

BRIHANMUMBAI MUNICIPAL CORPORATION

B.Y.L. NAIR CH. HOSPITAL, DR. A.L. NAIR ROAD, MUMBAI CENTRAL, MUMBAI – 400 008

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Section 1

EXPRESSION OF INTEREST NOTICE

END / 24/

Subject: To invite Expression of Interest from vendors for **Supply, Installation, commissioning of a Whole body DXA- Bone Mineral Density Measurement Machine** for the Department of Endocrinology, BYL Nair Ch. Hospital through CSR Fund received through PPF, BYL Nair Ch. Hospital from (Bharat Petroleum Corporation Limited) BPCL, India.

BYL Nair Hospital is a tertiary care referral hospital with 1623 beds. The Department of Endocrinology routinely treats patients with osteoporosis and metabolic bone diseases as a part of the patient care service of the Department, for OPD and admitted patients, of our hospital as well as from other public Municipal & Government hospitals (for example; Sion hospital, RN Cooper Hospital, JJ Hospital, GT and St. George Hospital). For this purpose, we require a **Whole body DXA- Bone Mineral Density Measurement Machine** which helps in better clinical management of these patients.

For procurement of the **Whole body DXA- Bone Mineral Density Measurement Machine** for the Department of Endocrinology, it is proposed to invite "Expression of Interest (EOI)" from vendors to supply the same to BYL Nair Ch. Hospital.

To supply the required **Whole body DXA- Bone Mineral Density Measurement Machine**, vendors should submit the duly filled application form and all the required documents mentioned in this EOI on or before **26.02.2024**, up to 4.00 pm in the INWARD/OUTWARD Section of Dean Office, G building, Ground floor, BYL Nair Hospital. This will be a 2 stage EOI comprising of 2 packets; **Packet A** - relevant documents related to the technical specifications along with the duly filled Application form **AND Packet B** - Commercial documents (quotation in the prescribed format). **Packet A will be opened on 27.02.2024 and packet B will be opened on 4.03.2024** in the Dean's Office. The dates of opening of packets will be changed if any extensions are given (in case of less than 3 responses) and will be notified on the BMC portal.

SECTION 2: FLOW OF ACTIVITIES OF EOI(Tender)

1.	Issue of EOI notice in the BMC Portal and in the newspaper.
2.	Submission of documents with details as specified in the EOI and Annexures shall be done by bidder.
3.	Administrative/Technical offer, i.e. Packet 'A' will be opened on the due date and due time as stated in the tender.
4.	Commercial bids, i.e. Packet 'B' of only those bidders who are found to be responsive in the evaluation of packet A will be opened on as per specified date in the tender.
5.	Demonstration of equipment quoted by successful bidder.
6.	Supply, installation, testing and commissioning of equipment described in the specifications and as per terms & conditions with signing of Tri partite Agreement.

SECTION 3: IMPORTANT GENERAL CONDITIONS AND INSTRUCTIONS TO THE TENDERERS

Before filling the EOI, the bidders are requested to go through the "General Instructions to Tenderers" and all "Annexures" very carefully, wherein the tender conditions and contract conditions are clearly mentioned.

1.	<p><u>Extension.</u></p> <p>1st Extension</p> <p>1st Extension is extension of bid submission date and time to the tender call without changing Tender Conditions except for Bidding Schedule.</p> <p>1st Extension is provided in following cases: After due date and time of submission of packet A of bid -if response is less than 3 bidders or any technical reasons.</p> <p>2nd Extension: 2nd Extension is extension of bid submission date and time after end of the 1st Extension without changing Tender Conditions except for Bidding Schedule. 2nd Extension is provided in following cases:</p> <p>a. After due date and time of submission of packet A of bid -if response is less than 3 bidders or any technical reasons</p> <p>All extensions will be notified on the BMC portal only. No more than 2 extensions will be given and Packets will be opened with the responses received.</p>
2.	<p>Amendment to tender documents</p> <p>Before deadline for uploading of tender offer, the BYL Nair Ch. Hospital may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish it in the newspapers and/or on the portal of BMC. Such addendum/corrigendum/clarification so issued shall form part of the tender documents.</p>
3.	<p>The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also.</p>
4.	<p>The validity of the offer should be for at least 180 days from the date of the opening of the tender.</p>
5.	<p>Acknowledging communications</p> <p>Every communication from the Dean, B.Y.L. Nair Ch. Hospital to the tenderer should be acknowledged by the tenderer / quotationer / Supplier with the signature of</p>

	authorized person and with official rubber stamp of the tenderer / quotationer / supplier.
6.	Where and how to submit the EOI The documents with details as specified in the EOI notice must be submitted to the Dispatch section of the Dean Office as per the dates notified. Only Authorized Vendor by company to participate.
7.	Authentication for documents The responsibility to produce correct and authenticate documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said contractors and/or the partners shall be instituted.
8.	Variation in rate : Tenderers are requested to fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.
9.	Product Names :The tenderer must state the brand name of the product, if any.
10.	If the tenderer has not provided all the required and necessary documents as prescribed in Packet 'A', then the tenderer shall be intimated to comply with the said requirements within 7 days by e-mail on e-mail ID provided by the bidder. Tenderer in return reply by e-mail and should submit the self-attested, signed, scanned copies of the documents asked for. Valid and correct e-mail ID of the bidder for communication in respect of this bid shall be provided in Annexure 2. If the information of shortfall documents sent by concerned MCGM officer by e-mail on the bidder's e-mail ID is not complied or in return reply e-mail of short fall is not received by MCGM, for such lapses within given period, we shall not be responsible and it will be treated as non-compliance of the shortfall from the bidder's end and their offer will be treated as non-responsive.
11.	Copy of Valid US FDA approval as mentioned in general conditions of technical specifications as per US FDA policy.
12.	Cost for CMC:

	Cost of the Comprehensive Maintenance Contract (CMC) for each year will be fixed to 5% of the ordered value of the equipment.
13.	<p>Copy of original Technical Brochure's for quoted model and all other allied equipment's having technical specifications shall be signed and stamped by Original Equipment manufacturer.</p> <p>The quoted product shall be available on the current official website of the manufacturer; otherwise the quoted product shall be considered obsolete/ redundant. Bidders will not be allowed to substitute any other technical Brochure during clarification stage.</p>
14.	Bidder should submit company registration document , PAN Card, Aadhar Card, Last three years audit report and return files and proof of same work done in any government hospital.
15.	Comparing of tender specification v/s Equipment Specification in table format must be provided.
16.	Consumable if any, price to be quoted and fixed for next 8 years now itself.
17.	Experience certificate of same working machine in BMC or state government or private hospitals, if possible recommendation letter of previous users mentioning the vendor and machine to be provided.
18.	<p>TAXES & DUTIES</p> <p>1. All the rates quoted by the tenderer should be inclusive of all taxes, i.e G.S.T. and other state levies/cess which are not subsumed under GST. The tenderer shall quote the rates inclusive of all taxes & duties clearly & understood that BYL Nair Ch hospital will not bear any additional liability towards payments of any Taxes & duties.</p>

	<p>2. Rates accepted by BYL Nair Ch hospital shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes /any other levies/tolls etc. except that payment recovery for overall market situation shall be made as per price variation and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BYL Nair Ch Hospital whereas any reduction in the rate of GST shall be passed on to BYL Nair Ch Hospital as per the provisions of the GST act.</p> <p>3. As per the provision of Chapter XXI-Miscellaneous section 171(1) of GST Act, 2017 governing 'Anti Profiteering Measure' (APM), 'any reduction in rate of tax on any supply of goods and services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices'.</p> <p>Accordingly, the contractor should pass on complete benefit accruing to him on account of reduced tax rate or additional input tax credit to BYL Nair Ch Hospital.</p> <p>Further, all the provisions of GST Act will be applicable to the tender.</p>
19.	<p>Procedure for the opening of the EOI:</p> <p>Packet- 'A' (Administrative and Technical Bid) will be opened on the due date and due time as stated in the tender when the tenderer or his authorized representative will be allowed to remain present.</p> <p>Bidders or their authorized representative will be allowed to see the details of all the documents submitted by other bidders, if requested in writing. Bidders will be given 7 working days' time to go through documents of other bidders and raise any objection /queries if any in writing.</p> <p>After this no bidder will be allowed to raise any objection, if raised will not consider it and may disqualify that bidder for delaying tendering process.</p> <p>Packet 'B' will be opened only if the administrative & technical offer in Packet 'A' is acceptable. In case the administrative and technical offer in Packet 'A' is found not acceptable or found incomplete, then Packet 'B' will not be opened and offer will be kept out of consideration.</p> <p>The date and time of the opening of Packet 'B' will be intimated to the responsive tenderer via email. No complaint for non-receipt of such intimation will be entertained.</p>
20.	<p>Acceptance of EOI: - The decision of the BYL Nair Ch. Hospital Dean and PPF committee shall be final and binding.</p>

21.	<p>Demonstrations: - Demonstration is compulsory for selected bidder and he should arrange for the demonstration of the equipment quoted for in the tender within 7 days from the date of intimation of the request for demonstration preferably in Mumbai. However, if complete system of quoted model/complete system is not available in Mumbai, demonstration may be arranged outside Mumbai/India in any mutually agreed upon hospital or manufacturing plant at bidder's cost.</p> <p>If demonstration / testing of equipment offered by bidder is found non-satisfactory, then his offer will not be considered.</p> <p>The demonstration report shall be prepared on same day and signed by all present including representatives of bidder / Head of Department and the report of the demonstration should be submitted to the Dean.</p>
22.	<p>Purchase Order: - The user department will place purchase order within 30 days from the date of receipt of BYL Nair Ch. Hospital Dean and PPF committee Approval.</p>
23.	<p>Following documents are required at the time of shipment of consignment of equipment: -</p> <ul style="list-style-type: none"> i) Third party inspection report ii) Packing List iii) Country of Origin Certificate (For foreign manufacturer) iv) Insurance Certificate v) Original Invoice vi) Bill of landing / Airway bill vii) Bill of entry <p>Third party inspector/Firm shall verify following:</p> <p>The firm/agency doing third party inspection need necessarily be accredited by competent authority. The accreditation letter/certificate issued by the competent authority shall be given by Firm/Agency. The third party inspection firm/agency shall prior to shipment inspect the equipment physically in accordance to the tender specifications and certify the following things:-</p>
	<p>The equipment is new and made of virgin material; it is not reconditioned /retrofitted.</p>
	<p>The name of the equipment manufacturer, model and serial nos. of equipment & country of manufacturer.</p>

	Third party inspector shall clearly mention in his report the purchase order no., date and name of consignee i.e. BYL Nair Ch. Hospital.
	Packing List: - It shall be issued by original manufacturer in 3 sets. One set should be kept in equipment container. Two sets should be sent with original invoice to user department.
	Insurance Certificate: - It shall be issued by the Insurance company and shall contain name, model, serial nos. of equipment being supplied.
	Original Invoice issued by bidders/manufacturer should contain following details :-
	a) The name of the equipment manufacturer, model and serial nos. of the equipment.
	b) Name of the consignee i.e. Dept. of Endocrinology, BYL Nair Ch Hospital
	c) Purchase order number and date issued by BYL Nair Ch Hospital
24.	<p>Delivery, Installation & Commissioning: -</p> <p>The tenderer should give free delivery, at the Hospital, within 120 days from the date of placing of purchase order.</p> <p>Raise invoice in the name of PPF, BYL Nair Ch. Hospital.</p> <p>Supply to the BYL Nair Ch Hospital in Mumbai without unloading the material elsewhere during transportation.</p> <p>Also the tenderer shall provide one additional packing list indicating details of supply to be delivered to the concerned hospital in advance so that it will be easier for the authority of concerned hospital to confirm supply in the packed consignment as per the purchase order.</p> <p>Installation & commissioning shall be done within 30 days from delivery of the equipment/machine.</p>
25.	<p>Training : The successful tenderer shall have to give sufficient training at his cost to the staffs of the Hospital and Engineers of Medico Electronics Cell to operate the Medical Equipment. Also it shall be provided as and when required if asked by user department.</p>
26.	<p>Penalty : If the successful tenderer fails to comply with work/purchase the order within the delivery period stipulated, Dean of Hospital/ Intending Officer shall exercise his discretionary power either: -</p>

	<p>To recover from contractor as agreed, the liquidated damages or by way of penalty half percent of the price of the equipment which the contractors has failed to deliver, install, commission as aforesaid per week or part thereof during which the delivery, installation, commissioning of such equipment may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the equipment undelivered.</p> <p>OR To cancel the contract and orders.</p> <p>Hence the successful bidder has to furnish a Bank guarantee equivalent to 10% of the final quoted value at time of Purchase Order which will be encashed if there is any default in the delivery/supply.</p>
27.	<p>Consequence of inferior supply</p> <p>If the equipment supplied is found of inferior quality or not as per specifications, the contractor shall replace the equipment within one month from the date of intimation at the cost & risk of the contractor and also liable to pay the fine imposed by BYL Nair Ch. Hospital.</p>
28.	<p>Contract:</p> <p>Contract means the Contract Agreement entered into between the Purchaser, henceforth called Poor Patient fund (PPF) BYL Nair Ch Hospital, Manufacturer and Bidder.</p> <p>The Contract and the term 'The Contract' shall in all such documents be construed accordingly.</p> <p>The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.</p> <p>The Contract Agreement means the agreement entered into between the PPF BYL Nair Ch. Hospital. and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.</p>
29.	<p>Stamp duty: -</p> <p>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.</p> <p>The Stamp Duty payable on the Contract Value shall also be paid to Government at prorata and as per the provisions of "Stamp Duty Act 1958" (amended till date).</p>

30.	Payment condition:	
	a)	10% payment will be made within 14 days from the date of Purchase Order (P.O.).
	b)	70% payment will be made within 60 days from the date of satisfactory supply of the equipment, submission of bills and submission of all documents as mentioned in tender document and documents for execution of written contract.
	c)	The balance 10% payment will be released within 90 days after satisfactory installation commissioning of the equipment. The Performance Certificate of equipment shall be issued by competent authority/ Concerned HOD of Endocrinology Department.
	D) The payment of AMC/CMC of the medical equipment shall be made on six monthly basis subject to satisfactory completion of maintenance and servicing activities.	
	F) Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through ECS/RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks in Mumbai jurisdiction.	
31.	Jurisdiction of courts : In case of any claim, disputes or differences arising in respect of the contract, the causes of action thereat shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.	
32.	All the above conditions should be strictly adhered to failing which the tender will be treated as non-responsive and no correspondence will be entertained in the matter.	
33.	Quoted equipment shall be delivered at following locations.	
	Hospital	Quantity
	Nair Hospital	01

Section 4

SPECIFICATIONS FOR WHOLE BODY DXA- BONE MINERAL DENSITY MEASUREMENT MACHINE FOR THE DEPARTMENT OF ENDOCRINOLOGY, BYL NAIR HOSPITAL, MUMBAI.

Sr. No.		Machine Specification
1.		A new (not refurbished) dual energy x-ray Analyser (DEXA) to perform the bone mineral density and body composition analysis.
2.		Scanner Hardware and Acquisition Technology
	a	Multi-element 64 solid state detectors to provide wider area of coverage and allow shorter scanning time.
	b	X-ray System: Switched-pulse dual-energy/ Constant Potential Source.
	c	Scanning Method- High Resolution wide/narrow Fan Beam Scan Technique or equivalent.
	d	Scan region - 190cm x 60 cm or more for total body
	e	Indexing scan Table with Positioning and Calibration Accessories
	f	Dynamic Internal Reference System for Continuous calibration
	g	Patient Weight Limits: 150 Kgs minimum
	h	Computer Console
		1)Workable with most Advanced configuration of i3 processor or above.
		2)Hard Disk Minimum – 1TB
		3) RAM: Minimum 8GB
		4)CD /DVD drive
		5) Monitor: At least Monitor 24" SVGA (minimum resolution 1920 x 1080 32-bit
		6) Color Laser Printer Windows compatible
3.		Quality Assurance
	a	Automatic PASS/FAIL Quality Control
	b	OneTime Auto Analysis with Histogram
	c	Auto Hip Positioning
	d	Reposition/Rescan Feature
	e	Automatic: Scan Comparison for Serial Exams
	f	Least Significant Change Configuration
	g	Automatic calibration.
	h	Automatic; quality control program with multiple system checks.
	i	BMD Precision: Better Than 1%
	j	Anthropomorphic Spine Phantom or equivalent for Daily Quality Control assuring long term stability should be supplied along with system.
4.		Radiation Dose < 0.10 mGy
5.		Software
	a	Total Body with Latest Advanced Body Composition for adult and Paediatrics
	b	Comparison to previous Scan
	c	AP and Lateral spine BMD with Low Density Analysis and Scoliosis Analysis
	d	Vertebral Assessment (AP & Lateral Views)
	e	Fore Arm

	f	Dual Femur/Hip
	g	Orthopedic Hip Analysis with Automatic Low Density Analysis and Hip Structure Analysis (HSA) Feature and Atypical Femur Fracture Assessment (AFF)
	h	Visceral Fat Analysis
	i	Paediatric software (Spine, Femur, Total Body for age group 5-19)
	j	DICOM Compatibility
	k	Sarcopenia assessment
6.		Connectivity/Reporting Tools
	a	Report with Rate of Change Assessment or Least Significance Change.
	b	FRAX® 10 Year Fracture Assessment
	c	Dual Hip Report
7.		Reference Data
	a	Reference Date n > 18000
	b	Default NHANES 3 Standardized database
	c	Age, Sex and Ethnic matched reference data
8.		Online UPS: 30 mins Backup
9.		AERB Type approval: Type approval shall be provided for the model quoted.
10.		The site preparation, site readiness and necessary requirements as per the AERB will be the responsibility of the bidder.
11.		General Specifications
	a	Three years' comprehensive warranty to be followed by 5 years of CMC. Technical support required spares and consumables should be assured for two years after initial 3+5 years period is over.
	b	It should have a valid US FDA approval.
	c	Demonstration of quoted model is compulsory.
	d	Operating and detailed service manual (soft copy & hard copy) with circuit diagram in English language should be provided along with the instrument.
	e	Service training and maintenance procedures should be provided to Medico Electronics Cell Engineers and Operational training to the user department personnel by Application Engineers till they have acquired acquaintance of the system and thereafter as and when required.
	f	Power supply: 230V ± 15%, 50Hz ± 3%
	g	Tropicalization: Operating room temperature: up to 40° C Storage room temperature: up to 60° C Relative Humidity: up to 90% non-condensing
	h.	System should have bidirectional interface and in-built modem for remote service diagnostics / tele services as well as standard pc ports, USB, Ethernet.
	i	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.±10% and frequency variation maximum ±3 %.
	j.	Free software up gradation or field module initiative has to be provided free of cost during the three years of warranty and five years CMC.
	k.	Guarantee and repair during the contract period:

	<p>The Contractor/s shall for the entire contract period 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 Dean 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 Distributor/Dealer/Importer/trader/agent during the guarantee / warranty period shall bear all the taxes, custom duties, levies, to & fro cost of transportation etc. of the Machinery / Equipment while the same is taken away from India and returned to India (i. e. Municipal Hospital) duly repaired by the Manufacturer. During the entire period of guarantee the Tenderer shall replace the equipment and or part of the equipment entirely on its break down / non-functional, which shall be at the cost of the Tenderer and includes the labour charges, transport charges etc. shall also be borne by the Tenderer. The tenderer should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week).</p>
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The Installation Report & necessary documents will be submitted to the Donor, The Donor will deposit the payment in Nair Poor Patient fund (PPF) and payment will be made by Nair PPF after receiving the payment from the Donor

If any doubt or any query about above mentioned work, you can contact at the Office - Telephone No. 02223027133 / 02223027215.

--S/D--

Dr. Nikhil Bhagwat
 Professor & Head
 Department of Endocrinology
 TN Medical College &
 BYL Nair Hospital, Mumbai

--S/D--

Dr. Anjali Parande
 Head of Department
 Social Service.
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Dy. Dean
 TN Medical College &
 BYL_Nair Hospital
 Mumbai 400 008

--S/D--

Dean
 TN Medical College &
 BYL Nair Hospital
 Mumbai 400 008

General Instructions:

Documents to be submitted in Packet A:

1. A copy of Expression of Interest with sign and stamp
2. Duly filled application form with sign and stamp (Format enclosed as Annexure 1)
3. Details of the equipment along with accessories without disclosing the rates with sign and stamp on company letterhead (Format enclosed as Annexure 2)
4. Authorization letter in case of bidder quoting for the equipment.
5. Technical Brochure of the equipment
6. A copy of valid US FDA certificate.
7. Experience Certificate with PO from any government/private hospital in India.

Documents to be submitted in Packet B:

1. Quotation in the prescribed format (Enclosed as Annexure 3) with sign and stamp on company letterhead.

Please Note:

1. **The Installation Report & necessary documents will be submitted to the Donor, The Donor will deposit the payment in Nair Poor Patient fund (PPF) and payment will be made by Nair PPF after receiving the payment from the Donor**

Annexure 1

Brihanmumbai Municipal Corporation

Topiwala National Medical College & BYL Nair Hospital

Mumbai 400008

Date:

To,

Dean

PPF

BYL Nair Ch. Hospital

Mumbai-400 008

Subject: Purchase of BMD DXA Scanner for the Department of Endocrinology

I/We _____

Address _____

_____ As per the Expression Of Interest advertised by B. Y. L. Nair Hospital, Mumbai regarding the purchase of BMD DXA Scanner equipment. We will comply with all the rules and conditions of MCGM regarding the procurement process and are willing to supply the equipment with 3 years of Warranty and 5 years CMC.

Enclosed below are the details of company:

1. Name of the Company:
2. Address & Contact No.
3. GST No.
4. Company PAN No.
5. Name of Equipment:
6. Name of the Manufacturing company:
7. Company Bank Details:
 - a. Bank Name:

- b.** Account No:
- c.** IFSC Code:
- d.** Branch Address:

I/We have carefully gone through the instruction provided in the Application form and the relevant documents to be uploaded in both packet and are ready to participate in this process. Also, terms and conditions mentioned therein & are all acceptable & agreeable to me/us.

Name of the Company:

Authorized Person Name & Contact details:

Full Signature of the tenderer:

with Official Seal

Annexure 2

Details of the equipment along with accessories

(To be uploaded in packet A)

No.	Description of Item	Make & Model	Qty
1.	DXA Bone mineral density (BMD) scanner along with standard accessories and software		1 No.
2.	Local supply of accessories		
A	Computer		1 No.
B	Printer		1 No.
C	UPS		1No.

Terms and Conditions:

1. **Payment Terms: The Installation Report & necessary documents will be submitted to the Donor, The Donor will deposit the payment in Nair Poor Patient fund (PPF) and payment will be made by Nair PPF after receiving the payment from the Donor**
2. Warranty: 3 years
3. CMC- The CMC charges for 5 years (@5% of cost of instrument) to be provided in the above table

Full Signature of the tenderer:

with Official Seal

Annexure 3

Quotation Format

(To be uploaded in packet B on company letter head along with the rates)

No.	Description of Item	Qty	Rates (INR)
1.	DXA Bone mineral density (BMD) scanner along with standard accessories and software along with standard accessories and 3 years warranty	1 No.	
2.	GST @18%		
	Total cost		

No.	Description of Item	Rates (INR)
1.	Cost of CMC after completion of three-year warranty for next 5 years	
2.	GST @18%	
	Total cost	

Terms and Conditions:

1. **Payment Terms: The Installation Report & necessary documents will be submitted to the Donor, The Donor will deposit the payment in Nair Poor Patient fund (PPF) and payment will be made by Nair PPF after receiving the payment from the Donor**
2. Warranty: 3 years
3. CMC- The CMC charges for 5 years (@5% of cost of instrument) to be provided in the above table

Full Signature of the tenderer:

with Official Seal

Annexure – 4

TRI PARTY AGREEMENT BETWEEN Nair Poor Patient fund (PPF), MANUFACTURER AND BIDDER

This agreement made on this theday of, Two Thousand between **Poor Patient fund (PPF) BYL Nair Hospital**, having its registered office at 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 Original Equipment manufacturer {OEM}).

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

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

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, GST etc.)

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 site, no penalty/ deduction will be made from the CMC/AMC bill.
 - c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the supplier at our site, deduction will be made @ double the prorata basis

CMC/AMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days.

- d) If the problems are required to be rectified at Service Centre site/workshop/premises, additional 7 days period will be allowed i.e. total 10 days from the day of initial breakdown report. Normal CMC/AMC charges for additional 7 days period will be deducted from the bill of CMC/AMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct **@ double the CMC/AMC charges/ day on prorata basis from the bills for delayed period.**
- e) The CMC/AMC will be comprehensive and it will include supply, fitment, Maintenance, repair of the equipment, its parts. Arrangement of spares will be the sole responsibility of the Principle Manufacturer and / or its Distributor /Dealer / Importer /Traders/agent (in case of imported item) for which no extra charges will be paid to the party by MCGM as it has already been incorporated in CMC/AMC charges.
- f) In the event of failure of the Dealer/Indian distributor/importer/Trader/agent to execute the CMC/AMC as per agreed TENDER terms and conditions, the entire responsibility to execute the CMC/AMC will be on the Principle Manufacturer/OEM at the quoted cost only.
- g) In case the Principle Manufacturer changes the Distributor /Dealer / Importer /Traders/agent, it will be the sole responsibility of the Principle Manufacturer/OEM to communicate the same immediately to MCGM management to get the CMC/AMC executed uninterrupted through their reappointed/nominated Distributor /Dealer / Importer /Traders/agent to ensure that there is no discontinuation of the CMC/AMC due to change/re-appointment of Distributor /Dealer / Importer /Traders/agent etc. DEAN OR DMC, CPD or authorized representative will represent MCGM for agreement and its further renewals. Performance Bank Guarantee which will remain valid up to the end of 08 years which will be the responsibility of the Principle Company.
- h) The responsibility of supply, installation, testing and commissioning of medical equipment 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 equipment 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 non-payment 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 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 convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.

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

The supplier/Principle OEM should make request in writing to the PPF, BYL Nair Ch. Hospital 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/ Distributor (2nd party)

For **M/s.**

By the said (1st party)

For PPF, BYL Nair Ch. Hospital

Dean

Signature_____

Name:-

Designation :

Address:

Signature_____

Name:

Designation:

Address:

By the said (3rd party)

For MANUFACTURER/OEM

IN THE PRESENCE OF (WITNESS)

Signature

Name:

Address:

Signature

Name:

Address: