

BRIHANMUMBAI MUNICIPAL CORPORATION
K.E.M. HOSPITAL, PAREL, MUMBAI – 400 012



TENDER DOCUMENTS FOR PROCUREMENT OF

“ELISA READER AND WASHER SYSTEM”

FOR MICROBIOLOGY DEPT.

WITH COMPREHENSIVE MAINTENANCE CONTRACT

KEM/ 231/TDRE-III

BID NO. 7200033229

This tender document consists of:

Sr. No.	Description
1.	E-Tender Notice
2.	Preamble
3.	Instructions to Vendors participating in e-Tendering for the supply of medical equipment and Plants and Machinery of MCGM
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5.	Important General Conditions and Instructions to tenderers
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7.	Annexure – 2 Tender form
8.	Annexure – 3 Undertaking to be signed by the tenderer (Affidavit)
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10.	Annexure– 4 PRO-FORMA for uploading details of EMD and Annexure-3
11.	Annexure– 5 Technical Offer – Basic equipment and essential accessories.
12.	Annexure – 6 Technical offer Spares applicable in case of Annual Maintenance Contract
13.	Annexure – 7 List of the Consumable.
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15.	Annexure – 9A/9B/9C Proforma for manufacturers letter
16.	Annexure–10 Experience certificate (Proforma for Statement of experience certificate)
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18.	Annexure–12 Contract Agreement form (Proforma for Article of Agreement)
19.	Annexure –13 List of approved Banks
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SECTION 1 :**E-TENDER NOTICE****BRIHANMUMBAI MUNICIPAL CORPORATION****K.E.M. HOSPITAL, PAREL, MUMBAI – 400 012****e- PROCUREMENT TENDER NOTICE****No. KEM/ 231/TDRE-III**

The Commissioner of Municipal Corporation of Greater Mumbai (MCGM) invites e-tenders as given below in three Packet systems i.e. Packet –A (Administrative), Packet-B (Technical)& Packet-C(Commercial & Folder “c”) from the firms manufacturing Medical Equipments. The tender copy can be downloaded from MCGM’s portal (<http://www.mcgm.gov.in>) under e – procurement section after the online payment of scrutiny fee.

All interested bidders whether already registered or not registered in MCGM are mandated to get registered with MCGM for e-tendering process & obtain login credentials to participate in the online bidding process. The details of the same are available on the above mentioned portal under ‘Tenders’ tab. For registration enrolment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab.

The bidders can get digital signature from any one of the Certifying Authorities (CA’s) licensed by controller of certifying authorities namely, Safes Crypt, IDRBT, National informatics centre, TCS, CUSTOMS, MTNL, GNFC and e-Mudhra CA. MCGM has also opened a Help-desk at the CPD's office to help the vendors in this regard.

Sr. No	Description	E- Tender Price (Rs.)	EMD (Rs.)	Start Date and Time of online Bid Downloading	End Date and Time Of online Bid Submission
1.	KEM/ 231/TDRE-III SITC of Elisa reader and Washer System (02 Nos) for Microbiology Dept of KEM Hospital along with Standard accessories and CMC for five years after the completion of warranty of three years. (Bid No. 7200033229)	Rs. 3400/- +(18% GST) Rs. 612/- = 4012/-	Rs. 61200/-	28.07.2022 At 16.00 Hrs	05.08.2022 At 16.00 Hrs

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

The tender document is available on MCGM portal (<http://www.mcgm.gov.in>) along with this tender notice. However, the tenderer shall have to pay "e-tender price" through online payment gateway before downloading and uploading the tender document in SRM Module.

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

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

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

Tenders shall note that any corrigendum issued regarding this tender notice will be published on the MCGM portal only. No corrigendum will be published in the local newspapers.

**By Order of the
Municipal commissioner
BRIHANMUMBAI MUNICIPAL CORPORATION**

**Sd/-
Dean (KEM Hospital)**

Address for Communication and Venue for opening of bid :
Tender Department
5th Floor, CVTS Bldg.
K.E.M. Hospital
Parel, Mumbai – 400 012
Tel. No. 022-24107452
e-mail: hc02.kem@mcgm.gov.in

For detailed tender document please scroll down

HEADER DATA

E-Tender No.	KEM/ 231/TDRE-III
Name of Organization	BRIHANMUMBAI MUNICIPAL CORPORATION KEM Hospital , Parel, Mumbai - 12
Subject	SITC of Elisa reader and Washer System (02 Nos) for Microbiology Dept of KEM Hospital along with Standard accessories and CMC for five years after the completion of warranty of three years.
Estimated Cost	Rs. 3060000/-
Earnest Money Deposit	Rs. 61200/-
Start date	28.07.2022 from 16.00 hrs.
End date & time of Bid Submission	05.08.2022 up to 16.00 hrs.
End date & time for receipt of EMD	05.08.2022 up to 16.00 hrs.
Opening of Packet “A”	08.08.2022 at 17.00 hrs.
Opening of Packet “B”	12.08.2022 at 17.00 hrs.
Opening of Packet “C”	22.08.2022 at 17.00 hrs.
Address for Communication	Tender Dept. 5 th Floor, CVTC Building KEM Hospital Parel, Mumbai – 400 012 Tel. No. 022-24107452
Website	http:// portal.mcgm.gov.in
Venue for opening of Bid	Online at above address.

Section 2:

PREAMBLE

The Municipal Corporation of Greater Mumbai invites Tenders from the manufacturer (Indian or Foreign)

or

100% Indian subsidiary of foreign manufacturer duly registered in India / Subsidiary of principle Foreign Manufacturer duly registered in India / sister concern of Foreign manufacturer duly registered in India /Associate of Foreign manufacturer duly registered in India /joint venture of Foreign manufacturer duly registered in India / affiliate of Foreign manufacturer duly registered in India

or

Distributor /Dealer / Importer /Traders/agent appointed directly by foreign manufacturer for the supply, installation, testing and commissioning of **Elisa reader and Washer System** for Microbiology Dept. along with Standard accessories and CMC five years after the completion of warranty of three years.

to the Municipal Hospitals in Greater Mumbai as per the specification attached separately with this document and as per the terms and conditions as mentioned herein and as per the provisions of the M.M.C. Act, 1888 as amended till date.

SECTION 3 : Instructions to Vendors participating in e-Tendering for the supply of Medical equipment and plants and machinery to MCGM.	
1.	The e-Tendering process of MCGM is enabled through its Portal 'http://mcgm.gov.in'.
2.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of MCGM Portal.
3.	All the information documents are published under the 'e-Procurement' section of MCGM Portal.
4.	All interested vendors, are required to be registered with MCGM for e-Tendering process. Vendors not registered with MCGM before can apply on-line by clicking the link 'Vendor Registration' under the 'e-Procurement' section of MCGM Portal, Vendors already registered with MCGM need to contact helpdesk to extend their registration to e-Tendering process.
5.	Manual offers sent by post/Fax or in person will not be accepted against e-tenders even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.
6.	Please read carefully the document 'Instructions and Articles of Agreement for supply of medical equipment' available in 'e-Procurement' section of MCGM Portal. As MCGM has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and commercial bid need to be filled online.
7.	This document (Instructions to vendors) and the 'Articles of Agreement' document which are available in e-Tendering section of MCGM portal make part of all tender documents unless stated otherwise in the tender document
8.	Affixing of digital signature for the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.
9.	All the documents and data submitted by vendors online shall be digitally signed. The system will prompt for digital signature certificate. It is mandatory for the vendors willing to participate in e-Tender to procure digital signature certificate of class-2/class-3 and 'Company' Type.
10.	Digital Signature Certificates: Vendors can procure digital signature certificate from any of the certifying authorities (CA) in India. However, for the convenience of the vendors, a team from one of the certifying authorities is made available to help them for obtaining digital signature certificates. Interested vendors may approach helpdesk for details.
11.	The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in e-Procurement section.

12.	In order to participate in an e-Tender, the registered vendors need to follow the steps given below.
A.	Open the e-Tendering application by clicking the link available in 'e-Tendering' section of MCGM portal.
B.	Download the 'Browser Settings' document and carry out the necessary settings and root certificates installation as mentioned in the document. Vendors to note that the computer user should have administrative rights to the computer to be able to work with e-Tendering application.
C.	Login to the application with his credentials and follow the instructions given in the document 'User Manual for Vendors - Bidding Process' which is available in the 'e-Procurement' section of MCGM Portal.
D.	Make payment of tender price online and download the tender document and other relevant information documents.
E.	Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
F.	Upload the administrative & technical bid documents. System will prompt for digital signature certificate while uploading the document.
G.	Ensure that documents are uploaded properly by downloading them after uploading.
H.	Submitting the commercial bid by filling in the values on the screen. All the inputs given on this screen need to be digitally signed.
I.	The administrative, technical and commercial bids can be submitted only online on or before the due date and due time mentioned for submission of bids.
J.	The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, please ensure to delete the old version.
K.	<u>Ensure that bid is submitted by ensuring that the 'status' of the bid in the initial bids listing screen is 'Bid submitted'.</u>
13.	Vendors should ensure to submit their bids well in advance before the due date and due time. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard will be entertained.
14.	It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus free signatures etc. Vendors should scan all the documents before uploading the same.
15.	The administrative, technical and commercial evaluation documents will be available for all the participating vendors after completion of the evaluation.
16.	Additional information can be availed by referring to FAQs in the e-Procurement section of MCGM portal.

17.	For any help, in the e-Tendering process, can be availed by dialling help-desk number 022-24811275/76 (MCGM IT Cell) from 11.30 AM to 5.00 PM on all working days of MCGM.
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SPECIAL NOTE:

TENDERERS ARE REQUESTED TO GO THROUGH THE e- TENDER GUIDELINES ON MCGM PORTAL (<http://mcgm.gov.in>).

All interested vendors, whether already registered or not registered in MCGM, are mandated to get registered with MCGM for e-Tendering process & get Login Credentials to participate in the Online bidding process on the above-mentioned portal under “e-Procurement”

For registration, enrolment for digital signature certificate & user manual, please refer to respective links provided in e-tendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e Mudhra.

SECTION 4: FLOW OF ACTIVITIES OF TENDER	
1.	Issue of Tender notice in the newspapers and tender notice along with tender documents on M.C.G.M. Portal.
2.	Download the tender documents from the Tender section of M.C.G.M SRM Module after paying online requisite tender price.
3.	Pre-bid meeting, as mentioned in tender notice.
4.	Earnest Money Deposit (EMD) shall be paid on line through payment gateway on or before due date and time prescribed.
5.	Simultaneous online submission of tender documents with details as specified in the tender & proforma in Annexure shall be done by bidder as per the section No.-4 of this tender document.
6.	Administrative offer, i.e. Packet 'A' will be opened online on the due date and due time as stated in the Header Data in SRM.
7.	Technical offer, i.e. Packet 'B' of only those bidders who are found to be responsive in the evaluation of administrative offer will be opened online.
8.	Commercial bids i.e. Packet 'C' & Folder 'C' of only those bidders who are found to be responsive in the evaluation of administrative & technical offers, will be opened online.
9.	Demonstration of equipment quoted by successful bidder.
10.	Recommendations to higher authorities and Standing Committee for sanction to award the contract.
11.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
12.	Payment of Contract Deposit, Legal Charges & Stationery Charges within period of fifteen days from the date of receipt of Acceptance Letter by successful bidder for execution of written contract with payment of requisite stamp duty.
13.	Supply, installation, testing and commissioning of equipments described in the specifications and as per terms & conditions.

SECTION 5: IMPORTANT GENERAL CONDITIONS AND INSTRUCTIONS TO THE TENDERERS

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

1.	<u>Who can quote :</u>
A)	<p>Who can quote :</p> <p>A. Only direct manufacturer (Indian or foreigner)</p> <p>or</p> <p>B. 100% Indian subsidiary of foreign manufacturer / subsidiary of Principle foreign manufacturer / sister concern of Foreign manufacturer /Associate of Foreign manufacturer /joint venture of Foreign manufacturer/ affiliate of Foreign manufacturer (all duly registered in India) would be allowed to participate in the tender</p> <p>or</p> <p>C. only foreign manufacturer will be allowed to appoint his distributor if he wishes to do so for complying with the order as per tender conditions and supply the equipment.</p> <p>Foreign manufacturer and /or the 100% Indian subsidiary of foreign manufacturer / subsidiary of Principle foreign manufacturer /sister concern of Foreign manufacturer /Associate of Foreign manufacturer /joint venture of Foreign manufacturer/ affiliate of Foreign manufacturer (all duly registered in India) would be directly responsible for all the tender related issues including quality and quantity of supply of equipment.</p> <p>Foreign manufacturer and /or the 100% Indian subsidiary of foreign manufacturer / subsidiary of Principle foreign manufacturer /sister concern of Foreign manufacturer /Associate of Foreign manufacturer /joint venture of Foreign manufacturer/ affiliate of Foreign manufacturer (all duly registered in India) shall supply equipment and raise the bill directly.</p> <p>If the foreign Manufacturer came forward for specific tender and specific medical equipment and requested to allow their Distributor /Dealer / Importer /Traders/agent to submit tender on their behalf Distributor /Dealer / Importer /Traders/agent will be allowed to participate in the tendering process subject to,</p> <p>1. Manufacturer shall issue the certificate stating the date from which said distributor is their Distributor /Dealer / Importer /Traders/agent for the assigned tender.</p>

	<p>2.Manufacturer along with Distributor /Dealer / Importer /Traders/agent has to enter in to “Tri-Party Agreement” (As per Annexure - 3-A) with Municipal Corporation of Greater Mumbai.</p> <p>3.The responsibility of supply, installation, testing and commissioning of medical equipments along with 3 years warranty and 5 years Comprehensive Maintenance Contract / Annual Maintenance Contract (As applicable) shall be of Manufacturer and bidder jointly as well as severally.</p> <p>4)Distributor /Dealer / Importer /Traders/agent should have NO previous transgressions occurred in the last 3 years and should declare so. (In Annexure-3-A)</p> <p>Note :100% Indian subsidiary of foreign manufacturer / subsidiary of Principle foreign manufacturer /sister concern of Foreign manufacturer /Associate of Foreign manufacturer /joint venture of Foreign manufacturer/ affiliate of Foreign manufacturer (all duly registered in India) are not allowed to appoint any distributor/Dealer/Importer/Trader/Agent to participate in tender on behalf of them.</p>
B)	<p>Turnover : The average annual turnover of the bidder during preceding three financial years shall be minimum Rs. 1071000/- Evidence in the form of certificate issued by Auditor of firm/ Chartered Accountant shall be uploaded during the submission of the tender (PACKET-‘A’ Administrative).</p>
C)	<p>Experience : The bidder/manufacturer shall have adequate experience of successful supply, installation, commissioning & repairs & maintenance of Elisa reader and Washer System during last five years from due date of the tender. Experience Certificate shall be uploaded during the submission of the tender (Annexure –10) Bidder/Manufacturer shall provide certified copies of the executed purchase orders along with completion certificates in support of the experience as provided in this clause without disclosing the rates. The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender documents is downloaded. Authorization letter of authorized representative shall be uploaded in packet ‘A’.</p>
2.	<p><u>Call</u> <u>1st Call (Fresh Call)</u> 1st Call (Fresh Call) is a Tender that is published for the first time for a particular e-procurement project or item. <u>2nd Call</u> 2nd Call is referred to issuing a amended/modified/corrected Tender Document for the same project / procurement with revised tender Conditions like Eligibility, Pre-Qualification Criteria, Technical Evaluation Criteria, Scope of Work, Technical Specifications, Payment Terms, and so on including revised Bidding Schedule.</p>

3.	<p><u>Extension.</u></p> <p><u>1st Extension</u> 1st Extension is extension of bid submission date and time to the 1st Call/2nd call without changing Tender Conditions except for Bidding Schedule. 1st Extension is provided in following cases: a. After due date and time of submission of packet A of bid -if response is less than 3 bidders or any technical reasons.</p> <p><u>2nd Extension</u> 2nd Extension is extension of bid submission date and time after end of the 1st Extension without changing Tender Conditions except for Bidding Schedule. 2nd Extension is provided in following cases: a. After due date and time of submission of packet A of bid -if response is less than 3 bidders or any technical reasons</p> <p><u>3rd Extension.</u> 3rd Extension is extension of bid submission date and time after end of the 2nd Extension without changing Tender Conditions except for Bidding Schedule. 3rd Extension is provided in following cases: a. After due date and time of submission of packet A of bid -if response is less than 3 bidders or any technical reasons. The Municipal Commissioner reserves right to extend or open bids of tenders without assigning any reasons.</p>
4.	<p><u>Amendment to tender documents</u> Before deadline for uploading of tender offer, the MCGM may modify any tender condition included in this tender document by issuing addendum /corrigendum /clarification and publish it in the newspapers and/or on the portal of MCGM. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum /clarification and upload it in Packet 'A'.</p>
5.	<p>The tenderers are advised to physically apprise themselves with installation Conditions and working areas if required. They are advised to get sufficient acquaintance with the actual nature of installation if required, prevalent conditions and facilities available.</p>
6.	<p>This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.</p>
7.	<p>The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the MCGM also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender.</p> <p>In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall</p>

	<p>agrees and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."</p> <p>Affidavit shall be uploaded in this respect as per annexure –3.</p>
8.	<p>Bidder / his principle manufacturer shall not have been debarred/ black listed by M.C.G.M. / Central Govt. / State Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of MCGM / if it is brought to the notice of MCGM during the currency of this contract, that any disciplinary/penal action is taken against the bidder / principle manufacturer due to violation of terms and conditions of the tender allotted to Bidder / his principle manufacturer which amounts to cheating /depicting of malafide intention anywhere in M.C.G.M. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, MCGM will be at discretion to take appropriate action as it finds fit.</p>
9.	<p><u>Tender Price</u> Tender price is mentioned in tender notice and shall not be refundable.</p>
10.	<p><u>Validity</u> The validity of the offer should be for at least 180 days from the date of the opening of the tender.</p>
11.	<p><u>Payment of Earnest Money Deposit (E.M.D.).</u></p> <p>The tenderer shall have to pay EMD of Rs. 61200/- online only. The vendors having standing deposit shall also have to pay the full EMD amount online. Link for e-payment gateway for payment of EMD will be given in SRM.</p>
12.	<p><u>Refund of E.M.D.</u></p> <p>E.M.D. of bidder except L1 and L2 will be refunded after recommendation of tender committee. However refund of EMD, such bidder will not have any claim for award of contract & any complaint regarding this tender. EMD of second lowest bidder will be refunded after issuance of letter of acceptance to lowest responsive bidder. However in the case of successful tenderer, if tenderer agrees then the EMD shall be retained and adjusted against the 5% contract deposit for due execution of the contract.</p> <p style="text-align: center;">OR</p> <p>The EMD of the tenderer who have been awarded the contract will be refunded only after 5% contract deposit is paid to MCGM.</p> <p>In case of successful bidders paying 5% contract deposit in cash, their EMD will be refunded after submission of the receipt in this respect along with the contract document. Whereas, the successful bidders who have submitted BG in lieu of 5% contract deposit, the EMD of such bidders will be refunded only after the confirmation letter of the Bank issuing this BG is received and verification of the same along with contract documents by C.A.'s office.</p>
13.	<p><u>Acknowledging communications</u></p> <p>Every communication from the Director (ME&MH) / Dean KEM Hospital, Municipal Corporation of Greater Mumbai to the tenderer should be acknowledged by the tenderer / quotationer / Supplier with the signature of authorized person and with official rubber stamp of the tenderer / quotationer / supplier.</p>

14.	<p><u>Where and how to submit the tender</u> The tender documents with details as specified in the tender notice must be submitted online in tender section of M.C.G.M. as per the instructions available on M.C.G.M Portal for online submission of e- tender.</p>						
15.	<p><u>Documents to be uploaded:</u> Original scanned documents or attested photocopies of specific documents shall be scanned and uploaded. The documents shall be attested from Gazetted officer of the State/Central Government or from the Officer of MUNICIPAL CORPORATION OF GREATER MUMBAI not below the rank of Assistant Engineer/Administrative Officer before scanning & uploading the same in Packet –A & B.</p>						
16.	<p><u>Authentication for documents</u> The responsibility to produce correct and authenticate documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said contractors and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover the damages/losses occurred if any from the contractors’ dues.</p>						
17.	<p><u>Translation of certificates</u> If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above and certified by the official translator shall have to be uploaded along with a copy of the original certificate.</p>						
18.	<p><u>Sign and seal</u> Affixing of digital signature while uploading/submission the bid shall be deemed to be signed by the bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the bidder which shall include acceptance of special directions/terms and conditions if any, incorporated.</p> <table border="1" data-bbox="284 1346 1479 1731"> <tr> <td data-bbox="284 1346 363 1435">i)</td> <td data-bbox="363 1346 1479 1435">If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorised representative only.</td> </tr> <tr> <td data-bbox="284 1435 363 1581">ii)</td> <td data-bbox="363 1435 1479 1581">If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorised representative only.</td> </tr> <tr> <td data-bbox="284 1581 363 1731">iii)</td> <td data-bbox="363 1581 1479 1731">If a Limited Company/ Sansthas/Societies /Trust /Govt. Undertaking / Semi-Govt. Undertaking submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.</td> </tr> </table>	i)	If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorised representative only.	ii)	If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorised representative only.	iii)	If a Limited Company/ Sansthas/Societies /Trust /Govt. Undertaking / Semi-Govt. Undertaking submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.
i)	If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorised representative only.						
ii)	If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorised representative only.						
iii)	If a Limited Company/ Sansthas/Societies /Trust /Govt. Undertaking / Semi-Govt. Undertaking submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.						
19.	<p><u>Name of Partners</u> All tenderers must disclose the names and addresses of their partners, if any, in the particular contract. Any tenderer failing to do so shall render him liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite penal action including black-listing.</p>						

20.	<p>Firms with common proprietor /partners or connected with one another either financially or as master and servant or with proprietor/partners closely related to each other such as husband, wife /father/mother and minor son/daughter and brother/sister and minor brother/sister shall not tender separately under different names for the same contract.</p> <p>(A) If it is found that firms as described in clause 20 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.</p> <p>(B) If it is found that closely related persons as in clause 20 have submitted separate tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they have different addresses, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for action as in clause no. 20 (a) including similar action against the firms/establishments concerned.</p> <p>(C) If after award of contract it is found that the accepted tenderer violated any of the clauses (20, 20(A) or 20(B)) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.</p>
21.	<p><u>Unconditional offer</u></p> <p>Tenderers shall quote a firm & unconditional offer. <u>Conditional offers shall not be considered and shall be treated as non-responsive.</u> Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer given without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.</p>
22.	<p><u>Contradictory Clause in tender</u> Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" "Order subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.</p>
23.	<p><u>Alternative clauses in tender</u> No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.</p>
24.	<p><u>Rejection:-</u> The tender may be considered incomplete, irregular, invalid and liable to be rejected Unless,</p> <p>A) It is signed/ digitally signed by the proprietor, named managing partner or all partners or by the party or parties stating specifically their position and status at the following places:</p>

	<p>i) Tender from and annexures as stipulated in Packet A, a b d item data in packet 'C'.</p> <p>ii) Name and Address of all the partners as given in the tender.</p> <p>iii) A certified copy of the Sales tax Registration certificate is produced along with the tender if applicable.</p> <p>iv) Past performance report is furnished in packet 'B'.</p> <p>v) The drawings/ literature brand, make and year of manufacturers, ISI registration number as applicable are furnished.</p>
	B) Stipulated validity period less than 180 days.
	C) Stipulated its own terms and conditions.
	D) Particular furnished by tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the MCGM. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.
25.	<p><u>A. Quoted Currency.</u></p> <p>1. If the bidder is Indian manufacturer of equipment has to quote in INR.</p> <p>2. If the bidder is foreign manufacturer of equipment then allowed to quote in foreign currency only.</p> <p>3. If bidder is 100% Indian subsidiary of foreign manufacturer duly registered in India / Subsidiary of principle Foreign Manufacturer duly registered in India / sister concern of Foreign manufacturer duly registered in India /Associate of Foreign manufacturer duly registered in India /joint venture of Foreign manufacturer duly registered in India / affiliate of Foreign manufacturer duly registered in India then allowed to quote in foreign or Indian currency. If quoted in foreign currency then for import supply payment will be done directly to manufacturer of equipment.</p> <p>4. If bidder is Distributor/Dealer/Importer/trader/agent appointed by foreign manufacturer then for import supply payment will be done directly to manufacturer of equipment only.</p> <p>Such tenders cannot be quoted in INR.</p> <p><u>A. Firm price</u> The prices quoted shall be firm and no variation will be allowed on any account whatsoever.</p>
26.	<p><u>Variation in rate</u></p> <p>Tenderers are requested to fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.</p>
27.	<p><u>Product Names</u></p> <p>The tenderer must state the brand name of the product, if any.</p>

28.	<p><u>The Three Packet system</u></p> <p>The tenderer should upload tender in three Packets (Packets) system as below, so as to have fair, transparent and timely completion of tendering process. Bidders are requested to submit all required documents while submitting tender itself.</p>																														
A.	<p><u>Packet – ‘A’ Administrative Bid’:</u></p>																														
	<p style="text-align: center;">Documents to be submitted by Indian/ Foreign Bidders:- The Packet 'A' shall contain the following:-</p> <p>a) Valid Bank Solvency Certificate for minimum of Rs. 10 Lakh issued by The Nationalised/Scheduled/Foreign Bank. The date of issue of such certificate shall not be more than 06 months prior to the date of submission of tender and the same shall be considered valid for 12 months from the date of issue.</p> <p style="text-align: center;"><u>SOLVENCY CERTIFICATE CHART:-</u></p> <table border="1" data-bbox="517 781 1449 1106"> <thead> <tr> <th>Sr.No.</th> <th>Estimated Cost in Lakhs</th> <th>Solvency Certificate Vaule</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Above 300</td> <td>30 Lakhs</td> </tr> <tr> <td>2</td> <td>Above 100 to 300</td> <td>20 Lakhs</td> </tr> <tr> <td>3</td> <td>Above 50 to 100</td> <td>15 Lakhs</td> </tr> <tr> <td>4</td> <td>Above 25 to 50</td> <td>10 Lakhs</td> </tr> <tr> <td>5</td> <td>Above 10 to 25</td> <td>05 Lakhs</td> </tr> <tr> <td>6</td> <td>Above 05 to 10</td> <td>02 Lakhs</td> </tr> <tr> <td>7</td> <td>Upto 05</td> <td>01 Lakhs</td> </tr> </tbody> </table> <p>b) GST Registration Certificate required.</p> <p>c) The 'PAN' documents and photographs of the individuals, owners, Karta of Hindu Undivided Family, firms, Private Limited Companies, Registered Co-operative Societies, Partners of Partnership firm and at least two directors, if number of directors are more than two in case of Private Ltd. Companies as the case may be. However PAN Documents will not be insisted in case of Public Limited Companies, Semi Government undertaking, Government undertaking .</p> <p>d) Certified copy of latest partnership deed in case of partnership firm.</p> <p>e) Firm/Company/Sanstha Registration Certificate.i.e.</p> <table border="1" data-bbox="418 1536 1479 1868"> <tr> <td data-bbox="418 1536 478 1682">i)</td> <td data-bbox="478 1536 1479 1682">Power of attorney in case of Partnership firm/Public Limited Company /Private Limited Company/Society/Government undertaking.</td> </tr> <tr> <td data-bbox="418 1682 478 1794">ii)</td> <td data-bbox="478 1682 1479 1794">Company Registration Certificate/Partnership Deed, duly registered with Registrar, Articles of Association, Society Registration Certificate as the case may be.</td> </tr> <tr> <td colspan="2" data-bbox="418 1794 1479 1868">Note:-The Registered Power of Attorney if any registered with Chief Accountant (MCGM) will be accepted.</td> </tr> </table> <p>f) The tenderer shall have to submit valid registration certificate under Employees Provident Fund and Miscellaneous Provision act of 1952 (EPF and MP Act.1952) if applicable. Also they shall have to submit registration</p>	Sr.No.	Estimated Cost in Lakhs	Solvency Certificate Vaule	1	Above 300	30 Lakhs	2	Above 100 to 300	20 Lakhs	3	Above 50 to 100	15 Lakhs	4	Above 25 to 50	10 Lakhs	5	Above 10 to 25	05 Lakhs	6	Above 05 to 10	02 Lakhs	7	Upto 05	01 Lakhs	i)	Power of attorney in case of Partnership firm/Public Limited Company /Private Limited Company/Society/Government undertaking.	ii)	Company Registration Certificate/Partnership Deed, duly registered with Registrar, Articles of Association, Society Registration Certificate as the case may be.	Note:- The Registered Power of Attorney if any registered with Chief Accountant (MCGM) will be accepted.	
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		certificate under Employees State Insurance Corporation Act.1948 if applicable. If not applicable an undertaking shall be submitted as provided in Annexure 3.
g)		Valid and correct e-mail ID of the bidder for communication in respect of this bid shall be provided in Annexure 1.
h)		Tenderer shall download tender document along with the tender form and all annexures i.e. annexure 1,2,3 & 3-A,4,9(A,B,C),11,12,13, 14 , 15 & Special Annexure - I only from MCGM SRM Module to participate in tendering process. Bidder shall fill in the requisite details, sign wherever necessary, scan the same documents, upload and submit online.
i)		Chartered Accountant's Certificate for turnover of the tenderer for preceding three financial years.
j)		Import /Export license in the name of bidder/ Manufacturer issued by competent authority.
k)		Agreement of Integrity Pact as per Annexure-14 (duly signed and stamped on Rs.200/- stamp paper)
Note: Documents mentioned at Sr. No. (b), (c) & (f) above shall not be applicable in case of foreign bidders.		
Note :-		
<ul style="list-style-type: none"> • (Scrutiny of this Packet will be done strictly with reference to only scanned copies of documents uploaded online) • The bidder shall upload the original documents duly scanned on or before the due date and time of the submission. • The bidder must ensure that the uploaded documents shall be clean and readable. • The bidder shall not disclose/quote the rates of items in Packet 'A'. In case of such indication of rate by the bidder in this packet, the tender shall be rejected out rightly and the EMD will be forfeited. • If the tenderer has not uploaded all the required and necessary documents as prescribed in Packet 'A', then the tenderer shall be intimated to comply with the said requirements within 7 days by e-mail on e-mail ID provided by the bidder. Tenderer in return reply by e-mail can upload self attested, signed, scanned copies of the documents asked for. Bidder shall be note that the penalty of Rs. 2000/- per shortfall document will be imposed for not uploading all required documents as called for in writing through email correspondence. • If the information of shortfall documents sent by concerned MCGM officer by e-mail on the bidders e-mail ID is not complied or in return reply e-mail of short fall is not received by MCGM, for such lapses within given period, MCGM shall not be responsible and it will be treated as non compliance of the shortfall from the bidders end and their offer will be treated as non responsive. • Non submission of required documents even after informing to submit the same, it amounts to deliberately non submission of the shortfall documents. In such cases 20% EMD amount will be forfeited as penalty. If bidder doesn't want to deduct penalty from EMD then Bidder also have option to pay penalty amount 		

		directly to any CFC centre of MCGM and to produce the payment receipt physically.
29.	B)	<p><u>Packet 'B' (Technical Bid):</u></p> <p><u>Documents to be submitted (Common for Indian as well as Foreign Bidders) :-</u> The e- Packet 'B' shall contain the copies of the following documents:-</p> <ol style="list-style-type: none"> 1. Technical offer with scope of supply without indicating price (Annexure 5,6,7,8,10) 2. Copy of valid CE certificate OR copy of valid USFDA approval as mentioned in Technical specifications of the tender. 3. Technical Brochure for quoted model having technical specifications. <p><u>Note :-</u></p> <ul style="list-style-type: none"> • (Scrutiny of this packet will be done strictly with reference to only the scanned copies of original documents uploaded on-line e- tenders) • The tenderer shall not disclose/quote the rates of items in Packet 'B'. In case of such indication of rate by the tenderer in this packet, the tender shall be rejected outrightly and the EMD will be forfeited. • The tenderer must scan and upload the above currently valid documents on/or before the due date and due time of tender. • If the tenderer has not uploaded all the required and necessary documents as prescribed in Packet 'B', then the tenderer shall be intimated to comply with the said requirements within 7 days by e-mail on e-mail ID provided by the bidder. Tenderer in return reply by e-mail can upload self attested, signed, scanned copies of the documents asked for. Bidder shall be noted that the penalty of Rs.2000/- per shortfall document will be imposed for not uploading all required documents as called for in writing through email correspondence. • If the information of shortfall documents sent by concerned MCGM officer by e-mail on the bidders e-mail ID is not complied or in return reply e-mail of short fall is not received by MCGM, for such lapses within given period, MCGM shall not be responsible and it will be treated as non compliance of the shortfall from the bidders end and their offer will be treated as non responsive. • Non submission of required documents even after informing to submit the same, it amounts to deliberately non submission of the shortfall documents. In such cases 20% EMD amount will be forfeited as penalty. If bidder doesn't want to deduct penalty from EMD then Bidder also have option to pay penalty amount directly to any CFC centre of MCGM and to produce the payment receipt physically.

	<p>C) Packet – 'C' (Commercial Bid)</p> <p><u>Documents to be submitted (Common for Indian as well as Foreign Bidders) :- Bidders shall upload ‘details of the HSN/SAC code for all the items quoted on company letterhead’ in PDF format.</u></p> <p>The commercial bid is to be submitted online by filling the rates using the user ID, password and using digital signature.</p> <p>Packet 'C' will be automatically generated as per item data. Tenderer(s) shall fill item wise rates for all the items mentioned in the item data tab. Tenderer(s) shall also give the breakup of tax structure loaded in the quoted prices in tender Packet B i.e. the percentage of various taxes & duties without disclosing the basic price for the machine/equipment.</p> <p>Accordingly, the prices quoted should be in the same currency for all the items quoted i.e. Equipment, Accessories, CMC/AMC, Turnkey projects, cost per test if any etc. failing which tenders will be rejected. While quoting the prices for the medical equipments manufactured in India, prices should be quoted in Indian currency only and tax structure shall be mentioned for all taxes like CGST/SGST/IGST , custom duty & all duties etc. in force i.e. the percentage of various taxes & duties without disclosing the basic price for the machine/equipment in packet B. Even though local supply is imported, the tax structure shall be mentioned for all taxes like CGST/SGST/IGST, custom duty & all duties etc. in packet B.</p> <p>In case of import supply, rates shall be quoted in Foreign Currency only and payment shall be made by opening Letter of Credit (L.C.) in the name of Principle Manufacturer (L.C. is to be opened by MCGM). Taxes such as custom duty, stamp duty, CGST/SGST/IGST will be paid by MCGM. However same will be taken into consideration for evaluation and price comparisons along with AMC/CMC /Indian items/Turnkey Work/ cost per test /cost of reagents/cost of consumables as the case may be.</p> <p>However Indian Subsidiary may quote in Indian currency and rates shall be inclusive of all taxes.</p> <p>Exception is given for the firms as mentioned at clause 25 (3) ‘quoted currency’.</p> <p>The conversion rate of the foreign Currency will be as per the exchange rate on the date of the opening of commercial bid mentioned in the header data in SRM.</p> <p>The rates quoted should be Cost Insurance and freight (CIF) and delivery with installation per unit basis mentioned in the enquiry document and should be comprehensive incorporating the cost of the instrument / equipment and accessories required as part of the equipment and shown as such in the enquiry document. In case any item is required as an essential accessory for equipment, it must be mentioned clearly in Packet B and its rates must be included in the rates for the equipment. If such essential accessories are not specifically mentioned, it will be presumed that the cost of essential accessories is included in the cost of equipment and no separate payment for the same will be made thereafter under any</p>
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	<p>circumstances. If any accessory is demanded as mandatory in the tender enquiry, under no circumstances it should be shown as an optional accessory and quoted separately. The price of the product offered must include the accessories required for operation of the instrument and no separate payment will be made even if such an accessory is not included in the offer. Only those accessories which are specifically recommended by the manufacturer of the instrument / equipment should be offered as part of the equipment and under no circumstances a cheaper variety of an accessory not approved / recommended by the manufacturer should be offered.</p> <p>The charges towards Third party inspection, Insurance, Transportation shall be included in the quoted cost.</p> <p>Cost For CMC/AMC (As the case may be):</p> <ol style="list-style-type: none"> 1) Cost of the Annual Maintenance Contract (AMC) for each year will be fixed to 3% of the ordered value of the equipment* 2) Cost of the Comprehensive Maintenance Contract (CMC) for each year will be fixed to 5% of the ordered value of the equipment* <p>*Order value of the equipment:</p> <ol style="list-style-type: none"> (1) If quoted price of equipment is in INR by a bidder (which includes all taxes to be paid by bidder) then same will be considered as ordered value of equipment. (2) If quoted price of equipment is in foreign currency (which does not include taxes to be paid by bidder) then converted price in INR + custom clearance, bank clearance charges etc. (as per prevailing rates) + CGST/SGST/IGST (as per prevailing rates)+cost of local supply is considered as ordered value of equipment.
30.	<p><u>TAXES & DUTIES</u></p> <p>a)</p> <ol style="list-style-type: none"> 1. All the rates quoted by the tenderer should be inclusive of all taxes, i.e G.S.T. and other state levies/cess which are not subsumed under GST will be applicable . The tenderer shall quote the rates inclusive of all taxes & duties applicable at the time of bid submission & clearly understood that BMC will not bear any additional liability towards payments of any Taxes & duties. 2. If the services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, however same shall be inclusive of taxes /Duties/Cess other than GST, if any. 3.Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes /any other levies/tolls etc. except that payment recovery for overall market situation shall be made as per price variation & if there is any subsequent change (after submission of bid) in rate of GST applicable on the work services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the

	<p>GST Act.</p> <p>4. As per the provision of Chapter XXI-Miscellaneous section 171(1) of GST Act, 2017 governing ‘Anti Profiteering Measure’ (APM), ‘any reduction in rate of tax on any supply of goods and services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices’.</p> <p>Accordingly, the contractor should pass on complete benefit accruing to him on account of reduced tax rate or additional input tax credit to MCGM.</p> <p>Further, all the provisions of GST Act will be applicable to the tender.</p> <p>For compliance of the same, the bidder/tenderer shall upload the undertaking as per annexure A.</p>
	<p>b) GST will be paid at actual for AMC/CMC as the case maybe.</p>
	<p>c) In case of supply of machines/equipment manufactured outside India and where the payment is made by opening of letter of Credit (L.C.), taxes, duties applicable including GST are to be borne by the M.C.G.M. The manufacturer /supplier shall quote the CIF Mumbai Cost of the machine to be imported / supplied.</p>
	<p>If there is any increase in above taxes/duties during the period of contract repayment claim will not be entertained by MCGM.</p>
31.	<p>Spare Parts: (Applicable in case of Annual Maintenance Contract only) Tenderer shall have to submit list of the spare Parts required as a document in Packet B, without displaying the rates. (As per the Annexure – 6) The rate quoted for spares shall be freezed for 8 years and cost of one spare each shall be considered for evaluation and MCGM is not binding to accept the rates quoted for spares. The rate shall be quoted in commercial bid (ITEM DATA) in e-tender. (Applicable in case of Annual Maintenance Contract only)</p>
32.	<p>Consumables: Tenderer shall have to submit the rate for the consumables/required as a document in Packet B, without displaying the rates. (As per the Annexure – 7). The rate shall be quoted in commercial bid (ITEM DATA) in e-tender. The Tenderer shall have to quote only one rate which will remain constant throughout the Warranty for three years and Annual /Comprehensive maintenance (AS applicable) contract period for five years i.e. for total eight years. However if the value of foreign currencies at the time of supply of consumable items w.r.t. Indian Rupees increases by 25% than on the date of opening of commercial bid in such cases, difference in excess of 25% would be paid to bidder. The rate quoted for consumables shall be freezed for 8 years and cost of one consumable each shall be considered for evaluation and MCGM is not binding to accept the rates quoted for consumable. Apart from mentioned consumables cost of no other consumables will be paid by MCGM and same shall be covered under warranty and CMC.</p>
	<p>Rates for consumables & spares shall be quoted excluding taxes if any. All taxes will be paid at actual as per prevailing rates.</p>

33.	<p>Pre-bid Meeting: If required by MCGM and depending upon the nature of work, the pre-bid meeting will be held at the date, time and venue mentioned in the e-Tender Notice.</p> <p>Tenders shall note that any corrigendum issued regarding this tender notice will be published on the MCGM portal only. No corrigendum will be published in the local newspapers.</p> <p>The prospective tenderer (s) should submit their suggestions/observations if any, in writing minimum 2 days before Pre-bid meeting.</p> <p>Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by MCGM exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting.</p> <p>Non-attendance at pre-bid meeting shall not be a cause for disqualification of a tenderer. The suggestions / objections received in pre-bid meeting may not be considered, if the same are not in consonance with the requirements of the tender/project. MCGM reserves the right to reject the same.</p>
34.	<p><u>Procedure for the opening of the tender:</u></p> <p>Packet-‘A’ (Administrative bid) will be opened online on the due date and due time as stated in the header data in SRM when the tenderer or his authorized representative will be allowed to remain present. Packet ‘B’ will be opened only if administrative offer in Packet ‘A is acceptable. Packet ‘C’ will be opened only if the administrative & technical offer in Packet ‘A & B’ is acceptable. In case the administrative and technical offer in Packet ‘A’ & ‘B’ is found not acceptable or found incomplete, then Packet ‘C’ will not be opened and offer will be kept out of consideration.</p> <p>The date and time of the opening of Packet ‘B’ & ‘C’ (along with “C Folder as per GST) will be intimated to the responsive tenderer via mail. <u>No complaint for non receipt of such intimation will be entertained.</u></p>
35.	<p>Acceptance of Tender:-</p> <p>The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner do not pledge himself to accept the lowest or any tender. The Municipal Commissioner reserves the right to split the quantity amongst the eligible bidders and to relax/stringent any of the conditions of the tender without assigning any reasons. The Municipal Commissioner reserves right to reject any or all tenders without assigning any reasons.</p>
36.	<p>Demonstrations:-</p> <p>Demonstration is compulsory for lowest bidder and he should arrange for the demonstration in India of the equipment quoted for in the tender within 7 days from the date of intimation of the request for demonstration preferably in Mumbai in the hospital. However, if complete system of quoted model/complete system is not available in</p>

	<p>Mumbai, demonstration may be arranged outside Mumbai/India in any mutually agreed upon hospital or manufacturing plant at bidder's cost. Demonstration must be given within 7 days time from the date of receipt of letter from MCGM if planned in India and within 15 days if abroad, otherwise liable for penalty/legal action like forfeiture of EMD, blacklisting. If demonstration / testing of equipment offered by lowest bidder is found non-satisfactory, then his offer will not be considered and 25% of EMD will be forfeited.</p> <p>The demonstration of equipment should be attended by HOD/Professor/Associate Professor of the Major Hospital only. Demonstration in the presence of subordinate authorities like Resident Doctors / Lecturers will not be allowed. The video recording of the demonstration shall be mandatorily done. Soft copy of the Video Recording shall be handed over to the representative of MCGM who witnessed the demonstration. Arrangement of Video Recording shall be done by the bidder at their own cost. The demonstration report shall be prepared on same day and signed by all present including representatives of bidder / Head of Department and the report of the demonstration should be scanned and mailed to Dy. Chief Engineer (C.P.D.) / Director (M.E.&M.H.) on his/her office mail I.D. on the same day.</p>														
37.	<p>Purchase Order:-</p> <p>The user department will place purchase orders within 15 days from the date of sanction by competent authority subject to availability of budget provision and site is ready for installation.</p>														
38.	<p><u>Letter of Credit (L.C.) Condition:-</u></p> <table border="1" data-bbox="284 1339 1481 1973"> <tr> <td data-bbox="284 1339 363 1395">i.</td> <td data-bbox="363 1339 1481 1395">All outside India charges on beneficiaries (i.e. bidder) account.</td> </tr> <tr> <td data-bbox="284 1395 363 1485">ii.</td> <td data-bbox="363 1395 1481 1485">Partial shipment will not be allowed. If it is to be allowed, all the charges including clearing, custom duty, CGST/SGST/IGST etc. should be borne by bidder.</td> </tr> <tr> <td data-bbox="284 1485 363 1574">iii.</td> <td data-bbox="363 1485 1481 1574">In case of Warranty replacement – all charges including clearing, custom duty, CGST/SGST/IGST etc, should be borne by bidder.</td> </tr> <tr> <td data-bbox="284 1574 363 1709">iv.</td> <td data-bbox="363 1574 1481 1709">Country of Origin - Bidder should not be allowed to change the Country of Origin mentioned in Original tender i.e. in Packet 'A' at later stage (As mentioned in Annexure- I).</td> </tr> <tr> <td data-bbox="284 1709 363 1776">v.</td> <td data-bbox="363 1709 1481 1776">Place of Port of Shipment should be mentioned.</td> </tr> <tr> <td data-bbox="284 1776 363 1865">vi.</td> <td data-bbox="363 1776 1481 1865">Name & Address of Beneficiary, Bidder/Manufacturer Bank details i.e. Name, Branch, Account No., IFSC, SWIFT Code etc.</td> </tr> <tr> <td data-bbox="284 1865 363 1973">vii.</td> <td data-bbox="363 1865 1481 1973">In case amendments in L.C. are required to be made due to reasons related to contractor, delivery period will be considered from the date of opening of original LC and request for such amendments will be entertained up to 15 days from</td> </tr> </table>	i.	All outside India charges on beneficiaries (i.e. bidder) account.	ii.	Partial shipment will not be allowed. If it is to be allowed, all the charges including clearing, custom duty, CGST/SGST/IGST etc. should be borne by bidder.	iii.	In case of Warranty replacement – all charges including clearing, custom duty, CGST/SGST/IGST etc, should be borne by bidder.	iv.	Country of Origin - Bidder should not be allowed to change the Country of Origin mentioned in Original tender i.e. in Packet 'A' at later stage (As mentioned in Annexure- I).	v.	Place of Port of Shipment should be mentioned.	vi.	Name & Address of Beneficiary, Bidder/Manufacturer Bank details i.e. Name, Branch, Account No., IFSC, SWIFT Code etc.	vii.	In case amendments in L.C. are required to be made due to reasons related to contractor, delivery period will be considered from the date of opening of original LC and request for such amendments will be entertained up to 15 days from
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v.	Place of Port of Shipment should be mentioned.														
vi.	Name & Address of Beneficiary, Bidder/Manufacturer Bank details i.e. Name, Branch, Account No., IFSC, SWIFT Code etc.														
vii.	In case amendments in L.C. are required to be made due to reasons related to contractor, delivery period will be considered from the date of opening of original LC and request for such amendments will be entertained up to 15 days from														

		opening of LC after payment of necessary amendment charges.
39.	<p>Following documents are required at the time of shipment of consignment in case of supply of indigenous as well as imported equipment and same shall be mentioned in the L.C.:-</p> <p>i) Third party inspection report ii) Packing List:- iii) Country of Origin Certificate iv) Insurance Certificate v) Original Invoice</p> <p><u>Third party inspector/Firm shall verify following:</u></p> <p>The firm/agency doing third party inspection need necessarily be accredited by competent authority. The accreditation letter/certificate issued by the competent authority shall be given by Firm/Agency. The third party inspection firm/agency shall prior to shipment inspect the equipment physically in accordance to the tender specifications and certify the following things:-</p>	
	i.	The equipment is new and made of virgin material; it is not reconditioned /retrofitted.
	ii.	The name of the equipment manufacturer, model and serial nos. of equipments& country of manufacturer.
	iii.	Third party inspector shall clearly mention in his report the purchase order no., date and name of consignee i.e. Municipal Corporation of Greater Mumbai.
	iv.	<p><u>Packing List:-</u> It shall be issued by original manufacturer in 4 sets. One set should be kept in equipment container. Two sets should be sent with original invoice to user department and one set shall be sent to CPD for information.</p>
	v.	<p><u>Country of Origin Certificate:-</u> It shall be issued by competent authority of that Country (Chamber of commerce of concerned Country) mentioning Name of manufacturer, consignee, name of equipment, invoice No., Qty.etc. Also, Certificate of Origin issued by the manufacturer and certified by the Chamber of Commerce of respective country.</p>
	vi.	<p><u>Insurance Certificate:-</u> It shall be issued by the Insurance company and shall contain name, model, serial nos. of equipment being supplied. Also it shall contain the mode of transport, location from manufacturers site i.e. from factory warehouse to warehouse of user department / port of destination i.e. Mumbai and period of insurance.</p>
	vii.	<p><u>Original Invoice issued by bidders/manufacturer should contain following details :-</u></p>
	a)	The name of the equipment manufacturer, model and serial nos. of the equipments.
	b)	Name of the consignee i.e. Municipal Corporation of Greater Mumbai.
	c)	Purchase order number and date issued by Municipal Corporation of Greater Mumbai.

40.	<p><u>Bill of entry:</u> It shall be issued by Custom authority of India indicating Invoice number and date, of manufacturer, name and model of the equipment, quantity, country of origin, Consignee details. This document shall be obtained by user department from Custom Clearing Agent.</p>
41.	<p><u>Bill of lading or Airway Bill</u> - Bidder has to submit bill of lading or Airway bill after dispatch of equipment/machine. The user department has to verify before making payment to bidder.</p>
42.	<p><u>Delivery, Installation & Commissioning:-</u></p> <p>The tenderer should give free delivery, at MCGM Hospital, within 90 days from the date of placing of purchase order. In case of import purchase, delivery of Equipment to concerned hospitals must be made within 90 days from the opening of Letter of Credit by coordinating with clearing agent appointed by MCGM.</p> <p>It is mandatory that the 100% Indian subsidiary of foreign manufacturer duly registered in India / Subsidiary of principle Foreign Manufacturer duly registered in India / sister concern of Foreign manufacturer duly registered in India /Associate of Foreign manufacturer duly registered in India /joint venture of Foreign manufacturer duly registered in India / affiliate of Foreign manufacturer duly registered in India or Distributor/Dealer/Importer/trader/agent appointed by foreign Manufacturer shall</p> <ol style="list-style-type: none"> 1. Import the equipment from Principal foreign manufacturer directly in the name of MCGM. 2. Raise invoice in the name of MCGM hospital. 3. Import equipment directly to Mumbai port. 4. Supply to the MCGM Hospitals in Mumbai without unloading the material elsewhere during transportation. <p>Also the tenderer shall provide one additional packing list indicating details of supply to be delivered to the concerned hospital in advance so that it will be easier for the authority of concerned hospital to confirm supply in the packed consignment as per the purchase order.</p> <p>Installation & commissioning shall be done within 30 days from delivery of the equipment/machine.</p>
43.	<p><u>Training</u> The successful tenderer shall have to give sufficient training at his cost to the staffs of the Hospital and Engineers of Medico Electronics Cell to operate the Medical Equipment. Also it shall be provided as and when required if asked by user department.</p>
44.	<p><u>Penalty</u> If the successful tenderer fails to comply with work/purchase the order within the delivery period stipulated, the municipal Commissioner/ D.M.C.(C.P.D)/ Dean of Hospital/ Intending Officer shall exercise his discretionary power either :- To recover from contractor as agreed, the liquidated damages or by way of penalty half percent of the price of the equipment which the contractors has failed to deliver, install, commission as aforesaid per week or part thereof during which the delivery, installation, commissioning of such equipment may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the equipment undelivered. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from MCGM.</p>

	OR
	To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.
45.	<p><u>Consequence of inferior supply</u> If the equipment supplied is found of inferior quality or not as per specifications, the contractor shall replace the equipment within one month from the date of intimation at the cost & risk of the contractor and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Contract Deposit of the contractor shall be forfeited & the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Municipal Commissioner, the same shall be payable by the supplier immediately on demand, failing which the same shall be recovered from other dues to the contractor from the Municipal Corporation.</p>
46.	<p><u>Replacement of Rejected Materials</u> Tenderer/contractor shall have to replace rejected Material with approved one. The supplier should remove the rejected Material within 15 days failing which the same will be disposed off by M.C.G.M. at the risk and cost of contractors without any further correspondence in this regards.</p>
47.	<p><u>Risk & Cost Purchase</u> In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily the equipment within the prescribed time as herein provided and or in case shall fail at once to replace any part/s that may have been rejected as herein provided with other of approved quality, the Municipal Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specific period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The extra cost thereof (if any) and all expenses thereby incurred, which shall include charges of 5% minimum to a maximum of 15 % shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.</p>
48.	<p><u>Blacklisting</u> The firm shall be black-listed, if it is found that:-</p> <p>i) Forged documents are submitted</p> <p style="text-align: center;">OR</p> <p>ii) If it becomes responsive on the basis of submission of bogus certificate/information.</p> <p style="text-align: center;">OR</p> <p>iii) In case of non-supply of equipment / accessories or supply of substandard quality or supply of equipment / accessories found to have been previously used or having reconditioned parts.</p>
49.	<u>Contract:</u>

	<p>Contract means the Contract Agreement entered into between the Purchaser, henceforth called Municipal Corporation of Greater Mumbai or MCGM, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents be construed accordingly.</p> <p>The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.</p> <p>The Contract Agreement means the agreement entered into between the MCGM and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.</p> <p>Tenderer must distinctly understand:</p> <p>That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the conditions.</p> <p>The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm floods or rising of war by any country.</p>
50.	<p><u>Contract Deposit:-</u></p> <p>Contract Deposit shall be paid by the Bidder and it shall be retained till the completion of contract period.</p> <ol style="list-style-type: none"> 1) Contract Deposit shall be @ 5% of contract value. 2) Contract deposit either in the form of Demand Draft (DD) or in the form of Bankers' Guarantee from the Bankers approved by the Municipal Corporation of Greater Mumbai & same will be retained upto completion of Annual Maintenance Contract /Comprehensive Maintenance Contract period. 3) The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, they said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee. 4) The Bankers Guarantee shall be valid for the period of Three years initially (during warranty period) and thereafter it shall be renewed for further period of three years and again further renewed for the period of two years.(During AMC/CMC period) 5) If Bankers Guarantee towards Contract Deposit is not renewed 3 months prior to expiry, then Bankers Guarantee will be forfeited without any notice to that effect and contractor shall be liable for penal action like blacklisting etc.
51.	<p><u>Refund of contract deposit</u></p> <p>Contract deposit will be refunded only after completion of 3 years of warranty period and five years AMC/CMC period. (as applicable)</p>

52.	<p><u>Execution of contract</u> In the event of the tender being accepted, the full amount of the contract deposit must be paid and the contract must be signed by proprietor of the firm in case of proprietary firm / all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. Such power of attorney need be registered in the office of the Chief Accountant and Director (ME&MH) / Dean , KEM Hospital should be informed accordingly. In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the chief Accountant and Director (ME&MH) / Dean , KEM Hospital should be informed accordingly.</p> <p>Bidder shall pay contract deposit, legal stationery charges, stamp duty etc. and submit contract documents within 30 days from the date of receipt of tender acceptance letter.</p> <p>Futher a fine of Rs.5000/- per day will be imposed for maximum 15 days for delay in submission of contract documents.</p> <p>If the contract documents are not submitted within the above stipulated time (i.e. 45 days with inclusive of penalty of 15 days) EMD will be forfeited. Without the contract being executed, no bills shall be admitted for payment.</p>																								
53.	<p><u>Payment of legal and stationery charges:</u> These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the material as per prevailing circular.</p> <p>This can change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract.</p> <table border="1" data-bbox="308 1339 1417 1794"> <thead> <tr> <th colspan="3"><u>Contract Value (in Rs.)</u></th> <th><u>Legal Charges and Stationery Charges (in Rs.)</u></th> </tr> </thead> <tbody> <tr> <td><u>3,00,001</u></td> <td><u>To</u></td> <td><u>5,00,000</u></td> <td><u>12,470.00</u></td> </tr> <tr> <td><u>5,00,001</u></td> <td><u>To</u></td> <td><u>10,00,000</u></td> <td><u>14,510.00</u></td> </tr> <tr> <td><u>10,00,001</u></td> <td><u>To</u></td> <td><u>20,00,000</u></td> <td><u>16,570.00</u></td> </tr> <tr> <td><u>20,00,001</u></td> <td><u>To</u></td> <td><u>40,00,000</u></td> <td><u>18,660.00</u></td> </tr> <tr> <td><u>40,00,001</u></td> <td><u>To</u></td> <td><u>1,00,00,000</u></td> <td><u>20,720.00</u></td> </tr> </tbody> </table>	<u>Contract Value (in Rs.)</u>			<u>Legal Charges and Stationery Charges (in Rs.)</u>	<u>3,00,001</u>	<u>To</u>	<u>5,00,000</u>	<u>12,470.00</u>	<u>5,00,001</u>	<u>To</u>	<u>10,00,000</u>	<u>14,510.00</u>	<u>10,00,001</u>	<u>To</u>	<u>20,00,000</u>	<u>16,570.00</u>	<u>20,00,001</u>	<u>To</u>	<u>40,00,000</u>	<u>18,660.00</u>	<u>40,00,001</u>	<u>To</u>	<u>1,00,00,000</u>	<u>20,720.00</u>
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54.	<p><u>Stamp duty:-</u> The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives. The Stamp Duty payable on the Contract Value shall also be paid to Government</p>																								

at actuals and as per the provisions of “Stamp Duty Act 1958” (amended till date). The present rate of stamp duty is as follows.

Sr. No.	Amount (Rs)	Stamp duty (Rs)
1	Where the amount or value set forth in such contract does not exceed Rs. Ten Lacs	Rs. Five Hundred Stamp duty.
2	Where it exceeds Rs. Ten Lacs	Rs. Five hundred Plus Rs. one hundred for every one lac or part thereof. Above Rs. Ten lacs subject to the Max. of Rs. Five lacs.

0.5 percent for the amount secured by such deed (Bankers Guarantee) subject to maximum of ten lakh rupees.

55. **Contract Postponement:**

Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by the reason of the Municipal Corporation of Greater Mumbai having in possession of other deposit on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit under this contract. Such transfers will not, under any circumstances, be permitted.

56. **Secrecy**

The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any matter whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and The Municipal Commissioner shall be at liberty to purchase the same material at the risk and cost of the contractor.

57. **Compliance with security Requirement**

The Contractor shall strictly comply with the security Rule of the MCGM in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission for entry into the premises.

58. **Confidential Information**

The drawings, specifications, prototype, sample and such other information furnished to the contractor relating to the supply of equipment/plant shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of MCGM. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the contractors, such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement/modifications effected by the contractor shall continue to be the property of the MCGM.

59.	<p><u>Guarantee and repair during the guarantee period</u></p> <p>The Contractor/s shall for a period of Thirty Six calendar months after the acceptance and satisfactory Installation and commissioning of the equipment, maintain, uphold and keep them in thorough repairs and working order at their own cost and expenses and to the entire satisfaction of the Municipal Commissioner or the Dean/Ch.M.S /E.H.O. or the purchasing Officer, the entire Machinery / Equipment and shall also be responsible for and be liable under the provisions of this clause to make good any defect that may during that period develop in the normal and proper working of the Machinery / Equipment. In case of repairs of Machinery / Equipment which is not manufactured in India, the manufacturer, 100% Indian subsidiary of foreign manufacturer duly registered in India / Subsidiary of principle Foreign Manufacturer duly registered in India / sister concern of Foreign manufacturer duly registered in India /Associate of Foreign manufacturer duly registered in India /joint venture of Foreign manufacturer duly registered in India / affiliate of Foreign manufacturer duly registered in India, Distributor/Dealer/Importer/trader/agent during the guarantee / warranty period shall bear all the taxes, custom duties, levies, to & fro cost of transportation etc. of the Machinery / Equipment while the same is taken away from India and returned to India (i. e. Municipal Hospital) duly repaired by the Manufacturer. During the entire period of guarantee the Tenderer shall replace the equipment and or part of the equipment entirely on its break down / non functional, which shall be at the cost of the Tenderer and includes the labour charges, transport charges and etc. shall also be borne by the Tenderer. The tenderer should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). If this is not done, a penalty @ 1% per day of Contract Cost of equipment will be imposed on the tenderer and same will be recovered from Contract Deposit or payment due if any.</p>
60.	<p>Maintenance contract (As Applicable)</p> <p>A. Service and annual maintenance contract:</p> <p>The successful tenderer shall have to enter into Annual Maintenance Contract for at least five years after the completion of guarantee period of 36 months at the rate of 3% of equipment cost per year, rate will be fixed for 5 years. The Annual Maintenance Contract shall include the repair and maintenance of equipment and plant and all accessories supplied by the tenderer as a part of this tender. It is the responsibility of the tenderer to see that the equipment and all accessories are maintained in proper functioning condition, whether any spare parts/accessories be manufactured by the tenderer or not.</p> <p>a) The tenderer should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). During AMC period, the Service Engineers will have to make 04(four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within 72 hours (3 days) from the date & time of lodging of complaint with the Service Engineer through phone / fax/person/post/courier/e-mail. A service call shall be attended even on Sundays and Public Holidays. The complaint /message will be sent to the address given in this contract as well as in supply order.</p> <p>b) If the breakdown is attended and rectified within 120 hours (5 days) at our sits, no penalty/ deduction will be made from the AMC bill.</p> <p>c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the</p>

		<p>Service engineer at our site, deduction will be made @ double the prorata basis AMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days.</p> <p>d) If the problems are required to be rectified at Service Centre site /workshop / premises, additional 7 days period will be allowed i.e. total 10 days from the day of initial breakdown report. Normal AMC charges for additional 7 days period will be deducted from the bill of AMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct @ double the AMC charges/ day on prorata basis from the bills for delayed period.</p> <p>If Only cost of spare parts and consumables will be paid separately as per the rate quoted for spares & consumable as per list uploaded while submission of tender</p> <p style="text-align: center;">OR</p>
	B.	<p>Service and comprehensive maintenance contract:</p> <p>The successful tenderer shall have to enter into comprehensive Maintenance contract for at least five years after the completion of guarantee period of 36 months at the rate of 5% of equipment cost per year, rate will be fixed for 5 years. The comprehensive Maintenance contract shall include the equipment and all accessories supplied by the tenderer as a part of this tender. It is the responsibility of the tenderer to see that the equipment and all accessories are maintained in proper functioning condition by providing spare parts where required, whether such spare parts/accessories be manufactured by the tenderer or not.</p> <p>a) The tenderer should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). During CMC period, the Manufacturer’s Service Engineers will have to make 04(four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within 72 hours (3 days) from the date & time of lodging of complaint with the Service Centre through phone / fax/person/post/courier/e-mail. A service call shall be attended even on Sundays and Public Holidays. The complaint /message will be sent to the address given in this contract as well as in supply order.</p> <p>b) If the breakdown is attended and rectified within 120 hours (5 days) at our sites, no penalty/ deduction will be made from the CMC bill.</p> <p>c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the Service Engineer at our site, deduction will be made @ double the prorata basis CMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days.</p> <p>d) If the problems are required to be rectified at Service Centre site / workshop / premises, additional 7 days period will be allowed i.e. total 10 days from the day of initial breakdown report. Normal CMC charges for additional 7 days period will be deducted from the bill of CMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct @ double the CMC charges/ day on prorata basis from the bills for delayed period.</p>
61.		<u>Payment condition:</u>
	A)	In case of Supply of Indian Manufactured Medical equipment-

	a)	80% payment will be made within 30 days from the date of satisfactory supply of the equipment, submission of bills and submission of all documents for execution of contract.
	b)	The balance 20 % payment will be released within 30 days after satisfactory installation commissioning of the equipment. The Performance Certificate of equipment shall be issued by competent authority/ Concerned HOD of respective hospital. Also user department shall obtain satisfactory inspection report from EE (MEC) and shall confirm that contract is executed before processing of the final bill.
	B)	In case of imported medical equipments:
		Payment will be made in the name of Principle Manufacturer by opening Letter of credit (L.C.). L.C. will be opened for 100 % CIF cost. However 80% payment will be released at sight only after submission of all documents for execution of contract.
	C)	If the payment to be made to the bidder is delayed for the reason from bidder's side, any increase in exchange rate will be recovered from bidder i.e. (in Indian rupees)
	D)	The payment of AMC/CMC of the medical equipments shall be made on six monthly basis subject to satisfactory completion of maintenance and servicing activities.
	E)	Submission of documents / evidence showing details of the payment of GST has been made (if applicable).
	F)	Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through ECS/RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks in Mumbai jurisdiction. Contractor shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs.200/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the contractor/supplier must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in MCGM records.
	G)	Tenderer who quoted the price in foreign currency, the exchange rate for price packet opening date maintained in Header Data in SRM system will be considered for price tabulation. However, Payment will be made at actual currency rate which will be applicable at the time of making payment for L.C. only.
62.	<u>Jurisdiction of courts</u> In case of any claim, disputes or differences arising in respect of the contract, the causes of action thereat shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.	
63.	M.C.G.M. has formed 'Procurement Redressal Committee' under the chairmanship of retired High Court Justice for the Redressal of grievances of bidders/prospective bidders/ related to procurement. The bidders/complainants can approach 'Procurement Redressal	

	Committee' for Redressal of their grievances by paying fees of Rs. 25000/-. The details of 'Procurement Redressal Committee' are given in Annexure-15. However, Municipal Commissioner has right to reject the request of bidder to allow to approach for Procurement Redressal Committee.
64.	The Municipal Corporation reserves its right to inspect the manufacturing premises of the company as and when required.
65.	All the above conditions should be strictly adhered to failing which the tender will be treated as non-responsive and no correspondence will be entertained in the matter.
66.	Third party inspection of the quoted equipments shall be carried out by the successful bidder for the equipments manufactured in India or abroad and report shall be submitted for the same at the time of delivery of equipments to MCGM.
67.	Necessary structural strengthening of site of installation shall be done through registered structural engineer appointed by bidder. Certificate to this effect shall be submitted after completion of work.

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

Sr No	PACKET A Description of Document	Sr No	PACKET B Description of Document
1	Annexure – 1 Particulars of the Tenderer	1	Annexure -5 Technical Offer
2	Annexure – 2 Form of undertaking of Mandatory Conditions	2	Annexure -7 Consumables recommended by tenderer.
3	Annexure -3 Undertaking to be signed by the Tenderer	3	Annexure -8 Comparison of tender specification v/s equipment specification
4	Annexure -3A-Tri party agreement.	4	Annexure-10 Experience Certificate
5	Annexure-4 PRO-FORMA for uploading details of EMD, Annexure-3	5	Copy of valid CE certificate OR copy of valid USFDA approval as mentioned in General Conditions (Technical specifications) of the tender.
6	Annexure -9A/9B/9C Pro-forma for Authorization letter/Certificate.	6	Technical brochure of quoted model
7	Annexure-11-Authorization letter for attending tender opening.	7	Annexure-6 Spare Parts recommended by tenderer.
8	Annexure -12 Instructions to the tenderer and Articles of Agreement duly signed		
9	Annexure-13 List of Bank		
10	Annexure-14 Pact of Integrity		
11	Annexure-15 Grievance Redressal Mechanism		
12	Signed copy of Tender Document (Schedule of Specifications, Mandatory Conditions)		
13	Firm/Company/ Sanstha Registration Certificates		
14	Partnership deed		
15	Solvency Certificate		
16	C.A.'s certificate for turnover of the tenderer		
17	Pan Card with Photograph.(Only for Indian Bidder)		
18	GST Registration Certificate as applicable		
19	Import / Export license issued by competent authority(if applicable)		
20.	Valid Registration Certificate under EPF & M Act 1952		
21.	Valid Registration Certificate under ESIC Act 1948.		
22.	Power of Attorney to sign the tender		

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

ANNEXURE -1

Tender No. KEM/ 231/TDRE-III

Bid No.: 7200033229

Particulars about the tenderer- (Specimen copy)

(To be uploaded in Packet 'A')

Date:-.....

(Following information to be submitted along with tenders **(in Packet 'A')** as detailed herein below on the **letterhead of the tenderer**. Put a tick mark where applicable. Write N.A. where not applicable. All fields are necessary)

1. Name & Address of the tenderer.
2. Address of service centre.
3. Names and addresses of all the partners.
4. e-mail address of the firm.
5. Name of the Power of attorney holder
6. Name & address of the manufacturer
 - a. Places of Manufacturer (In case of firms having more than one place, mention the nearest).
 - b. Registered Head Office with Postal Address and Telephone Number
 - e. Mumbai Office address with Telephone Number
 - d. Address with Telephone Number of service centre in Mumbai.

The detailed address and telephone numbers / mobile numbers / Fax Number are as below. The list of qualified service Engineers and staff working in our service centre has adequate experience of maintaining quoted equipments is given below.

Sr. No.	Name, Address, Telephone, Mobile Number, Fax Number of service engineers and staffs	Qualification	Designation

7. Total annual turnover in the last Financial Year of tenderer.
8. Is the tenderer registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
 - a. If so, furnish photo state copy of Certificate of Registration.
 - b. In case of Limited Companies furnish a copy of the memorandum of Articles of Association.

- c. In case of Proprietorship / Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).
 - d. Ownership status of the Firm. (Maharashtra Govt./ Other state Govt./ Central Govt./ Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company).
9. Whether tender is Indian/Foreign Manufacturer (State your category and upload document to this effect in 9 A formats.)
 10. Whether tenderer is the 100% Indian subsidiary of foreign manufacturer/ Subsidiary of principle Foreign Manufacturer registered in India / sister concern of Foreign manufacturer /Associate of Foreign manufacturer /joint venture of Foreign manufacturer/ affiliate of foreign manufacturer -all dully registered in India (State your category and upload document to this effect issued by Foreign Manufacturer in 9 B format)
 11. Whether tenderer is Distributor /Dealer / Importer /Traders/agent of foreign manufacturer (State your category and upload document to this effect issued by Foreign Manufacturer in 9 C format)
 12. Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.
9. Location of other manufacturing works / factories owned by the firm (if any)
 10. a) Name of equipment manufacturer(Make)-
 - b) Model quoted for the said tender:
 - c) Manufacturing place/Country of the equipment quoted for this tender:
 - d) Place of supply from where the machine/equipment is to be supplied to MCGM:
 11. County of Origin
 12. Port of Shipment.
 13. Currency for the quoted equipment-
 14. Bank Details:-
 - a.Bank details of Manufacturer.
 - b.Bank details of tenderer as applicable.

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

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

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

Annexure -2
Tender No. KEM/ 231/TDRE-III
Bid No.: 7200033229
Tender Form
(To be uploaded in PACKET A)

To,

The Municipal Commissioner
Municipal Corporation of Greater Mumbai

Sir,

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

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

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

3. I/ We have paid the Earnest Money Deposit (E.M.D.) online for INR..... and we are aware that this EMD shall not bear any interest till it is with MCGM.

4. I / We also agree to keep this e-tender open for acceptance for a period of **180 days** from the date

for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

- 5. I/We hereby further agree to execute agreement in the prescribed pro-forma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.
- 6. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.
- 7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit (Annexure-3) on the stamp paper of Rs.200/- (Rupees Two Hundred only) with regards to agreeing to the terms and conditions in corporate in the bid documents and various declarations as per requirement of MCGM and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

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

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

- 1.
- 2.
- 3.
- 4.

Full Names and Residential Address
of all the partners constituting

The firm:

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

2.
.....
.....
3.
.....

Annexure – 3
Tender No. KEM/ 231/TDRE-III
Bid No.: 7200033229

Undertaking to be signed by the tenderer
(To be uploaded in PACKET A)

AFFIDAVIT

To
The Municipal Commissioner
Municipal Corporation of Greater Mumbai
Sir,

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

1. “I/We do hereby offer to.....referred to in the specifications and schedule to the accompanying form of Contract at the rates entered in the schedule of rates sent herewith and signed by me/us” (strike out the portions which are not applicable)
2. I/Wedo hereby state and declare that I/we, whose names are given hereinbelow in detail with the addresses, have not filled in this tender under any other name or under the name of any after establishment/ firm or otherwise, nor are we in any way related or concerned with the establishment/ firm or any other person, who have filled in the tender for the aforesaid work.
3. I/Wehave filled in the accompanying tender with full knowledge of liabilities and, therefore, we will not raise any objection or dispute in any manner relating to any action/ including forfeiture of deposit blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this tender.
4. I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work / contract to me/us, that any information given by me /us in this tender it false or incorrect. I/we shall compensate the Municipal Corporation of Greater Mumbai for any such lapses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I /We further agree and undertake that I/We shall not claim in such case any amount by way of damage or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation.”

5. I/Wehereby confirm that I/We will be able to carry out and reply entered by me/us at the quoted rates as per specifications/ drawings indicated in the tender after compliance of all the required formalities within the specified time.
6. I/We do hereby undertake that we have entered the best price for the subject reply as for the present market rates and that I/we have not entered less price for the subject reply in any other outside agencies including Govt./Semi Govt. agencies and within M.C.G.M. also in similar conditions.
7. I / We agree to comply with fulfill the requirements of all labour laws or other enactments applicable to this supply and abide them throughout the period of contract.
8. I / We agree to abide the regulations of the MCGM premises now in force or which may come into force, during the currency of the contract. I / We accept the right of MCGM to stop any supervising staff/ labour employed by me / us from entering in the MCGM premises if it is felt that the said person is an undesirable element or is likely to create nuisance. MCGM will not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.
9. I / We shall not sublet the work to any agency without prior approval of the MCGM.
10. I / We understand and accept that our e-tender/contract is liable for rejection/termination and EMD paid by me/us shall be liable for forfeiture by the MCGM if-
 - a) I / We fail to keep the e-tender open as aforesaid,
 - b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
 - c) I / We do not commence the supply on or before the date specified by officer/ engineer in his work order/indent.
 - d) I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.
11. I/We..... hereby further state and declare that I/We are
 - not declared insolvent any time in the past.
 - not debarred/ black listed by either M.C.G.M. / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
 - not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.
12. I / we do hereby agree that if in future, it comes to the notice of MCGM/ if it is brought to the notice of MCGM that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in M.C.G.M. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, MCGM will be at

discretion to take appropriate action as its finds fit.

13. The acceptance of this tender by M.C.G.M. shall constitute a binding contract between me / us and M.C.G.M.
14. I/we further confirm that the information/document submitted by me regarding GST No. (If applicable) is true and correct as per record of GST Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for MCGM for 10 years.
15. I/We, _____ who are proven and reputable manufacturer of _____ (Name & description of the goods offered in the tender) having factories at _____, hereby certified that do hereby state that I/We have a full-fledged and well established service centre in Mumbai.
16. * I/We, _____ hereby declare that on our establishment there are less than 20 employees/ Labourers and as such it is not mandatory to register our firm under EPF & MP Act 1952.
17. *I/We -----hereby declare that we are using the energy for production purpose. However there are less than 10 employees / Labourers on our establishment.

OR

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

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

(* Strike out if not applicable)

18. I/ We hereby certify that M/s ----- (Name and address of Indian or foreign manufacturer bidder) submit offer and commit, sign finalize and execute order on our behalf. I/We will be directly responsible for all the tender related issues including quality and quantity of the supply. I/We shall supply equipment and raise the bill directly. I/ We certify for adequacy of technical expertise of the product offered and we will give back up support towards supply, spare parts, technical updates and services during warranty, Annual / Comprehensive Maintenance Contract as applicable.

Or

I/ We hereby certify that M/s ----- (Name and Address bidder) who is 100% Indian subsidiary of foreign manufacturer duly registered in India / Subsidiary of principle Foreign Manufacturer duly registered in India / sister concern of Foreign manufacturer duly registered in India /Associate of Foreign manufacturer duly registered in India /joint venture of Foreign manufacturer duly registered in India / affiliate of

Foreign manufacturer duly registered in India of _____
(Name and address of foreign manufacturer) are authorized to submit offer and commit, sign finalize and execute order on our behalf is responsible for sales promotions of our entire range of the products in India. I/We will be directly responsible for all the tender related issues including quality and quantity of the supply. I/We shall supply equipment and raise the bill directly. I/ We certify for adequacy of technical expertise of the product offer by M/s -----
----- (Name and Address of the Indian subsidiary) and we will give back up support towards supply, spare parts, technical updates and services during warranty, Annual / Comprehensive Maintenance Contract as applicable.

Or

I/ We hereby certify that M/s ----- (Name and Address bidder) who Distributor /Dealer / Importer /Traders/agent appointed by _____ (Name and address of foreign manufacturer) are authorized to submit offer and commit, sign finalize and execute order on our behalf and is responsible for sales promotions of our entire range of the products in India. I/We will be directly responsible for all the tender related issues including quality and quantity of the supply. I/We shall supply equipment and raise the bill directly. I/ We certify for adequacy of technical expertise of the product offer by M/s ----- (Name and Address of bidder) and we will give back up support towards supply, spare parts, technical updates and services during warranty, Annual / Comprehensive Maintenance Contract as applicable.

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

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

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

representing our case as to why such price variation/differential has arisen.
In case, if the explanation submitted by me/us is unsatisfactory then action as stated above including forfeiture of deposit & blacklisting may be taken against me/us.
I/we solemnly confirm the compliance of all the requirements/ Conditions of the Tender documents.

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

1. _____
2. _____
3. _____

Signature with Date, Name, & designation of Manufacturer / 100% Indian subsidiary of foreign manufacturer duly registered in India / Subsidiary of principle Foreign Manufacturer duly registered in India / sister concern of Foreign manufacturer duly registered in India /Associate of Foreign manufacturer duly registered in India /joint venture of Foreign manufacturer duly registered in India / affiliate of Foreign manufacturer duly registered in India

OR

Distributor /Dealer / Importer /Traders/agent of foreign Manufacturer
(Office Stamp)

WITNESS:

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

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

Note:-To be filled in and signed by the tenderer and to be submitted on non judicial paper of Rs.200/-duly notarized by Notary Public / First Class Magistrate.) or Equivalent document.

Annexure – 3-A
Tender No. KEM/ 231/TDRE-III
Bid No.: 7200033229

(In case of bid submitted by Authorized Distributor /Dealer / Importer /Traders/agent for foreign Manufacturer)

TRI PARTY AGREEMENT BETWEEN MCGM, MANUFACTURER AND BIDDER

This agreement made on this theday of, Two Thousand between **MCGM**, having its registered office at CST, MUMBAI hereinafter referred to as the **PURCHASER** (1ST Party) and **M/s. _____, India.** a firm (hereinafter referred to as the “**SUPPLIER**” which expression where the context admits shall include its successors in interest and assigns of the other part(2nd party) and **M/s _____ (3rd Party as Principle).**

Whereas as the **PURCHASER** is desirous that Supply, Installation, testing and commissioning of the equipment & accessories be done by supplier or manufacturer as per the terms and conditions laid out in tender document of the **PURCHASER**. Purchaser will follow standard practices as per the terms and condition laid out in the tender document to evaluate the bids submitted by the suppliers or manufacturers. Bidders who unconditionally accept all the terms and conditions of the purchaser will be eligible to bid.

All the suppliers (distributors) have to be authorized by the manufacturers and manufacturers indemnifies that all the terms are acceptable to them as well.

Purchaser will be given 5% bank guarantee by the Manufacturer/ Distributor /Dealer / Importer /Traders/agent for foreign Manufacturer towards the performance of the supplied equipment for the product life cycle (3yrs warranty plus 5 years CMC/AMC) (8 years).

Manufacturer has accepted the bid terms and conditions submitted by his Distributor /Dealer / Importer /Traders/agent for the Comprehensive/Annual Maintenance Contract & Supply Order terms under reference and whereas the Distributor /Dealer / Importer /Traders/agent has agreed to execute the CMC/AMC on the quoted rate, terms and condition as hereinafter referred to at a comprehensive/ annual maintenance cost (Inclusive of taxes, Duties Levies, transportation, handling, insurance, etc **except** CGST/SGST/IGST)

And whereas various General, technical & commercial negotiation/ correspondences took place between **SUPPLIER** & **PURCHASER** as a result of which **SUPPLIER**'S final offer has been accepted and whereas supply order has already been issued to the **SUPPLIER** by the **PURCHASER** vide Ref. no. _____ which has been duly accepted by the **SUPPLIER**.

NOW THIS AGREEMENT WITNESSED & THE PARTIES AGREES AS FOLLOWS:

1. In pursuance of the agreement and in consideration of Rate only as payable to the Manufacturer/ Bidder, the Manufacturer/ Bidder shall start commence the work in the manner as stated in the agreement.
2. The parties hereunder shall respectively and faithfully abide by the terms and conditions and stipulations contained in this agreement and perform / discharge their part of the obligation of the agreement accordingly.
3. The agreement shall be executed within the purview of the Indian Laws.
4. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of agreement herein before referred to.
5. The three sets of agreement shall be signed & 1 set of agreement shall remain with the PURCHASER, BIDDER and with Principle i.e. OEM.
6. IN WITNESS WHEREOF the parties have hereunto set their respective hand seals at Mumbai on the date, month and year first above written.
7. The Supplier has agreed for 5 years CMC/ AMC (with spares) for preventive and breakdown maintenance of the supplied equipment and it's accessories in order to ensure proper functioning of the equipment. The CMC/ AMC period will start only after successful completion of warranty period of three years which is further extendable as per DOWNTIME PENALTY clause stipulation as under:

During warranty period of 3 years i.e. 36 months from the date of satisfactory commissioning / installation of the equipment, log book will be maintained at the **Engineering/ User Department**. If the availability of the equipment, during warranty period, falls below 96% i.e. assuming 351 working days in the year of 365 days and similarly 1051 days in three years, the warranty period will be extended for the breakdown days the equipment remains breakdown minimum 96% availability of the equipment in terms of working days.

CMC/ AMC Charges: The CMC/AMC charge has been agreed by all the executors. The charges for CMC/ AMC (with spares) for 5 years for total unit & will start after successful completion of 3 years warranty period.

8. **Scope Of Work:** The scope of work under this agreement for CMC/AMC will be as under:
 - a) The CMC/AMC will be effective from the day after successful completion of warranty/ guarantee period. During CMC/AMC period, the Service Engineer will have to make 04 (four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within 72 hours (3 days) from the date & time of lodging of complaint with the supplier / principle through phone / fax/person/post/courier/e-mail. The complaint/message will be sent to the address given in this contract as well as in supply order.
 - b) If the breakdown is attended and rectified within 120 hours (5 days) at our sits, no penalty/ deduction will be made from the CMC/AMC bill.
 - c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the supplier at our site, deduction will be made @ double the prorata basis CMC/AMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days.
 - d) If the problems are required to be rectified at Service Centre site/workshop/premises, additional 7 days period will be allowed i.e. total 10 days from the day of initial

breakdown report. Normal CMC/AMC charges for additional 7 days period will be deducted from the bill of CMC/AMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct @ **double the CMC/AMC charges/ day on prorata basis from the bills for delayed period.**

- e) The CMC/AMC will be comprehensive and it will include supply, fitment, Maintenance, repair of the equipment, its parts. Arrangement of spares will be the sole responsibility of the Principle Manufacturer and / or its Distributor /Dealer / Importer /Traders/agent (in case of imported item) for which no extra charges will be paid to the party by MCGM as it has already been incorporated in CMC/AMC charges.
- f) In the event of failure of the Dealer/Indian distributor/importer/Trader/agent to execute the CMC/AMC as per agreed TENDER terms and conditions, the entire responsibility to execute the CMC/AMC will be on the Principle Manufacturer/OEM at the quoted cost only.
- g) In case the Principle Manufacturer changes the Distributor /Dealer / Importer /Traders/agent, it will be the sole responsibility of the Principle Manufacturer/OEM to communicate the same immediately to MCGM management to get the CMC/AMC executed uninterrupted through their reappointed/nominated Distributor /Dealer / Importer /Traders/agent to ensure that there is no discontinuation of the CMC/AMC due to change/re-appointment of Distributor /Dealer / Importer /Traders/agent etc. DEAN OR DMC, CPD or authorized representative will represent MCGM for agreement and its further renewals. Performance Bank Guarantee which will remain valid up to the end of 08 year which will be the responsibility of the Principle Company.
- h) The responsibility of supply, installation, testing and commissioning of medical equipments along with 3 years warranty and 5 years Comprehensive Maintenance Contract / Annual Maintenance Contract (As applicable) shall be of Manufacturer and Distributor /Dealer / Importer /Traders/agent **JOINTLY AS WELL AS SEVERALLY.**
- i) No advance payment will be made to the supplier on a/c of CMC/AMC rather; the payment of AMC/CMC of the medical equipments shall be made on six monthly basis subject to satisfactory completion of maintenance and servicing activities. In case of no Breakdown, failure in providing Quarterly Preventive Maintenance service will lead to nonpayment of proportionate CMC/AMC charges for that six months payment.
- j) This is a firm & fixed price agreement for CMC/AMC till CMC/AMC period. No taxes, duties etc, shall be reimbursed by the PURCHASER separately on this account and no variation/escalation shall be applicable during agreement period.

The CMC/AMC charges are exclusive of Service Tax/VAT which will be paid at actual by MCGM separately during the CMC/AMC period.

- k) I/We..... (Manufacturer) and
I/We..... (Distributor /Dealer /
Importer /Traders/agent) hereby further state and declare that I/We are
 - not declared insolvent any time in the past.
 - not debarred/ black listed by either M.C.G.M. / 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.

Settlement of Disputes: It is incumbent upon the supplier/Principle OEM to avoid litigation and disputes during the course of the execution. However, if such disputes take place between the contractor and the MCGM department, effort shall be made first to settle the disputes at the MCGM level.

The supplier/Principle OEM should make request in writing to the MCGM for settlement of such disputes /claims within 30 (thirty) days of arising of the cause of disputes/claim failing which no disputes/claims of the supplier shall be entertained by the company.

If differences still persist, in case of parties other than Govt. agencies the redresses of the dispute may be sought in the Court of Law in Mumbai Jurisdiction only.

“ The Supplier shall familiarize with the orders of the State/ Central Govt. applicible to the work, payment of wages Act, Workman’s Compensation Act, Contract Labour (R&A) Act etc. and shall be fully responsible and liable for due observance of the same.”

SIGNED, SEALED & DELIVERED

By the said Supplier (2nd party)

By the said (1st party)

For M/s.

For MCGM

Dean / DMC, CPD

Signature_____

Name:-

Designation :

Signature_____

Address:

Name:

Designation:

Address:

By the said (3rd party)

For MANUFACTURER/OEM

IN THE PRESENCE OF (WITNESS)

Signature

Name:

Address:

Signature

Name:

Address:

ANNEXURE -4

Tender No. KEM/ 231/TDRE-III

Bid No.: 7200033229

PRO-FORMA for uploading details of EMD and Annexure-3

(To be uploaded in PACKET A)

1	Name of Tenderer			
2	Name of Supply			
3	Department			
4	Bid No. & Date Due Date			
5	Details	E.M.D.	Annexure-3 (Affidavit)	
	a	Amount Rs.	-	
	b	On line Payment.	Yes	-
	c	Date		-
	d	Bank Details:-		-
	e	IFSC Code:-		-
6	Is original Annexure-3 uploaded?	-	Yes	

Full Signature of the tenderer
with Official Seal & Address

NOTE: PRO-FORMA should be on letter head of the tenderer.

ANNEXURE -5
Tender No. KEM/ 231/TDRE-III
Bid No.: 7200033229
 (Technical Offer)
 (To be upload in Packet 'B')

<u>Item Group No.</u>	<u>Description of the Items</u>	<u>Quantity</u>
<u>Item "A"</u>	SITC of Elisa reader and Washer System (02 Nos) for Microbiology Dept of KEM Hospital along with Standard accessories and CMC for five years after the completion of warranty of three years.	2 No.
A-1	<u>Import Supply</u>	
<u>Make</u>		
<u>Model</u>		
A-2	<u>Local Supply</u>	
<u>Make</u>		
<u>Model</u>		
<u>Scope of Supply</u>		
	Bidder shall carry out CMC for 5 years after the completion of warranty period of 3 years at the rate of 5 % per year of equipment cost only. CMC rates will be fixed for 5 years	

- Note:**
- 1) Price should NOT be quoted in this Annexure
 - 2) Scope of Supply:- Bidder shall clearly mention the scope of supply including standard, essential accessories and Local brands/supply of external monitor /cameras/computers/external cable, accessories etc as applicable if any along with make and model.
 - 3) Detailed Service Manual shall be provided with the Equipment.

Full signature of the Tenderer
 With Official Seal and Address

ANNEXURE - 6

Tender No. KEM/ 231/TDRE-III

Bid No.: 7200033229

(Technical Offer for Spares applicable in case of Annual Maintenance Contract)

Item Group No	Items Description in Commercial Bid for single unit	Description of the Items	OEM/ Proprietary	Open/ General
1	2	3	4	5

Full Signature of the tenderer with
Official Seal & Address

ANNEXURE -7
Tender No. KEM/ 231/TDRE-III
Bid No.: 7200033229
 (List Of Consumables)
 (To be uploaded in Packet ‘B’)

Item Group No 1	Items Description in Commercial Bid for single unit 2	Description of the Items 3	OEM/ Proprietary 4	Open/ General 5
Item	STIC of Elisa reader and Washer System (2 No)			
1	Consumable 1			
2	Consumable 2			
3	Consumable 3			
4	Consumable 4			
5	Consumable 5			
6	Consumable 6			
7	Consumable 7			

- Bidder shall clearly mention the type of consumables mentioned above i.e. OEM / Proprietary or Open/General with ‘Yes’ or ‘No’ comment against each consumable.
- The rate quoted for consumables shall be freezed for 8 years, shall be considered for evaluation.
- Any additional consumables other than mentioned above shall be covered under warranty and CMC.

Full Signature of the tenderer with
 Official Seal & Address

ANNEXURE -08
Tender No. KEM/ 231/TDRE-III
Bid No.: 7200033229
(To be uploaded in Packet B)

COMPARISION OF TENDER SPECIFICATION V/S EQUIPMENT SPECIFICATION

Tenderer should submit information in the following proforma

Sr No	Technical particulars/Description as per tender.	Technical particulars/Description of offered Equipment/Model(To be Filled by Bidder)	Catalogue /Brochure/Document Reference No. (To be Filled by Bidder)
A	Name of Equipment		
B	Name of Manufacturer		
C	Model of Equipment		
D	STIC of Elisa reader and Washer System (2 No) (Technical Specifications)		
Specification to be filled up			
D	Makes and Models of Local Equipment quoted.		
	1		
	2		
	3		
	4		
	5		

I/We have gone through all the details tender specification of MCGM and offered our specification as mentioned above.

I also undertake to supply the equipment as per same specification quoted by me.

Full Signature of the tenderer with
Official Seal & Address

Annexure-9A
Tender No. KEM/ 231/TDRE-III
Bid No.: 7200033229
PRO-FORMA FOR MANUFACTURER'S LETTER
(If tender is submitted by Indian or foreign manufacturer)
(To be uploaded in PACKET A)

To,
Municipal Commissioner,
M.C.G.M. Mumbai.

Sir,

Reference: - Your E-Tender Document No. _____ dated _____.

I/ We _____ who are an established and reputed manufacturer of (name of medical equipment) having factory/factories at _____, hereby state that we have (name of medical equipment) manufacturing unit/units as per tender condition. We hereby agree to manufacture the (name of medical equipment) as per the tender specification.

Also I/we declare that our manufacturing unit has output of _____ units /year and during previous five years manufactured _____ units, year wise breakup is as follows.

1. _____

2. _____

3. _____

4. _____

5. _____

We also hereby extend our full warranty, Annual Maintenance Contract, Comprehensive Maintenance Contract as applicable for the goods and services offered for supply of medical equipment against this tender document.

Yours faithfully

(Signature with Date, Name, & designation and stamp.)
of manufacturer i.e. M/s. _____

- Note:1)** This letter shall be on the letter head of the manufacturing firm in same format and shall be signed by a person competent and having the power of attorney to legally bind the manufacturer.
- 2) Original letter shall be uploaded during the submission of Tender.

Annexure-9B

Tender No. KEM/ 231/TDRE-III

Bid No.: 7200033229

PRO-FORMA FOR MANUFACTURER'S LETTER

(For foreign manufacturer's only)

(To be uploaded in PACKET A)

To,
Municipal Commissioner,
M.C.G.M. Mumbai.

Sir,

Reference: - Your E-Tender Document No. _____ dated _____.

I/ We _____ who are an established and reputed manufacturer of (name of medical equipment) having factory/factories at _____, hereby state that we have (name of medical equipment) manufacturing unit/units as per tender condition.

Our 100% Indian subsidiary / subsidiary of Principle foreign manufacturer /sister concern/associate/affiliate/joint venture- registered in India (In case of Foreign Manufacturer only) are submitting this tender against your requirement as contained in the above referred tender document for the above materials. We hereby agree to manufacture the (name of medical equipment) as per the tender specification.

I/We state that the price quoted by M/s _____ Our 100% Indian subsidiary / subsidiary of Principle foreign manufacturer /sister concern/associate/affiliate/joint venture- registered in India for this tender is reasonable and not higher than what we would have quoted, had we participated in this tender.

Also I/we declare that our manufacturing unit has output of _____ units /year and during previous five years manufactured _____ units, year wise breakup is as follows.

1. _____

2. _____

3. _____

4. _____

5. _____

We also hereby extend our full warranty, Annual Maintenance Contract, Comprehensive Maintenance Contract as applicable for the goods and services offered for supply of medical equipment against this tender document.

Yours faithfully

(Signature with Date, Name, & designation and stamp.)

of manufacturer i.e. M/s. _____

Note:1) This letter shall be on the letter head of the manufacturing firm in same format and shall be signed by a person competent and having the power of attorney to legally bind the manufacturer.

2) Original letter shall be uploaded during the submission of Tender.

Annexure-9C

Tender No. KEM/ 231/TDRE-III

Bid No.: 7200033229

PRO-FORMA FOR MANUFACTURER'S LETTER

(For foreign manufacturer's only)

(To be uploaded in PACKET A)

To,
Municipal Commissioner,
M.C.G.M. Mumbai.

Sir,

Reference: - Your E-Tender Document No. _____ dated _____.

I/ We _____ who are an established and reputed manufacturer of (name of medical equipment) having factory/factories at _____, hereby state that we have (name of medical equipment) manufacturing unit/units as per tender condition.

I/We ourselves hereby certify that M/s _____ Distributor /Dealer / Importer /Traders/agent appointed by us are submitting this tender against your requirement as contained in the above referred tender document for the above materials. We hereby agree to manufacture the (name of medical equipment) as per the tender specification.

I/We state that the price quoted by M/s _____ Distributor /Dealer / Importer /Traders/agent appointed by us in India for this tender is reasonable and not higher than what we would have quoted, had we participated in this tender.

Also I/we declare that our manufacturing unit has output of _____ units /year and during previous five years manufactured _____ units, year wise breakup is as follows.

1. _____
2. _____
3. _____
4. _____
5. _____

We also hereby extend our full warranty, Annual Maintenance Contract, Comprehensive Maintenance Contract as applicable for the goods and services offered for supply of medical equipment against this tender document.

Yours faithfully

(Signature with Date, Name, & designation and stamp.)
of manufacturer i.e. M/s. _____

- Note:**
- 1) This letter shall be on the letter head of the manufacturing firm in same format and shall be signed by a person competent and having the power of attorney to legally bind the manufacturer.
 - 2) Original letter shall be uploaded during the submission of Tender.

ANNEXURE -10
Tender No. KEM/ 231/TDRE-III
Bid No.: 7200033229
(To be uploaded in Packet B)

EXPERIENCE CERTIFICATE

“M/s _____ have supplied their model _____ to our institution in _____ (month/year). The unit is working satisfactorily and the service support is adequate”.

Signature and designation of the
Authorized officer issuing certificate

- NOTE:** 1) Experience Certificate in respect of supply of a _____ unit to State Government / Central Government or their undertaking / Semi Government Bodies / Local bodies / Large Corporate hospitals - more than 200 beds (without disclosing rates therein) should be supplied in the above mentioned format.
- 2) The above mentioned certificates which must be valid and current on the due date should be uploaded.
- 3) Experience Certificate should be in the name of Bidder **or** Manufacturer. Scanned copies shall be uploaded in the Packet “B”.
- Bidder/Manufacturer shall provide certified copies of the Executed purchase orders along with completion certificates in support of the experience.**

PROFORMA FOR Statement of experience Certificate

(For the period of last five years)

Tender No. KEM/ 231/TDRE-III

Bid No.: 7200033229

Tender Reference No. : _____

Date of Opening : _____

Time : _____

Name & Address of the Tenderer: _____

Name & Address of manufacturer: _____

Order placed by (Full address of Purchase/ Consignee)	Description and quantity of ordered goods and services	(attached documentary proof)**
1	2	3

Signature & seal of the Tenderer

Note : Experience Certificate should be in a name of the bidder or manufacturer.

Bidder/Manufacturer shall provide certified copies of the Executed purchase orders along with completion certificates in support and performance certificates of the experience.

Specify how much quantity of products were supplied to the State Government / Central Government or their undertaking / Semi Government Bodies / Local Bodies/ Large Corporate hospitals - more than 200 beds as shown below. (Use separate sheet, if necessary)

ANNEXURE -11

Tender No. KEM/ 231/TDRE-III

Bid No.: 7200033229

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

To,

The Municipal Commissioner,
M.C.G.M.

Subject: Tender No. _____
due on

Sir,

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

Yours faithfully,
Signature and seal of the tenderer

Specimen Signature of representative

Note:- Photo ID of Representative is compulsory

Annexure – 12

Tender No. KEM/ 231/TDRE-III

Bid No.: 7200033229

Pro-forma of 'Articles of Agreement' for the purchase of equipment at the
..... M.C.G.M. Hospital,

Quotation / Tender due on _____

**Standing Committee Resolution No _____ Dated _____ /Mayor's/ Addl. Municipal
Commissioner's/DMC's Sanction No. _____ Dated _____**

Contract for Supply / work of : _____

Case No. _____ of _____

During the period from _____ to _____

THIS AGREEMENT MADE ON THIS _____ Day of _____

Two Thousand _____ Between _____

(Partner /Proprietor's Full Name) in habitant/s of Mumbai, carrying on business at

in Mumbai under the style and name of Messer's _____ for and on
behalf of himself / themselves, his / their heirs, executors, administrators and assigns
(Hereinafter called ' the Contractor/s') of the FIRST PART and _____
Shri/Smt. _____ the Dean (KEM Hospital) in
which expressions are included unless such inclusion is inconsistent with the context or meaning
therefore include Dean (KEM Hospital) and any officers of Municipal Corporation of Greater
Mumbai authorized by the Dean (KEM Hospital) and shall also include their successors &
assign / assignee for the time being holding office, of the SECOND PART and the Municipal
Corporation of Greater Mumbai (Hereinafter called ' the Corporation') of the THIRD PART.

WHEREAS the Municipal Commissioner for Greater Mumbai has interallia deputed under
Section 56 and 56 (b) of the Mumbai Municipal Corporation Act 1888 his powers, functions and
duties under the provisions contained in Chapter III of the Mumbai Municipal Corporation Act
1888 to the Dean (KEM Hospital)

AND WHEREAS the Dean (KEM Hospital) in pursuance of the power vested in him / her under
the provision of the Mumbai Municipal Corporation Act 1888 and in accordance with the
provision of the said Act, invited Tender / Quotation for supply of the Equipment and / or certain
work mentioned in the schedule / specification here to annexed.

AND WHEREAS the contractor/s has/have submitted Tender for the Supply of the Equipment and / or work thereof and his / their said Tender was accepted by the Dean (KEM Hospital) on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Contractor/s has / have paid deposit of Rs. _____ (Rs. _____) in the office of Dean (KEM Hospital) as Contract Deposit for the due and faithful performance of this contract OR has / have furnished the General Undertaking and Guarantee for Rs. _____ (Rs. _____)

of Bank, for the payment interalia of the said amount of the Contract Deposit in the office of Dean (KEM Hospital) for the due and faithful performance of this contract.

NOW THESE PRESENTS WITNESS and it is hereby agreed and declared between and by the parties hereto as follows:

1. Contract Period

That this Contract shall be deemed to have commence as from and after _____ Day of _____ Two Thousand _____ and shall continue in force, subject to the power of the Dean/ Ch.M.S./E.H.O for the time being to determine the same previously as hereinafter mentioned until _____ Day of _____ Two Thousand _____. Or until such time as the Supply / work herein mentioned and shall have been completed and certified for by the Dean/ Ch.M.S./E.H.O. / purchasing Officer as being of good quality and in good working order.

2. Contract deposit:

Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost in the form of Bankers' Guarantee from the Bankers approved by the Municipal Corporation of Greater Mumbai & same will be retain upto completion of AMC/CMC period.

3. Supply to be made according to the Order

The Contractor/s during the continuance of this contract shall supply the Equipment as per the specification of the Tender Form and/or carry out any and/or works specified in the Tender Form as per the order by the Dean/ Ch.M.S./E.H.O.or any other Officer of the Corporation authorized in this behalf. (Such order to be in writing and signed by the said Officer) to the entire satisfaction of the Dean/ Ch.M.S./E.H.O.or purchasing Officer, within stipulated period after receipt of the respective Order / opening of Letter of Credit.

3(a). Failure to execute Orders

If the Contractor/s fail to comply with the orders and / or carry out the work within the period stipulated, the Municipal Commissioner / Dean/ Ch.M.S./E.H.O./ purchasing Officer shall exercise his discretionary power to recover from the Contractor/s as agreed, liquidated damage or by way of penalty as may deem reasonable under the circumstance and the same shall be recovered from any dues of the Contractor/s.

3(b). Period

Unless otherwise stated elsewhere in this Contract, Equipment shall be delivered by the

Contractor/s within stipulated period from the date of receipt of Order / Opening of Letter of Credit by the Corporation.

4. Place of Delivery

The Equipment ordered for shall be delivered by the Contractor/s at MCGM. Hospital, or at such other Office or Establishment of the Corporation, situated within the limits of Greater Mumbai as may mentioned in the respective Order. All charges for carriage and / or delivery thereof and/or stacking at such place/s shall be borne by the Contractor/s. The said Equipment to be supplied shall be new and of sound quality and to be in proper working condition. The defective and / or damaged part and / or any other non-working functional part of the said Equipment shall be replaced forthwith by the Contractor/s and for which no charge of any nature whatsoever, shall be paid by the Municipal Corporation of Greater Mumbai.

5. Quality

The Equipment supplied by the Contractor/s in accordance with the contract, shall be new and of the best quality and in working condition of their respective kinds, in accordance with the Municipal specifications, if any and of the exact size, kind and description required and shall be subject to the approval of the party or parties signs the same and in case of their not being approved shall be liable to be rejected.

6. Penalty for Inferior Supply

If the equipment supplied is found of inferior quality or not as per the specification, the Contractor shall replace the Equipment within one month from the date of intimation at the risk & cost of the Contractor and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Contract Deposit of the Contractor shall be forfeited & the Tenderer shall be liable for penal action, including Blacklisting & etc. In addition to forfeiture of Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Municipal Commissioner the same shall be payable by the contractor immediately on demand, failing which the same shall be recovered from other dues of the Contractor by the Corporation.

7. Risk & Cost Purchase

In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily the equipment within the prescribed time as herein provided and or in case shall fail at once to replace any part/s that may have been rejected as herein provided with other of approved quality, the Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specific period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The extra cost thereof (if any) and all expenses thereby incurred, to a maximum of 15 % shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between

the Contractor/s and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.

8. **Submission of Bill**

The Contractor/s on completion of the delivery of the Equipment and after satisfactory Installation and commissioning of the Equipment and / or completion of the work mentioned in the respective order, shall present his/their bills in duplicate to the purchasing Officer within 8 (eight) days after satisfactory commissioning of the said Equipment.

9. **Monetary dealings with the Municipal Employees**

The Contractor/s shall not lend to or borrow from, or have or enter into any monetary dealings or transactions, either directly or indirectly, with any Municipal Employees, and if he / they or any of them shall do so, the Municipal Commissioner shall be entitle to terminate this contract forthwith and forfeit the Earnest Money Deposit / Contract Deposit without prejudice to the other rights and remedies of the Corporation, claim damages from the Contractor/s for the breach of the Contract.

10. **Breach of Contract**

In case of failure on the part of the Contractor/s at any time during the continuance of this Contract to comply with any of the condition herein contained or in case of any breach whatsoever of any portion of this contract, the Commissioner shall be at liberty, absolutely to determine the same by giving the Contractor/s one calendar month's previous notice in writing of his intention to do so and in such case the Contractor/s shall be responsible for and shall make good to the Corporation all loss, cost and damage of every description which the Corporation may sustain in consequence of such failure or breach or determination of the Contract and without prejudice to generality of the foregoing, the said sum of Rs. _____ deposited as Earnest Money Deposit & Contract Deposit as aforesaid shall be absolutely forfeited to the Corporation as liquidated damages for such failure or breach or determination of the contract.

11. **Dissolution of the Contract**

The Contractor/s shall not at any time dissolve partnership in respect of this contract or otherwise, change or alter their respective interests therein or assign, sublet or make over the present contract or the benefit thereof or any part thereof to any person/s whomsoever without the previous consent in writing of the Municipal Commissioner for the time being. In case the Contractor/s shall at any time commit any breach of this covenant then the Earnest Money Deposit / Contract Deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages.

12. **Disputes etc to be decided by the Commissioner**

If any dispute or difference shall arise between the Dean (Hospital) or other officer aforesaid on the one hand and the Contractor on the other hand, concerning the supplies to be made by

the contractor/s under these present or any of them or the quantity or quality thereof the delivery, stacking measurement, weighment for making thereof or other action taken, or purchasing respectively to have been imposed or taken under these presents or regarding any default or alleged default or illegal or improper action on the part either of the Contractor or of the Dean/ Ch.M.S./E.H.O.or other Officer aforesaid or the mode of carrying out any giving effects to provisions of these presents, or concerning the meaning or intention of this contract or any part thereof or concerning any certificate or order made or purporting to have been made hereunder, or in any way whatsoever relating to interest of the Corporation or of the contractor, every such dispute and difference shall from time to time be referred to and be settled and decide by the Commissioner, who shall be competent to enter upon the subject matter of such dispute or difference with or without formal reference or notice to the Contractor or others concerned, or any of the and the Municipal Commissioner shall decide the same.

13. **Commissioner's direction & decisions to be final and binding**

The directions, decisions, certificates, orders and awards given and made on such reference as aforesaid of the Commissioner (which said direction, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Contractor and shall not be set aside on account of any technical or legal defects therein or in the Contract, or on account of any formality, omission, delay or error of proceedings or on any ground or for any pretence, suggestion, charge insinuation of fraud, collusion and etc.

14. **The Commissioner not compellable to defend or answer any suit relating to any certificate or award made by him.**

The Commissioner shall not be made party to be required to defend or answer any action, suit or proceeding at the instance of the Corporation or the Contractor nor shall be compellable by any proceeding whatsoever to answer or explain and matter relating to any certificate or award made by him or to state or show how or why or on what grounds he settle, ascertained or determined or omitted to settle, ascertain or determine in any manner whatsoever, nor shall he be compellable to state or give his reasons for any proceeding whatsoever which he may take or direct to be taken in or about, or show to any person or persons for any purpose whatsoever any document whatsoever or any calculations or memoranda whatsoever in his possession or power relating thereto.

15. **Corporation's lien over all moneys due to the Contractor or his deposit**

The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Contractor/s under these present and or also on and over the deposit or security, amount or amounts made under this contract and which may become repayable to the Contractor/s made the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the Contractor/s either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature whatsoever between the Corporation and the Contractor/s and also for or in respect of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Contractor/s either alone or jointly with another and others under the provision of the Mumbai Municipal Corporation Act, or any other Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum or tax due by the Contractor/s from the moneys, security or deposit which may

become payable or returnable to the Contractor/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Contractor/s in his/ their capacity as a trustee/s either alone or jointly with others. The provisions of this conditions shall also apply and extended to the Banker's Guarantee if any given by the Contractor/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.

16. Termination of the Contract

These presents in every clause matter and thing herein contained shall cease and determined on the expiry of the guarantee period on installation and satisfactory commissioning and performance of the said Machine. (Unless the same shall have been previously determined by the Commissioner as hereinbefore provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which may have been broken or not performed.

17. Return of the Contract

If the Contractor/s shall duly and faithfully carry out this contract and shall duly satisfy all claims properly chargeable against him / them hereunder the said sum of Rs. _____ shall be returned to the Contractors and any balance due to the Contractor/s under these present shall at the same time be paid to him / them.

18. Banker's Guarantee

In the event of the said deposit of Rs. _____ having been made by the Contractor/s by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the Contractor/s under any of the provision of this Contract becoming subject to or liable for any penalty or damages liquidated or unliquidated or of the said deposit of Rs. _____ becoming forfeited as hereinbefore mentioned and in any such case the amount of any such penalty or damages and the deposit so forfeited if not previously paid to the Commissioner shall immediately on demand be paid by the said Bankers to and may be forfeited by the Commissioner under and in terms of the said General Undertaking and Guarantee. If no penalty or damage or forfeiture of deposit claimable from or against the Contractor/s and Bankers shall at the expiration of this contract be freed and released from the obligations of the said General Undertaking and Guarantee in respect of this contract without prejudice, however, to the continuing liability of the Contractor/s and of the said Bankers and the right of the Commissioner and / or the Corporation to claim subsisting Tender or Contract entered into by the Contractor/s with Commissioner and / or the Corporation.

19. Partnership

Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these present shall if signed in the partnership name by any one of the Contractor/s be of a good and sufficient discharge to the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby and in the event of the death of any contractors, during the pendency of this contract it is thereby expressly agreed that every receipt by any of the surviving Contractor/s shall if so signed as aforesaid, be a good and sufficient discharge as aforesaid. PROVIDED that nothing in this clause contained shall be deemed to prejudice or affect any claim which the Commissioner or Corporation may hereafter have against the legal representatives of any Contractor/s so dying or in respect of any breach of any of the conditions hereof. PROVIDED ALSO that nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Contractor/s and of the legal representatives of any deceased Contractor/s inter se.

20. **Charges**

All costs, charges and expenses incurred in connection with this contract including stamp duty and all other disbursements, shall be paid by the Contractor/s.

21. **Singular – Plural**

Words in the Singular number shall include the plural and plural the singular.

22. **Meaning**

The Word ‘The Municipal Commissioner’ or ‘Commissioner’ wherever they occur in this Tender or in the Contract shall be construed to mean ‘Additional Municipal Commissioner ‘.

23. **Acknowledgement**

Every notice served upon any one of the Contractor/s in pursuance of the Terms and Conditions of this Contract shall be deemed to have been duly served upon the Contractor/s if it is addressed to the place of the Contractor/s given by them and duly posted, even if the same may not have actually reached / received by them.

24. **Penalty**

If the contractor fails to comply with the order within the delivery period stipulated, the municipal Commissioner/ D.M.C.(C.P.D) / Dean/ Ch.M.S./E.H.O./ Intending Officer shall exercise his discretionary power either :-

To recover from contractor as agreed, the liquidated damages or by way of penalty half percent of the price of the equipment which the contractors has failed to deliver as aforesaid per week or part thereof during which the delivery of such equipment may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the equipment undelivered. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from BrihanmumbaiMahanagarPalika.

OR

To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.

25. **Guarantee and repair during the guarantee period**

The Contractor/s shall for a period of Thirty Six calendar months after the acceptance and satisfactory Installation and commissioning of the equipment, maintain, uphold and keep them in thorough repairs and working order at their own cost and expenses and to the entire satisfaction of the Municipal Commissioner or the Dean/Ch.M.S /E.H.O. or the purchasing Officer, the entire Machinery / Equipment and shall also be responsible for and be liable under the provisions of this clause to make good any defect that may during that period develop in the normal and proper working of the Machinery / Equipment. In case of repairs of Machinery / Equipment which is not manufactured in India, the manufacturer, the 100% Indian subsidiary of foreign manufacturer, Subsidiary of principle Foreign Manufacturer / sister concern of Foreign manufacturer /Associate of Foreign manufacturer /joint venture of Foreign manufacturer duly registered in India / affiliate of Foreign manufacturer duly registered in India

Distributor /Dealer / Importer /Traders/agent during the guarantee / warranty period shall bear all the taxes, custom duties, levies, to & fro cost of transportation etc. of the Machinery / Equipment while the same is taken away from India and returned to India (i. e. Municipal

Hospital) duly repaired by the Manufacturer. During the entire period of guarantee the Tenderer shall replace the equipment and or part of the equipment entirely on its break down / non functional, which shall be at the cost of the Tenderer and includes the labour charges, transport charges and etc. shall also be borne by the Tenderer. The tenderer should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). If this is not done, a penalty @ 1% per day of Contract Cost of equipment will be imposed on the tenderer and same will be recovered from Contract Deposit or payment due if any.

26. Maintenance contract:

i. Service and annual maintenance contract:

The successful tenderer shall have to enter into Annual Maintenance Contract for at least five years after the completion of guarantee period of 36 months at the rate of 3% of equipment cost per year, rate will be fixed for 5 years. The Annual Maintenance Contract shall include the repair and maintenance of equipment and plant and all accessories supplied by the tenderer as a part of this tender. It is the responsibility of the tenderer to see that the equipment and all accessories are maintained in proper functioning condition, whether any spare parts/accessories be manufactured by the tenderer or not.

- a) The tenderer should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). During AMC period, the Service Engineers will have to make 04(four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within 72 hours (3 days) from the date & time of lodging of complaint with the Service Engineer through phone / fax/person/post/courier/e-mail.

A service call shall be attended even on Sundays and Public Holidays. The complaint /message will be sent to the address given in this contract as well as in supply order.

- b) If the breakdown is attended and rectified within 120 hours (5 days) at our sites, no penalty/ deduction will be made from the AMC bill.
- c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the Service engineer at our site, deduction will be made @ double the prorata basis AMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days.
- d) If the problems are required to be rectified at Service Centre site /workshop / premises, additional 7 days period will be allowed i.e. total 10 days from the day of initial breakdown report. Normal AMC charges for additional 7 days period will be deducted from the bill of AMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct @ **double the AMC charges/ day on prorata basis from the bills for delayed period.**

If Only cost of spare parts and consumables will be paid separately as per the rate quoted for spares & consumable as per list uploaded while submission of tender.

OR

ii. **Service and comprehensive maintenance contract:**

The successful tenderer shall have to enter into comprehensive Maintenance contract for at least five years after the completion of guarantee period of 36 months at the rate of 8% of equipment cost per year, rate will be fixed for 5 years. The comprehensive Maintenance contract shall include the equipment and all accessories supplied by the tenderer as a part of this tender. It is the responsibility of the tenderer to see that the equipment and all accessories are maintained in proper functioning condition by providing spare parts where required, whether such spare parts/accessories be manufactured by the tenderer or not.

- a) The tenderer should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). During CMC period, the Manufacturer's Service Engineers will have to make 04(four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within **72 hours (3 days)** from the date & time of lodging of complaint with the Service Centre through phone / fax/person/post/courier/e-mail. A service call shall be attended even on Sundays and Public Holidays. The complaint /message will be sent to the address given in this contract as well as in supply order.
- b) If the breakdown is attended and rectified within 120 hours (5 days) at our sites, no penalty/ deduction will be made from the CMC bill.
- c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the Service Engineer at our site, deduction will be made @ double the prorata basis CMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days.
- d) If the problems are required to be rectified at Service Centre site / workshop / premises, additional 7 days period will be allowed i.e. total 10 days from the day of initial breakdown report. Normal CMC charges for additional 7 days period will be deducted from the bill of CMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct @ **double the CMC charges/ day on prorata basis from the bills for delayed period.**

27. **Scope of the Contract**

And where it is further hereby agreed between the parties of all the parts herein that the Terms and conditions of the Instruction to the Tenderers including the Annexures thereof and the specification of the equipment shall form parts & parcel of these Contract Agreement.

28. **Operation of the Contract Clauses**

The D.M.C.(C.P.D.) / Dean/ Ch.M.S./E.H.O.or his / her successor/s for the time being holding the office of the D.M.C.(C.P.D.) / Dean/ Ch.M.S./E.H.O. shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various

clauses of the said contract. All such notices signed by the Dean/ Ch.M.S./E.H.O. shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner.

IN WITNESS WHEREOF the Contractors and Dean (KEM Hospital) have hereunto set hands and seal of the Corporation has been hereunto affixed.

SIGNED, SEALED AND DELIVERED

By _____

Of _____

In the presence of

1) _____

2) _____

CONTRACTOR

SIGNED, SEALED AND DELIVERED

By _____

Dean (KEM Hospital) in the presence of

1) _____

2) _____

Dean (KEM Hospital)

The Common Seal of the Municipal Corporation of Greater Mumbai was

Affixed on this _____ day of _____

S E A L

Two Thousand _____ in the presence of

1) _____

2) _____

Two members of the Standing Committee
Of the Municipal Corporation of Greater
Mumbai.

Witness _____

Municipal Secretary _____

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

Annexure – 13

**Tender No. KEM/ 231/TDRE-III
Bid No.: 7200033229**

1. The following Banks with their branches in Greater Mumbai and up to Virar and Kalyan have been approved only for the purpose of accepting Banker's Guarantee from 1997-98 onwards until further instructions.
2. The Banks Guarantee issued by branches of approved banks beyond Kalyan and Virar can be accepted only if the said Bankers' Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai Limit categorically endorsing thereon that the said bankers guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said branch of the Bank, in case of default by the contractor / supplier furnishing the Bankers Guarantee.

List of approved Banks

(A) S.B.I. & its subsidiary banks

1. State Bank of India
2. State Bank of Hyderabad
3. State Bank of Mysore
4. State Bank of Patiala
5. State Bank of Saurashtra
6. State Bank of Travencore
7. State Bank of Indore

(B) NATIONALIZED BANKS

8. Allahabad Bank
9. Andhra Bank
10. Bank of Baroda
11. Bank of India
12. Bank of Maharashtra
13. Central Bank of India
14. Dena Bank
15. Indian Bank
16. Indian Overseas Bank
17. Oriental Bank of commerce
18. Punjab National Bank
19. Punjab & Sind Bank

20. Syndicate Bank
21. Union Bank of India
22. United Bank of India
23. UCO Bank
24. Vijaya Bank
25. Corporation Bank
26. Canara Bank

(C) SCHEDULED COMMERCIAL BANKS

27. Bank of Madura Ltd.
28. Bank of Rajasthan Ltd.
29. Banaras State Bank Ltd.
30. Bharat Overseas Bank Ltd.
31. Catholic Syrian Bank Ltd.
32. City Union Bank Ltd.
33. Development Credit Bank
34. Dhanalakshmi Bank Ltd.
35. Federal Bank Ltd
36. Indus ind Bank Ltd.
37. I.C.I.C.I. Banking Corporation Ltd.
38. Global Trust Bank Ltd.
39. Jammu & Kashmir Bank Ltd.
40. Karnataka Bank Ltd.
41. Karur Vysya Bank Ltd.
42. Laxmi Vilas Bank Ltd
43. Nedungadi Bank Ltd
44. Ratnakar Bank ltd.
45. Sangli Bank Ltd.
46. South Indian Bank Ltd.
47. S.B.I. Commercial & Int. Bank Ltd.
48. Tamil land Mercantile Bank Ltd.
49. United Western Bank Ltd.
50. Vysya Bank Ltd.
51. Axis Bank
52. Kotak Mahindra Bank Ltd

(D) SCHEDULED URBAN CO-OP BANKS

53. Abhyudaya Co-Op. Bank Ltd.
54. Bassein Catholic Co-Op. Bank Ltd
55. Bharat Co-Op. Bank Ltd.
55. Bombay Mercantile Co-Op. Bank Ltd.
57. Cosmos Co-Op. Bank Ltd.

58. Greater Mumbai Co-Op. Bank Ltd.
59. Janata Sahakari Bank Ltd.
60. The Mumbai District Central Co-Op. Bank Ltd.
61. The Maharashtra State Co-Op. Bank
62. New India Co-Op. Bank Ltd.
63. North Canara G.S.B. Co-Op. Bank Ltd.
64. Rupee Co-Op. Bank Ltd.
65. Sangli Urban Co-Op. Bank Ltd.
66. Saraswat Co-Op. Bank Ltd.
67. Shamrao Vitthal Co-Op. Bank Ltd.
68. Mahangar Co-Op. Bank Ltd.
69. Citizen Bank Ltd.
70. Yes Bank
71. Punjab and Maharashtra Co-Op Bank Ltd
72. Thane Janata Sahakari Bank Ltd

(E) FOREIGN BANKS

73. ABN AMRO BANK N.V.
74. American Express Bank Ltd.
75. ANZ Grindlays Bank
76. Bank of America NT & SA
77. Bank of Tokyo Ltd.
78. Banque Indosuez
79. Banque National De Paris
80. Barclays Bank
81. Citi Bank N.A.
82. Hongkong & Shanghai Banking Corporation Ltd.
83. Mitsui Taiyokbe Bank Ltd.
84. Standard Chartered Bank
85. CHO-Hung Bank
86. HDFC Bank
87. IDBI Bank

ANNEXURE – 14

Tender No. KEM/ 231/TDRE-III

Bid No.: 7200033229

FORM OF INTEGRITY PACT

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

WHEREAS THE MCGM invites for the -----

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

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

NOW, THEREFORE

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

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

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

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

1. COMMITMENTS OF THE M.C.G.M.

- 1.1 M.C.G.M. commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- 1.2 The M.C.G.M. undertakes that no employee of the MCGM, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.3 M.C.G.M. will during tender process treat all bidders with equity and reason. The M.C.G.M. before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 1.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the MCGM with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the MCGM and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the MCGM the proceedings under the contract would not be stalled.

2. COMMITMENTS OF THE BIDDERS / CONTRACTORS

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

- 2.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process or to any MCGM person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with MCGM for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with MCGM.
- 2.4 The Bidders/ Contractors will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.5 The Bidders / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the bidders will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by MCGM as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 2.6 The Bidders/ Contractors of foreign origin shall disclose the names and addresses of representatives in India, if any, and Indian bidder shall disclose their foreign principles or associates.
- 2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the MCGM.
- 2.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with MCGM.

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

3. PREVIOUS TRANSGRESSION

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

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

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

5. FALL CLAUSE

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

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

- 6.1 The M.C.G.M. appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 6.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.
- 6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.
- 6.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.
- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
- 6.6 The MCGM will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard

submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.

- 6.8 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by M.C.G.M./ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- 6.9 The word "IEM" would include both singular and plural.
- 6.10 Both parties accept, that the recommendation of IEM would be in the nature of advise and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.

7. VALIDITY OF THE PACT

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

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the MCGM or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible health for the purpose of such examination.

9. MISCELLANEOUS

- 9.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the M.C.G.M. i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that

may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

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

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

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

	MCGM	BIDDER/SELLER
Signature	-----	-----
Name of officer	-----	-----
Designation	-----	-----
Name of Company	-----	-----
Address	-----	-----
	-----	-----
Dated	-----	-----

	WITNESS-1(MCGM)	Witness-1(BIDDER/SELLER)
Signature	-----	-----
Name of officer	-----	-----
Designation	-----	-----
Name of Company	-----	-----
Address	-----	-----
	-----	-----
Dated	-----	-----

ANNEXURE – 15

Tender No. KEM/ 231/TDRE-III

Bid No.: 7200033229

GRIEVANCE REDRESSAL MECHANISM

Procuring Entity, M.C.G.M. has formed a Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, may within a period of 7 days or any such other period, as may be specified in the pre-qualification document, bidder registration document or bidding documents make an application for review of such decision or action to procuring entity [Director (M.E.&M.H.) for medical tenders, Director (E.S.&P.) and/or concerned D.M.C. for Engineering Department, concerned D.M.C. for the other tenders]. While making such an application for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

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

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

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

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

Procurement Redressal Committee will consists of not less than three members including its Chairman who shall be the retired Judge of High Court and two members of the Committee will be from the field of Public Procurement and experience at senior level in Public Administration or Public Finance or Management or Engineering or Specific Project or Management of Public Sector Enterprises.

On receipt of the application, the Committee shall after giving opportunity of hearing to the procuring entity, M.C.G.M. as well as the Applicant, determine the issue taking into consideration the rules and guidelines as well as tender conditions, terms of the pre-qualification, bidder registration or bidding document, as the case may be and communicate its recommendations including corrective measures to be taken to M.C.G.M. and to the Applicant within 10 days, if necessary, the Committee may held more sittings to dispose the application.

No application shall be maintainable before the Procuring Committee in regard of any decision of the M.C.G.M. relating to following issues:

- Determination of need of procurement
- The decision of whether or not to enter into negotiations.
- Cancellation of a procurement process for certain reasons.

The Procurement Redressal Committee may recommend to the procuring entity the suspension of the procurement process pending disposal of the application, if in its opinion, failure to do so, is likely to lead miscarriage of justice.

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

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

Full Signature of the tenderer with
Official Seal and Address

Specification for ELISA Reader & Washer System for Department of Microbiology,
Seth G.S.M.C & K.E.M Hospital, Mumbai

A. ELISA Reader:

- 1) Should be an imported system.
- 2) Should have reading capacity of 1 to 96 wells individually.
- 3) Should have linear measurement range of 0 to at least 4.00 Optical Density (OD).
- 4) Should have a photometric accuracy of +/- 3% or better.
- 5) Should have a resolution of 0.001 OD.
- 6) Should have variable speed plate shaking capability.
- 7) Should have wavelength range from 400 to 750 nm and should have easy access minimum four position filter wheel.
- 8) Should have automatic filter selection.
- 9) Should have automatic calibration before each plate reading.
- 10) Should have the facility of programming upto atleast 40 assay protocols.
- 11) Should have blanking facility air wise and well wise.
- 12) Should be capable of reading U, V and flat type wells.
- 13) Should be capable of reading 8 or 12 well strip plates. Should have the option of single and dual wavelength measurement.
- 14) Should use halogen / LED light source. In case of halogen light source, two spare bulbs should be provided.
- 15) Should have the facility of operating the system through software connected to computer.
- 16) Memory back-up option should be available for data management.

B. ELISA Washer:

- 1) Should have 8 Channel or 12 Channel Manifold.
- 2) Should have capability to wash U,V or flat bottomed wells.
- 3) Should have more than 50 protocols programmable in the system.
- 4) Should have programmable washing time, volume, soaking time and plate shaking capacity.
- 5) Should have minimum 6 wash cycles.
- 6) Dispensing volume should be 50-1000 µl with increment of 50 µl.
- 7) Residual volume should not exceed 10 µl.
- 8) Should have in-built vacuum and dispensing pumps/ peristaltic pump to ensure accurate and quiet washing. The sound level shall not exceed the limits specified as per the Environment Protection Act.
- 9) Should provide additional two numbers each of wash buffer bottle and waste bottle.
- 10) Strip and Plate washing modes should be present.
- 11) Soak time should be upto 10 seconds in strip mode and 0 to 15 minutes in plate mode.
- 12) Precision should be less than 10% Co-efficient of variation (CV).

C. Computer System:

- 1) A dedicated branded computer system with minimum configuration Intel i3 processor with 6GB RAM, 500 GB HDD, 2-4 USB ports, One Keyboard, One Mouse (preferable cordless).
- 2) Screen should be minimum of 17 inches.
- 3) Black and white Laser printer with suitable operating software compatible with the software of ELISA reader. Details to be furnished in the offer.

D. Revised General Specifications:

- 1) On Installation the company should provide Calibration certificate, Installation certificate, Operation Qualification and Performance Qualification certificate as per the provision in that regard.
- 2) Should supply branded UPS for minimum 30 minutes backup for Reader and Washer for the ongoing programme.
- 3) Acrylic cover for the instruments should be provided

- 4) Metal covering for the washer tubing's is desirable.
- 5) Power supply: 230V +/- 15%, 50 Hz +/- 3%
- 6) Should provide Operating manual and detailed Service manual with the system.
- 7) The Reader and Washer should be CE certified (under IVD) along with declaration of conformity or US FDA approved. In case of CE following documents are required to be enclosed:
 - a. Declaration of conformity by manufacturer or EU representative of manufacturer for the quoted model.
 - b. Documentary evidence regarding firm registered with EEA (European Economic Area). Competent authority is required.

Or

European Representative registered with EEA (European Economic Area). Competent authority appointed by firm is required.

Or

Other documents like certificates from notified body along with declaration of conformity is Required.

- 8) Three years Comprehensive Warranty, to be followed by 5 years Comprehensive Maintenance Contract (CMC), Technical support, required spares and consumables should be ensured for two years after initial 3+5 years period is over.
- 9) Should provide yearly Calibration certificate as per the requirement of FDA, free of cost during the warranty period as well as in Comprehensive Maintenance Contract (CMC) period.
- 10) Demonstration of quoted model is compulsory.
- 11) Should provide Service training to MEC Engineers and Operational training and troubleshooting to user department.
- 12) All software should be licensed
- 13) List of current installations and user satisfaction should be provided.
- 14) Tropicalisation: Operating temperature: 40⁰C
 Storage temperature: 60⁰C
 Relative Humidity: upto 90 % non condensing.

Tender No. KEM/ 231/TDRE-III
Bid No.: 7200033229

Special Annexure-I

Sr. No.	SAC/HSN Code	Item/Work Description	Amount inclusive of all taxes and duties	Bidder to indicate the amount of applicable taxes.								
				CGST		SGST		IGST		Other taxes if any		Total amount of taxes
				%	Amount	%	Amount	%	Amount	%	Amount	

**** Rates for consumables & spares shall be quoted excluding taxes if any. All taxes will be paid at actual as per prevailing rate.**

Tender No. KEM/ 231/TDRE-III
Bid No.: 7200033229

Annexure- A

Irrevocable Undertaking

(on Rs.500/- stamp paper)

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

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

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

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

Details of the Item Data:-

Tender No. KEM/ 231/TDRE-III

Bid No.: 7200033229

<u>Item Group No.</u>	<u>Description of the Items</u>	<u>Quantity</u>
<u>Item "A"</u>	SITC of Elisa reader and Washer System (02 Nos) for Microbiology Dept of KEM Hospital along with Standard accessories and CMC for five years after the completion of warranty of three years.	2 No.
<u>A-1</u>	<u>Import Supply</u>	
<u>Make</u>		
<u>Model</u>		
<u>A-2</u>	<u>Local Supply</u>	
<u>Make</u>		
<u>Model</u>		
<u>Item B</u>	Comprehensive Maintenance Contract (CMC) for 5 year.	
	1. Comprehensive Maintenance Contract (CMC) I year	2 No.
	2. Comprehensive Maintenance Contract (CMC) II year	2 No.
	3. Comprehensive Maintenance Contract (CMC) III year	2 No.
	4. Comprehensive Maintenance Contract (CMC) IV year	2 No.
	5. Comprehensive Maintenance Contract (CMC) V year	2 No.
<u>Scope of Supply</u>		