

BRIHANMUMBAI MUNICIPAL CORPORATION

Bharatratna Dr. Babasaheb Ambedkar Municipal General Hospital, Kandivali (West).

No. HO/BDBA/11537/SR Dt. 30.01.2024

Contact No. 022-2864 7003 / 022-2864 7004

Email ID: smo01phd.bdbah@mcgm.gov.in

Expression of Interest

Subject:- SITC of Surgical Laparoscopy Set-1 No. which is situated at Bharatratna Dr. Babasaheb Ambedkar Municipal General Hospital at Kandivali (West), Mumbai – 400067

The Bharatratna Dr. Babasaheb Ambedkar General Hospital which is situated in Kandivali (West) is having strength of 444 beds, out of which MICU has 14 beds, SICU has 16 Beds, NICU has 12 beds and PICU has 12 Beds. This hospital provides OPD & IPD services in Gen. Medicine, Gen. Surgery, OBGY, Paediatrics, Ophthalmology, E.N.T., Orthopedics along with OPD services in Dentistry, Psychiatry, Skin department & Diabetes. Also, this hospital provide various ancillary services viz. DOTS (TB), ART, Dilasa, Dialysis, School Health Clinic, Health Post, Pharmacy, Blood Bank, Laboratory, X-ray, USG, ECG, C.T. Scan, M.R.I. & 24 x 7 Emergency (Casualty).

Through MPLAD funds, we wish to purchase a Surgical Laparoscopy set for Dept. of General surgery dept. at Bharatratna Dr. Babasaheb Ambedkar Municipal General Hospital.

For purchase of the above equipment, it is proposed to invite “Expression of interest” from Original Equipment Manufacturer/Vendors/Distributor, to supply the same to BDBA Hospital. To supply Surgical Laparoscopy Set-1 No. Original Equipment Manufacturer/Vendors/Distributor EOI form should be download from <https://portal.mcgm.gov.in> from 30/01/2024 to 06/02/2024 in working hours and all proposals with the required documents should be submitted on or before 06/02/2024 (by 11.00am) department of Bharatratna Dr. Babasaheb Ambedkar Municipal General Hospital at Kandivali (West), Mumbai – 400067 With two Packet system (i.e. Packet A is a Administrative & Technical Documents & Packet B is a Commercial) do not disclosed the price other than commercial packet. The packet will be open in office of Medical Superintendent as per schedule decided by committee.

BRIHANMUMBAI MUNICIPAL CORPORATION

Bharatratna Dr. Babasaheb Ambedkar Municipal General Hospital, Kandivali (West).

Contact No. 022-2864 7003 / 022-2864 7004

Email ID: smo01phd.bdbah@mcgm.gov.in

General Conditions:

Warranty Period	Comprehensive warranty on equipment and all spares shall be three years. Inclusion and exclusion of warranty documents should be clearly stipulated.
CMC	<u>Comprehensive Maintenance Contract (CMC)</u> <ol style="list-style-type: none">1) After the warranty period of 3 years is over, five years comprehensive maintenance contract (CMC) will have to be entered into with the terms and conditions mentioned in the documents as per BMC norms. List of spare parts / consumable will be submit by supplier with cost freeze in advance for the warranty and CMC period.2) The successful supplier must ensure that all the required spares/ consumables and services are available during warranty and CMC period and 2 years after that, duly backed by the principal.
<u>Delivery & Installation Period</u>	<ol style="list-style-type: none">1) Supplier should give free delivery at user department of Bharatratna Dr. Babasaheb Ambedkar Hospital within 30 days or as soon as possible, form the date of receipt of purchase order.2) Installation and commissioning of equipment shall be done within 7 days from the delivery of the equipment.

BRIHANMUMBAI MUNICIPAL CORPORATION

Bharatratna Dr. Babasaheb Ambedkar Municipal General Hospital, Kandivali (West).

Contact No. 022-2864 7003 / 022-2864 7004

Email ID: smo01phd.bdbah@mcgm.gov.in

GENREAL REQUIREMENTS:-	<ol style="list-style-type: none">1) Price should include GST charges & any other charges (supplier needs to submit basic cost of equipment and GST rate in prescribed format).2) The above equipment shall be new and manufactured from virgin materials. Declaration with respect to same for manufacturer is required at the time of supply of equipment.3) It is mandatory to provide free installation & training for use of equipment.4) The equipment should have warranty of three years as described in the terms and condition document. The warranty and CMC shall cover the list of spare parts and the rate of which shall be valid for total 8 years (warranty 3 years and CMC 5 years) irrespective of whether those are treated as consumables or otherwise5) After the warranty period is over, five years comprehensive maintenance contract (CMC) will have to entered into with the terms and conditions mentioned in the documents as per BMC norms cost of CMC per year will be @ 5% equipment cost + GST. List of spare parts/ will be submitted by supplier with cost freeze in advance for the warranty and CMC period6) 3 years comprehensive warranty followed by 5 years comprehensive maintenance contract.7) Demonstration of quoted model is compulsory and to be given at an end user site.8) User list with address and phone number to be provided9) The successful supplier must ensure that all the required spares/consumables and services are available during warranty, CMC period and two years warranty & CMC period of 8 years.10) All the requirement of this supply shall be sourced form the original equipment manufacture of the model quoted11) Power supply: 230 V. 50 Hz. The main supply voltage variation may be maximum 15% and frequency variation maximum 3%
-------------------------------	---

BRIHANMUMBAI MUNICIPAL CORPORATION

Bharatratna Dr. Babasaheb Ambedkar Municipal General Hospital, Kandivali (West).

Contact No. 022-2864 7003 / 022-2864 7004

Email ID: smo01phd.bdbah@mcgm.gov.in

	<p>12) The Equipment shall have valid CE mark/US FDA approved and documentary evidence to that effects needs to be submitted.</p> <p>13) Training to medical Electronics cell Engineers from servicing point of view and to user department from operating point of view is compulsory</p> <p>14) Supplier should submit all technical details in the form of technical brochures/leaflets for all the equipment proposed for supply and mentioned in the technical offer.</p> <p>15) <u>Contract Deposit:-</u> 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. <p>16) <u>Payment condition:</u></p> <ol style="list-style-type: none">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.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). <p>17) <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</p>
--	--

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.

OR

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

18) Payment of legal and stationery charges:

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.

This can change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract. Successful tender shall pay the Legal Charges + Stationary charges as per Circular no. CA/FRG/05 Dtd 24.04.2020

<u>Contract Value (in Rs.)</u>		<u>Legal Charges and Stationery Charges (in Rs.)</u>
Upto 50,000		<u>NIL</u>
50000/-	To 1,00,00,000/-	0.10% minimum Rs.1000/- + 18% GST & Maximum Rs.10,000/- +18% GST

19) Stamp duty:-

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 at actual 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.

The Supplier should be submitting documents mention in check list attached herewith.

If any doubts or any query about above mentioned work, you can contact 2nd floor, General Store, Bharatratna Dr. Babasaheb Ambedkar Municipal General Hospital, Kandivali (West).

Sd/-
DNB Teacher
(Grade –I)
General Surgery

Sd/-
Head of Department
General Surgery

Sd/-
Sr. Medical Officer (I/c)
BDBA Hospital,
Kandivali (West).

Sd/-
Medical Superintendent (I/c.)
BDBA Hospital, Kandivali
(West).

BRIHANMUMBAI MUNICIPAL CORPORATION
Bharatratna Dr. Babasaheb Ambedkar Municipal General Hospital, Kandivali (West).
Contact No. 022-2864 7003 / 022-2864 7004

Check list of Documents to be submit with EOI form as per the order given below.

Sr. no.	Administrative Documents	Sr. no.	Technical Documents
1	EOI Form	1	Annexure -8 Technical Offer
2	EOI from fee receipt	2	Annexure -9 List of consumables (Applicable in warranty & CMC Period)
3	Undertaking about CMC for 5 year after 3 year warranty period is over will be follows as per BMC norms	3	Annexure -10 Comparison of EOI specification v/s Quoted equipment specification
4	Signed copy of Terms & Condition of EOI Document.	4	Annexure -11 Copy of valid CE Certificate OR copy of valid USFDA approval as mentioned in general conditions (Technical Specifications)
5	Firm/Company/Sanstha Registration Certificates	5	Technical Specification
6	Partnership deed (if applicable)	6	Technical Brochure of Quoted model
7	Pan card with Photograph. (Only for Indian Bidder)	7	Experience Certificate
8	GST Registration Certificate as applicable	8	Past Performance certificate of Quoted Equipment.
9	Import/Export License issued by competent authority (if applicable)		
10	Power of attorney to sign the tender		
11	Irrevocable Undertaking		
12	Special Annexure –I for GST		
13	Annexure-1		
14	Annexure -2Tri Party Agreement		
15	Annexure -3 Authorization certificate		
16	Annexure -4 ‘Articles of Agreement’		
17	Annexure - 5 ‘Litigation of History’		
18	Annexure -6 ‘Integrity Pact’		
	Annexure -7A,7B & 7C		

ANNEXURE -1

HO/BDBAH/11537 /SR Dt.29.01.2024
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
 - c. 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.
13. Location of other manufacturing works / factories owned by the firm (if any)
14. 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:
15. County of Origin
16. Port of Shipment.
17. Currency for the quoted equipment-
18. Bank Details:-
a. Bank details of Manufacturers.
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

HO/BDBAH/11537 /SR Dt.29.01.2024

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

TRI PARTY AGREEMENT BETWEEN BMC, MANUFACTURER AND BIDDER

This agreement made on this theday of, Two Thousand between **BMC**, 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 Expression of Interest document of the PURCHASER. Purchaser will follow standard practices as per the terms and condition laid out in the Expression of Interest 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 BMC 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 EXPRESSION OF INTEREST 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 BMC 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 BMC 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 BMC 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 Expression of Interest 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 BMC department, effort shall be made first to settle the disputes at the BMC level.

The supplier/Principle OEM should make request in writing to the BMC 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. applicable 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)

For M/s.

Signature_____

Name:-

Designation :

Address:

By the said (1st party)

For BMC

Dean / DMC, CPD/ CMS&HOD(SHCS)/

Signature_____

Name:

Designation:

Address:

By the said (3rd party)

For MANUFACTURER/OEM

IN THE PRESENCE OF (WITNESS)

Signature

Name:

Address:

Signature

Name:

Address:

ANNEXURE -3

HO/BDBAH/11537 /SR Dt.29.01.2024

AUTHORISATION LETTER FOR ATTENDING EXPRESSION OF INTEREST OPENING

To,

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

Subject: Expression of Interest No. _____
due on

Sir,

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

Yours faithfully,

Full Signature of the Vendor with Official Seal

Specimen Signature of representative

Note:- Photo ID of Representative is compulsory

Annexure – 4

HO/BDBAH/11537 /SR Dt.29.01.2024

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

Quotation / Expression of Interest 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. _____ CMS&HOD(SHCS) (in which
expressions are included unless such inclusion is inconsistent with the context or meaning therefore include
CMS&HOD(SHCS) and any officers of Municipal Corporation of Greater Mumbai authorized by the
CMS&HOD(SHCS)/Dy. Municipal Commissioner (PH) 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 CMS&HOD(SHCS)

AND WHEREAS CMS&HOD(SHCS)/Dy. Municipal Commissioner (PH) 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 Expression of Interest / 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 Expression of Interest for the Supply of the
Equipment and / or work thereof and his / their said Expression of Interest was accepted by
CMS&HOD(SHCS)/Dy. Municipal Commissioner (PH) on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Contractor/s has / have paid deposit of Rs. _____ (Rs. _____
_____) in the office of CMS&HOD(SHCS)/Dy. Municipal

Commissioner (PH) 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 interallia of the said amount of the Contract Deposit in the office of CMS&HOD(SHCS)/Dy. Municipal Commissioner (PH) 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 CMS&HOD(SHCS)/Dy. Municipal Commissioner (PH) 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 CMS&HOD(SHCS)/Dy. Municipal Commissioner (PH) purchasing Officer as being of good quality and in good working order.

2. Contract deposit:

Successful Vendor 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 Expression of Interest Form and/or carry out any and/or works specified in the Expression of Interest Form as per the order by CMS&HOD(SHCS)/Dy. Municipal Commissioner (PH) 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 CMS&HOD(SHCS)/Dy. Municipal Commissioner (PH) 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 / Dy. Municipal Commissioner (PH) / CMS&HOD(SHCS) 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 BMC. 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 Vendor 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 CMS&HOD(SHCS)/Dy. Municipal Commissioner (PH) 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 hand 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 un liquidated 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 Expression of Interest 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 Expression of Interest 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.(PH) / CMS&HOD(SHCS) 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 Brihanmumbai Municipal Corporation.

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 CMS&HOD(SHCS)/Dy. Municipal Commissioner (PH) 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 Vendor 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 Vendor and includes the labour charges, transport charges and etc. shall also be borne by the Vendor. The Vendor 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 Vendor and same will be recovered from Contract Deposit or payment due if any.

26. Maintenance contract:

i. Service and annual maintenance contract:

The successful Vendor 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 Vendor as a part of this Expression of Interest. It is the responsibility of the Vendor to see that the equipment and all accessories are maintained in proper functioning condition, whether any spare parts/accessories be manufactured by the Vendor or not.

- a) The Vendor 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 Expression of Interest.

OR

ii. Service and comprehensive maintenance contract:

The successful Vendor 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 Vendor as a part of this Expression of Interest. It is the responsibility of the Vendor 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 Vendor or not.

- a) The Vendor 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 Vendor including the Annexure there of and the specification of the equipment shall form parts & parcel of these Contract Agreement.

28. **Operation of the Contract Clauses**

CMS&HOD(SHCS)/Dy. Municipal Commissioner (PH) or his / her successor/s for the time being holding the office of CMS&HOD(SHCS)/Dy. Municipal Commissioner (PH) 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 CMS&HOD (SHCS)/Dy. Municipal Commissioner (PH) shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner.

IN WITNESS WHEREOF the Contractors and CMS&HOD(SHCS) 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 _____

CMS&HOD (SHCS) in the presence of

1) _____

2) _____

CMS & HOD (SHCS)

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 Expression of Interest and Resolution of the Standing Committee

No _____ of _____ and found correct.

Annexure – 5
HO/BDBAH/11537 /SR Dt. 29.01.2024

DETAILS OF LITIGATION HISTORY

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

Or

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

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

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

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

(The above undertaking shall be submitted by the bidder on Rs 200/- stamp paper)

ANNEXURE – 6

**HO/BDBAH/11537 /SR Dt.
29.01.2024**

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 / Authorized
signatory (Name and Designation of the officer) (hereinafter called as the "Bidder / Seller" which
expression shall mean and include, unless the context otherwise requires, his successors and permitted
assigns) of the Second Part.

WHEREAS THE BMC invites for the -----

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

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

NOW, THEREFORE

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

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

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure
the contract by providing assurance to them that their competitors will also abstain from bribing and other
corrupt practices and the BMC will commit to prevent corruption, in any form, by its officials by following
transparent procedures. In order to achieve these goals, the BMC will appoint an external independent
monitor who will monitor the Expression of Interest 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 BMC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, 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 Expression of Interest process treat all bidders with equity and reason. The M.C.G.M. before and during Expression of Interest 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 Expression of Interest process or execution of contract.
- 1.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the BMC with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BMC the proceedings under the contract would not be stalled.

2. COMMITMENTS OF THE BIDDERS / CONTRACTORS

- 2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.
- 2.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process or to any BMC person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BMC for showing or

forbearing to show favour or disfavour to any person in relation to the contract or any other contract with BMC.

- 2.4 The Bidders/ Contractors will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.5 The Bidders / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the bidders will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by BMC as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 2.6 The Bidders/ Contractors of foreign origin shall disclose the names and addresses of 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 BMC.
- 2.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with BMC.
- 2.9 The Bidder will promptly inform the Independent External Monitor (of 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 Expression of Interest process.
- 3.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the Expression of Interest process or the contract if already awarded, can be terminated for such reasons.

4. DISQUALIFICATION FROM EXPRESSION OF INTEREST 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 Expression of Interest 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 BMC to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 4.11 To debar the Bidders/ Contractors from participating in future bidding process of 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 BMC and if it is found at any stage that similar products / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or BMC at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the bidder from BMC.

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

- 6.1 The 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 BMC will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 6.8 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by 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 BMC or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible health for the purpose of such examination.

9. MISCELLANEOUS

- 9.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the 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-----

BMC

BIDDER/SELLER

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

WITNESS-1(BMC)

Witness-1(BIDDER/SELLER)

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

Annexure-7A
PRO-FORMA FOR MANUFACTURER'S LETTER
(If EOI is submitted by Indian or foreign manufacturer)

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-7B

PRO-FORMA FOR MANUFACTURER'S LETTER
(For foreign manufacturer's only)

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.

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

Annexure-7C

PRO-FORMA FOR MANUFACTURER'S LETTER
(For foreign manufacturer's only)

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 -8
HO/BDBAH/11537 /SR Dt. 29.01.2024

(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 Surgical Laparoscopy Set (01 No) for use of Bharatratna Dr. Babasaheb Hospital, Kandivali (W), (General surgery dept.) along with Standard accessories and CMC for five years after the completion of warranty of three years.	1 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>	Following accessories shall be supplied along with each machine	
<u>1</u>		
<u>2</u>		
<u>Item C</u>	Rates of following Consumables shall be freezed for 8 years i.e. 3 years warranty and 5 years CMC	
<u>1</u>		
<u>2</u>		
<u>Item</u>	Comprehensive Maintenance Contract (CMC) for 5 year.	
	1. Comprehensive Maintenance Contract (CMC) I year	1 No.
	2. Comprehensive Maintenance Contract (CMC) II year	1 No.
	3. Comprehensive Maintenance Contract (CMC) III year	1 No.
	4. Comprehensive Maintenance Contract (CMC) IV year	1 No.
	5. Comprehensive Maintenance Contract (CMC) V year	1 No.
<u>Scope of Supply</u>	As per Expression of Interest technical specifications	
	Bidder shall carry out CMC for 5 years after the completion of warranty period of 3 years at the rate of 5 % 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.

- 1) Detailed Service Manual shall be provided with the Equipment.**

Full signature of the Vendor
With Official Seal and Address

ANNEXURE -9
HO/BDBAH/11537 /SR Dt.29.01.2024

(List of Consumables)
(To be uploaded in Packet 'B')

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

Bidder shall clearly mention the type of consumables mentioned above i.e. OEM/Proprietary or Open/General with „Yes“ or „No“ comment against each consumables.

Any additional consumables other than these shall be covered under warranty & CMC.

The rate quoted for consumables shall be freezed for 8 years, shall be considered for evaluation.

Full Signature of the Vendor with
Official Seal & Address

ANNEXURE -10
HO/BDBAH/11537 /SR Dt.29.01.2024

(To be uploaded in Packet B)
COMPARISION OF EXPRESSION OF INTEREST SPECIFICATION V/S EQUIPMENT
SPECIFICATION

Expression of Interest should submit information in the following proforma

Sr No	Technical particulars/Description as per Expression of Interest.	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	SITC of Surgical Laparoscopy Set (1 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 Expression of Interest specification of BMC 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 Vendor with
Official Seal & Address

ANNEXURE – 11
HO/BDBAH/11537/SR Dt. 29.01.2024
(To be uploaded in packet B)
Details of CE/US FDA

Certificate

Bidder shall submit the details of CE and/or US FDA certificate along with documentary evidences. Bidders are requested to note that as per required certificates as mentioned in specification, the relevant data from concerned certificate shall be filled properly in below format with signature of bidder.

For Medical device and In vitro Diagnostics Medical Device

“The equipment must have CE marked from European confirmatory (EC) notified body issued from European address and / or USFDA and documentary evidences to that effects shall be uploaded”.

A) CLASSIFICATION: CLASS Is, Im, IIa, IIb & ClassIII

Description	Whether complies or not	Specify
1. CE certificate issued from EU notified body is must for devices under class Is, Im, IIa, IIb & Class III.		
This certificate shall be on letter head of Notified bodies with		
a) Body identification number and address of Notified Body		
b) Certificate number and validity of certificate		
c) Product name/line (Quoted product category etc.)		
d) Name of appropriate directives		
e) Name and address of manufacturer,		
f) Product classification, Name of EU representative if any		

2. If CE certificate as mentioned (1) above is not for the quoted model and issued for Product specific or general product line,then

Description	Whether complies or not	Specify
a. Shall be accompanied with Declaration of conformity by manufacturer or EU representative of Manufacturer for the quoted model		
b. Endorsed (By notified Body) technical documents submitted to notified body mentioning model/s no./s		

or		
List of model/s approved by notified body with classification if any on letter head of notified body		

3. If CE certificate as mentioned (1) above is for the quoted model then also

Description	Whether complies or not	Specify
a. Shall be accompanied with Declaration of conformity by manufacturer		
or		
EU representative of Manufacturer for the quoted model		

Note :For equipment where other equipments also are part of the main equipment

Description	Whether complies or not	Specify
a) Documentary evidence to show all such equipment/s is/are covered by single certificate is required from notified body additional to above Sr. No. (A) -1 & 2 or 3.		
or		
b) Individual certification for each equipment as mentioned in Sr. No. (A)-1 & 2 or 3 above is required		
c) If equipment manufacturer by different /other manufacturer is part of supplied equipment as per OEM agreement, then CE certificate issued to manufacturer is required from notified body as mentioned in sr. no. (A) – 1,2,3 along with the copy of OEM agreement		

B) CLASSIFICATION : CLASS Ionly.

This route is self-declaration or self-certification and is described in Annex VII Module A, EC Declaration of Conformity. The manufacturer ensures and formally declares, via a written statement, that the products meet the applicable provisions of the Directive.

Following Documents are required

Description	Whether complies or not	Specify
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		

Declaration of Conformity

The declaration of conformity should have following:-

Description	Whether complies or not	Specify
a) the name and address of manufacturer		
b) Notified body Name and address if any with certificateNo.		
c) EU representative of manufacturer if any		
d) identification of the product allowing traceability		
e) list of relevant directives & Harmonized standards.		
f) Declaration statement, name and position/job title of person signing (This should be someone with enough responsibility to ensure the declaration is true which is affirmed by their signature and date)		

**CE CERTIFICATION REQUIREMENT FOR PRODUCTS UNDER IVD (98/79/EC)
CLASSIFICATION :1)DEVICE FOR SELF TESTING, LIST „B“& LIST „A“DEVICES**

Description	Whether complies or not	Specify
<ul style="list-style-type: none"> CE certificate issued from EU notified body is must 		
This certificate shall be on Letter head of Notified Bodies with		
a) Body identification number and address of Notified Body		
b) Certificate number and validity of certificate		
c) Product name/line (Quoted product category etc.),		
d) Name of appropriate directives		
e) Name and address of manufacturer		
f) Product classification, Name of EU representative if any		
<ul style="list-style-type: none"> Shall be accompanied with Declaration of conformity by manufacturer or EU representative of Manufacturer. 		

CLASSIFICATION : GENERAL IVD

This route is self-declaration or self-certification. The manufacturer ensures and formally declares, via a written statement, that the products meet the applicable provisions of the Directive.

Description	Whether complies or not	Specify
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.		

Declaration of Conformity

The declaration of conformity should have following :-

Description	Whether complies or not	Specify
a) the name and address of manufacturer,		
b) Notified body Name and address if any with certificateNo		
c) EU representative of manufacturer if any		
d) identification of the product allowing traceability		
e) list of relevant directives & Harmonized standards		
f) Declaration statement, name and position/job title of person signing (This should be someone with enough responsibility to ensure the declaration is true which is affirmed by their signature and date).		

US FDA

Description	Whether complies or not	Specify
US FDA Certificate		

Documents required to be submitted in support of USFDA Certification

Following documents are required for confirmation of USFDA approval certificate

Description	Whether complies or not	Specify
a) Approved 510 (k) notification documents for equipment offered model is required.		
or		
b) Documents to establish the firm and offered model register with US FDA is required		
Manufacturer on their letter head needs to provide the link of notified body and / or USFDA for concerned certificate/s submitted as per specification, so that same can be verified from website of Notified body/USFDA		

Note :

Competent Authority

Under the terms of the Medical Device Directive a competent authority is nominated by the Government of each member state to monitor and ensure compliance with its provisions.

Notified Body

The organization which will check whether the appropriate conformity assessment procedures have been followed is known as the Notified Body. It is a certification organization which the Competent Authority, of a Member State designates to carry out one or more of the conformity assessment procedures described in the annexes of the Directives.

List of approved Notified body under 93/42/EEC (Medical devices) is available on

http://ec.europa.eu/growth/tools-databases/nando/index.cfm?fuseaction=directive.notifiedbody&dir_id=13and

under 98/79/EC (Invitro Diagnostic medical devices is available on

http://ec.europa.eu/growth/tools-databases/nando/index.cfm?fuseaction=directive.notifiedbody&dir_id=20

Authorized Representative

A non-EU Manufacturer's European Authorized (Authorised) Representative is the one who will represent the manufacturer to deal with the CE Marking vigilance authorities from the Member States. It is required by the EU legislation that a non-EU manufacturer of Medical Devices must print its European Authorised Representative name, address & contacting details on the packaging/labeling of the medical devices sold onto the EEA (EU & EFTA)market.

EU :- **European Union.**

EFTA:- **European**

Free Trade

Association. EEA :-

European

Economic Area.

BRIHANMUMBAI MUNICIPAL CORPORATION
Bharatratna Dr. Babasaheb Ambedkar Municipal General Hospital, Kandivali (w.)

Technical Specifications for Advance Ultra 4 K Laparoscopic System

- 1) Full 4K video image processor-1 No
- 2) Powerful 300W Xenon light source -1 No
- 3) 4K camera head-1 No
- 4) 32 Inch 3D -4K-medical grade monitor -1 No
- 5) Ultra Telescope-10 mm 30 Degree
- 6) Light Guide Cable- 1 No
- 7) Trolley for Surgical- 1 No
- 8) Isolation Transformer – 1 No

A) SPECIFICATIONS FOR 4K ULTRA DEFINITION LAPAROSCOPY IMAGING SYSTEM

- A 4K Ultra High-Definition Laparoscopic Imaging system will consist of the following items: All items should be Medical Grade.
- It should provide 4 times more information than conventional full HD imaging system. The complete Optical Chain should be 4K for Optimized imaging.
- All quoted items should be FDA approved or European CE marked

1) Full 4K High-Definition Video Image processor: (Should have following specification)

- A full 4K high-definition processor should provide 4096 x 2160 Native resolutions
- Should also provide 2 x 4K Output for monitor
- It should also have HD output.
- Rich Color pick up: System should provide color gamut of ITU-BT2020 and should provide option of ITU-BT709
- Should have AE (Automatic Exposure) – Iris function.

2) Powerful 300W Xenon Light Source: (Should have following specifications)

- A Powerful 300 Watt Xenon Lamp
- With Special Optical Filter to help users to identify suspected lesions in diagnostics phase
- Automatically adjusts light intensity to achieve ideal illumination
- Built-in special filter for early detection of suspicious lesions
- Backlit front panel indicators.
- Optical image enhancement to view the capillary vessels and fine patterns in the superficial layer mucosa for early detection and recurrence of lesions.
- Automatic switching to emergency lamp

3) Full 4K Camera head: (Should have following specifications).

- The Camera Head should incorporate Optical fibre transmission providing 4K resolution through thin cable.
 - Should have Xmor-R sensor providing high sensitivity and Less noise for clear image.
 - Should provide On-touch Focus function.
 - Should provide Electronic Zoom (button controlled) / Manual
 - Should be able to disinfect
 - Should provide One-touch Auto Focus Function
- 4) 4K Medical Grade 3D -4K Monitor: (Qty 1 No Should have following specifications)**
- 32 inch 3D-4 K Monitor LED backlit monitor with ultra-definition resolution 3840x2160
 - Monitor should have 16:9 aspect Ratio should have multi-image display format.
 - Should have various input/output terminals, compatible with the camera system.
 - Monitor should preferably run-on AC (with or without DC adapter) 100V – 240V, 50/60Hz
- 5) Ultra / 4K Telescope: (Should have following specifications)-1 no**
- 10 mm – DOV 30 degree, Working Length: between 29 cm to 33 cm.
 - Homogenous Light distribution in the peripheral region. Eyepiece type connection – for uniform compatibility and Large field of view
 - Should have special filters like ED rod lens Glasses for 4 k image ,Fully Autoclavable type
- 6) Light Guide Cable, Must be Autoclavable: (Should have following specifications) – 1 NO**
- High Resistance protection tube. Reduced diameter with high fiber density.
 - Small bending radius for comfortable use. 3 Meter in length.
 - 2.5 – 6 mm in diameter.
- 7) Local Surgical Trolley and Isolation Transformer -1 no**

General Terms & Conditions

- 1) All Instruments should be European CE or FDA USA approved and of Single Parent Company except Surgical Trolley and Isolation Transformer
- 2) All the above equipment's shall be new and manufactured from virgin materials. All the requirements of this supply shall be necessary sourced from the original equipment manufacturer of the model quoted
- 3) Equipment shall operate on 230 V, single phase, 50 Hz electric supply. The necessary protective relaying / circuitry shall be there with the machines. The mains supply voltage variation may be max.±15% and frequency variation maximum ±3 %. Power input to be 100- 240 v AC, 50 Hz fitted with Indian power-plug.
- 4) The equipment's should be provided with one hard copy in original of the detailed service manual and operation manual. Further, a soft copy is also required
- 5) The equipment must be tropicalized as below: Operating room temperature: max. 0 - 40° C
Storage room temperature: Max 0 - 60° C Relative Humidity: up to 90% Non-condensing
- 6) Prospective supplier should have a full-fledged and well-established service centre in Mumbai with engineers qualified in servicing of 4 K Laparoscopy system.

General Specification:-

1. Three years comprehensive warranty to be followed by 5 years CMC. Technical support required spares and consumables should be assured for two years after initial 3+5 years period is over.

2. It should be CE certified by European notified body (Under MDD) along with declaration of conformity or US FDA approved for offered model & Accessories.

In case of CE (Class I) 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.

3. Demonstration of Quoted model is compulsory.

4. Service Training to MEC engineers & Operational training to user dept.

BRIHANMUMBAI MUNICIPAL CORPORATION
Bharatratna Dr. Babasaheb Ambedkar Municipal General Hospital, Kandivali (w.)

List of Laparoscopic Instruments

Sr.no.	Description	Quantity
1.	Alphflator ® Insufflator for laparoscopy,CO2 gas 25 lpm LCD Display with its standard Accessories <ul style="list-style-type: none"> • High safety • Electronic controlled gas refilling Technology • Allows easy setup and monitoring of all parameters during insufflations process • 0.1 to 25 I/min flow • Micro controller based • Inbuilt heating system • Pressure relief system • Cylinder Pressure Display 	1 Pcs
2	Veress Needle Dia 2.1mm,12cm Long	1 Pcs
3	Metal Reducer 10/5mm Outer Dia 10mm, Inner Dia 5mm (Instruments) Length 175mm for CFT	1 Pcs
4	Flip On Reducer 10/5mm Outer Dia 10mm, Inner Dia 5mm (Instruments) Length 20mm	1 Pcs
5	Dissector Grasping Forcep Maryland Medium, Dia5mm, Length 30cm with plain fibre handle	1 Pcs
6	Curve Scissor Metznanbaum Dia 5mm, Length 30cm with Plain Fibre Handle	1 Pcs
7	Atraumatic Grasping Forcep universal,Dia 5mm,Length 30cm, with fibre handle bottom ratchet.	1 Pcs
8	Atraumatic Grasping Forcep Fenestrated medium (Double Action), Dia 5mm, length 30cm, with Fibre handle bottom ratchet	1 Pcs
9	Traumatic Grasping Forcep: 2x3 Dia 5mm, Length 30cm, with Fibre Handle Bottom Ratchet	1 Pcs
10	2 Way Suction Irrigation with Cannula Dia 5mm, Length 30cm, Shaft Non Insulated	1 Pcs

11	'L' Hook Electrode (Teflon) Dia 5mm, Length 30cm	1 Pcs
12	Bhandarkar's Knot Pusher (= 1.2mm) with Reducer Dia 5mm, Length 40cm	1 Pcs
13	Clip Applicator (2-in-1) dia 10mm, Length 30cm, Rotable, detachable Reusable for Ethicon (LT300/400)	1 Pcs
14	Traumatic Grasping Forcep Claw, dia 10mm, Length 30cm, with Metal Handle Spring Loaded [Reusable]	1 Pcs
15	Needle Holder T.C.Curve Jaw (Left) Axial Handle Dia 5mm, Length 30cm	1 Pcs
16	Nande's Type Port Closure Left Curve	1 Pcs
17	Bipolar Cable Silicon Valleylab Type, Male-Female	1 Pcs
18	Monopolar Cable (Silicon) Valleylab Type, Female-Male (4mm)	1 Pcs