

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



**QUOTATION DOCUMENTS FOR PROCUREMENT OF**  
**KEM/ 357 /TDRE-Quo**

**“Purchase of 0<sup>0</sup> degree Telescope (1No) for ENT dept. of KEM Hospital of BMC”**

Website: <https://mahatenders.gov.in>

e-Tender ID-2024\_MCGM\_1028789

## E- QUOTATION NOTICE

**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**K.E.M.Hospital, Parel, Mumbai – 400 012.**  
**E-PROCUREMENT E-QUOTATION NOTICE**  
**No. KEM/120 /TDRE-Gen Dated: 07.03.2024**

The Commissioner of Brihanmumbai Municipal Corporation invites the following online Quotation. The quotation copy can be downloaded from BMC's portal (<http://www.BMC.gov.in>) under "E-Quotation's" section. However, the bid will be invited through Mahatender portal (<https://mahatenders.gov.in>) only.

Bidders who wish to participate in the Bidding process must register on the website <http://www.mahatenders.gov.in/nicgep/app>. Bidders, whose registration is valid, may please ignore this step. At the time of enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his user name and password to his Mail Id. Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authorities (CA). For registration, enrolment for digital signature certificates and user manual, Interested Bidders should follow the respective links provided in Mahatenders Portal (<https://mahatenders.gov.in>)

All interested vendors, are required to be registered with BMC .Vendors not registered with BMC before can apply online by clicking the link „Vendor Registration“ under the „eProcurement“ section of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their vendor registration.

The administrative, technical and commercial bids shall be submitted online up to the end date & time mentioned below.

Sr. No	Description	E-Quotation scrutiny Price	EMD Amount Rs.	Start date & Time for online Downloading	End date & Time for online Sybmission
1	<b>KEM/357/TDRE-Quo</b>  Purchase of 0 degree Telescope (1No) for ENT dept. of KEM Hospital.  <b>e-Tender ID- 2024_MCGM_1028789</b>	<b>Rs.300/- (+18% GST)</b>	<b>6000/-</b>	<b>11.03.2024 16.00 hrs</b>	<b>20.03.2024 16.00 hrs</b>

Packet A Opening Date	22.03.2024 at.16.00 hrs
Packet B Opening Date	28.03.2024 at. 16.00 hrs
Packet 'C' Opening (Price Packet)	05.04.2024 at. 11.00 hrs

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

The e-Quotation document is available on BMC portal (<http://www.mcgm.gov.in>) along with this Quotation notice. However, the bid will be invited through Mahatender portal (<https://mahatenders.gov.in>)

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

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

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

e-Quotations shall note that any corrigendum issued regarding this e-Quotation notice will be published on the BMC portal only.

**By Order of the  
Municipal commissioner  
Brihanmumbai Municipal Corporation**

Sd/-11.03.2024  
**Dean (KEM Hospital)**

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

**For detailed tender document please scroll down**

<b>HEADER DATA</b>	
<b>Name of Organization</b>	Brihanmumbai Municipal Corporation, KEM Hospital , Parel, Mumbai – 12
<b>E-Quotation File No.</b>	KEM/ 357 /TDRE-Quo
<b>Mahatender ID No.</b>	<b>e-Tender ID-2024_MCGM_1028789</b>
<b>Subject</b>	Purchase of 0 degree Telescope (1No) for ENT dept. of KEM Hospital
<b>Contract Period</b>	<b>1 year warranty</b>
<b>Estimated Cost</b>	<b>Rs. 2,90,000/-</b>
<b>E Quotation scrutiny fee</b>	<b>Rs.300/- + 18%GST</b>
<b>Earnest Money Deposit</b>	<b>Rs. 6,000/-</b>
<b>Start date</b>	<b>11.03.2024</b>
<b>End date &amp; time of Bid Submission</b>	<b>20.03.2024</b>
<b>End date &amp; time for receipt of EMD</b>	<b>20.03.2024</b>
<b>Opening of Packet “A”</b>	As mentioned in <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
<b>Opening of Packet “B”</b>	
<b>Opening of Packet “C”</b>	
<b>Address for Communication</b>	<b>Tender Dept.</b> 5 <sup>th</sup> Floor, CVTC Building KEM Hospital Parel, Mumbai – 400 012 Tel. No. 022-24107452
<b>Venue for opening of Bid</b>	Online at above address.

**BRIHANMUMBAI MUNICIPAL CORPORATION**  
**K. E. M. HOSPITAL PAREL, MUMBAI 400 012**  
**e-Tender ID-2024\_MCGM\_1028789**

**Terms & Conditions for E- Quotation**

If you have all or any item in stock then submit the e-bid well in time before the due date. Bidders will be solely responsible, if they try to submit the bid just before due date & time and fail to do so due to their system problems, internet problems, User Id locking etc. The Bid/ Quotation need to be submitted on / before specified end date & time and will be opened on specified date & time or thereafter. Bidder's authorized representative/s may present while Bid/Quotation opening when the relevant details will be readout.

**SPECIAL INSTRUCTIONS TO BIDDERS PARTICIPATING IN E-BIDDING OF BMC**

1. **Eligibility Criteria :**

**Manufacturer or their Distributors / Importers / Traders/ Agents to submit E-quotation on their behalf, Distributors/ Sub Distributors/ Dealer/ Importers / Traders/ Agents will be allowed to participate in the tendering process subject to,**

- a. **Manufacturer / Distributors shall issue the certificate stating the date from which said distributor is their Distributors/ Dealer/ Importers / Traders/ Agents for the assigned tender.**
- b. **The responsibility of Supply , Installation, Testing & Commissioning of Medical Equipment along with warranty & CMC / AMC ( as applicable ) shall be of manufacturer & bidder jointly as well as severally.**

2. **Earnest Money:** The tenderer shall have to pay EMD of **Rs. 6,000/-** online only. The vendors having standing deposit shall also have to pay the full EMD amount online. Link for e-payment gateway for payment of EMD will be given in <https://mahatenders.gov.in>

### 3 Instructions to Vendors participating in e-Tendering for the supply of Medical equipment and plants and machinery to BMC.

1.	The e-Tendering process of BMC is enabled through Mahatender portal ( <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> ). However, tender document can be downloaded from BMC's portal website under "Tenders" section or from Mahatender portal.
2.	Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA /GNFC/ IDRBT/ MTNL Trustline/ SafeScript/TCS.
3.	Bidder then logs into the portal giving user id / password chosen during enrollment. and follow the instructions given in the document 'Bidders manual kit – online bid submission – Three Cover Bid Submission New' which is available on e-tendering portal of Government of Maharashtra i.e.' <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> '
4.	The e-token that is registered should be used by the bidder and should not be misused by others.
5.	DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated
6.	The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents
7.	After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
8.	The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
9.	If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online
10.	Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
11.	Bidder should Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document
12.	Scrutiny fee (as mentioned in the Header Data) should be paid by all bidders at any of the CFC centres in BMC Ward offices before opening of Packet C.

13.	The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
14.	The bidder has to submit the tender document(s) online well in advance before the 8 prescribed time to avoid any delay or problem during the bid submission process. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard will be entertained. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues. So The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
15.	There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
16.	It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he / she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete / Invalid bids and are not considered for evaluation purposes.
17.	The bidder may submit the bid documents online mode only, through mahatenders portal. Offline documents will not be handled through this system.
18.	At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19.	After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20.	Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21.	It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus free signatures etc. Vendors should scan all the documents before uploading the same. if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22.	The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time

	(IST) which is GMT+5:30. The bidders should adhere to this time during bid submission
23.	All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24.	During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25.	All the tender notices including e-Tender notices will be published under the ‘Tenders’ section of BMC Portal and on Mahatender portal.
26.	All interested vendors, are required to be registered with BMC for e-Tendering process. Vendors not registered with BMC before can apply on-line by clicking the link ‘Vendor Registration’ under the ‘e-Procurement’ section of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their registration to e-Tendering process.
27.	Manual offers sent by post/Fax or in person will not be accepted against e-tenders even if these are submitted on the Firm’s letter head and received in time. All such manual offers shall be considered as <b><u>invalid offers</u></b> and shall be rejected summarily without any consideration.
28.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and commercial bid need to be filled online.
29.	Affixing of digital signature for the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.
30.	The browser settings required for digitally signing the uploaded documents are provided under download section of Mahatender Portal. Site compatibility required for Mahatender portal has been provided under Site compatibility on Home Page of Mahatender Portal.
31.	The administrative, technical and commercial evaluation documents will be available for all the participating vendors after completion of the evaluation.
32.	Additional information can be availed by referring to FAQs under FAQ on Home Page of Mahatender Portal.
33.	For any help, in the e-Tendering process, can be availed by dialing help-desk number or Email support provided under contact us on Home Page of Mahatender Portal.



34.	For any help, in the e-Tendering process, can be availed by dialling help-desk number 022-24811275/76 (BMC IT Cell) from 11.30 AM to 5.00 PM on all working days of BMC. Or Contact Mahatenders helpline mentioned in <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
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**SPECIAL NOTE:**

TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in Bidders manual kit – online bid submission – Three Cover Bid Submission New’ on -tendering portal of Government of Maharashtra i.e. ‘<https://mahatenders.gov.in>’

Bidders who wish to participate in the Bidding process must register on the website <http://www.mahatenders.gov.in/nicgep/app>. Bidders, whose registration is valid, may please ignore this step. At the time enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his user name and password to his Mail Id.

Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authorities (CA). Interested Bidders should follow the “Manuals” available on Mahatender Portal (<https://mahatenders.gov.in>.)

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

#### 4. Packet Bid System:

	In this system the Bidder will submit the bid/offer documents in packets/folders as specified in respective bid/Bid/Quotation i.e. eligibility criteria / per-qualifying criteria etc. Bid documents in Packet / Folder 'A cum B' & commercial bid / rate in "Item Data / Packet C". All the packets / folders shall be filled as follows.
	<b><u>Folder for "Bidder Documents – Packet A &amp; B"</u></b> <b><u>PACKET "A" (Eligibility criteria):-</u></b> Bidder shall submit the documents for compliance of eligibility criteria / per-qualifying criteria. Specified if any.
<b>1</b>	Bidder <u>Profile</u> ( <b>Annexure "A"</b> ).
<b>2</b>	Shops and Establishment / company registration Certificate
<b>3</b>	Attested copy of <u>PAN card</u> of his own, in case of retailer / dealer / supplier Ltd., Company, of firm if partnership firm, of Sansthas /society or Trust, in case of the Sansthas /society trust which are registered under public trust Act 1950 / Registration Act 1860 / The Maharashtra Co-Op. Societies Registration Act 1960. (Whichever is Applicable). However in case of public limited companies, semi Government undertakings, Government undertakings, no Pan documents will be insisted.
<b>4</b>	<u>Photograph</u> of individuals, proprietor or all partners as the case may be
<b>5</b>	Attested copy of valid Sales Tax/Central <u>Sales Tax/VAT/GST registration certificate</u> (whichever is applicable).
<b>6</b>	Attested copy of Power of Attorney (if applicable).
<b>7</b>	Certificate or registration under E.P.F. & M.P. ACT and E.S.I.C. ACT
<b>8</b>	Latest Partnership deed (in case of Partnership firm).
<b>9</b>	Valid Bank Solvency Certificate of <b>Rs. 1 Lakh</b> issued by The Nationalised/Scheduled/Foreign Bank. The date of issue of such certificate shall not be more than <b>06</b> months prior to the date of submission of tender and the same shall be considered valid for 12 months from the date of issue.

#### **PACKET "B" (Technical Bid):-**

Packet "B" shall contain following documents:

<b>1</b>	Copy of Quotation Document, Specification and entire technical document should be Attested by Vendor.
<b>2</b>	Copy of Agency Certificate / Subsidiary Certificate.
<b>3</b>	Past performance certificate ( <b>with hiding the price</b> ).
<b>4</b>	Photo copy of work orders <b>with hiding the price</b> of the works executed during last one year.
<b>5</b>	Comparison Statement along with Make & Model of Equipment.
<b>6</b>	Technical Boucher
<b>7</b>	Copy of valid CE or USFDA certificate

5. As per circular No. 26206 dt.31.08.2023 of Law Department, successful Quotationer should pay Rs. 1000/- + 18% GST for Legal + Stationary Charges (P.O. of above Rs.50,000/- to Rs.10,00,000/-)

These charges are to be paid by the successful bidder on receipts of acceptance letter for the supply of material.

The bidders are requested to note that stationery charges will be recovered from the successful tendered for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

**6. Opening of Bid / Quotation:-**

Authorized representative may attend the Bid/Quotation opening on scheduled date & time, wherein all Packets 'A' / 'B' & 'C' i.e. Commercial Bid will be opened.

**7. Filling up the Bid/Quotation:-**

Bidder is expected to fill in his bid/offer carefully and scrutinize it before uploading it on the Mahatender portal. No variation on any ground, such as mistake or misunderstanding, will be allowed once e-bid/Quotation is opened and /or recommended for acceptance. Deviation from Municipal Specifications, Terms and Conditions, should be clearly brought to the notice in the separate "Deviation sheet", which if found not-filled/blank, shall be considered as "No Deviation".

**8. Rates / Prices:-**

Rate/s or Percentage shall be filled only in "BOQ provided in Mahatender Bid" section of e-Bid/Quotation. The price/s quoted shall be firm and no variation will be allowed on any account. Bidder should not quote more than one alternative rate/s for any item/s. Bid/Quotation having more than one alternative rate/s for the any item, shall be liable for rejection.

**9. Annual / Comprehensive Maintenance contract  
(if applicable as the case may be):**

The successful tenderer shall have to enter into Annual / Comprehensive Maintenance Contract for at least 5 years after the completions of warranty period. The Annual Maintenance contract shall be at the rate of 3 % (inclusive of tax) of equipment cost per year & Comprehensive Maintenance contract will be 5 % (inclusive of tax) of equipment cost per years. Accordingly, the prices quoted should be in the same currency for all the items quoted i.e. Equipment, Accessories, consumables, CMC/AMC, if any etc. failing which Bid /Quotation/s will be rejected.

**A. Maintenance contract (As Applicable)**

**Service and annual maintenance contract:**

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

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

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

**OR**

**Service and comprehensive maintenance contract:**

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

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

**B. Spare Parts:** (Applicable in case of Annual Maintenance Contract only)

Tenderer shall have to submit list of the spare Parts required as a document in Packet B, without displaying the rates. (As per the Annexure – E)

**The rate quoted for spares shall be freezed for 8 years and cost of one spare each shall be considered for evaluation and BMC is not binding to accept the rates quoted for spares.**

The rate shall be quoted in commercial bid (ITEM DATA) in e-quotation.

(Applicable in case of Annual Maintenance Contract only)

**C. Consumables:**

Tenderer shall have to submit the rate for the consumables/required as a document in Packet B, without displaying the rates. (As per the Annexure – F).

The rate shall be quoted in commercial bid (ITEM DATA) in e- quotation.

The Tenderer shall have to quote only one rate which will remain constant throughout the Warranty for three years and Annual /Comprehensive maintenance (AS applicable) contract period for five years i.e. for total eight years. However if the value of foreign currencies at the time of supply of consumable items w.r.t. Indian Rupees increases by 25% than on the date of opening of commercial bid in such cases, difference in excess of 25% would be paid to bidder. **The rate quoted for consumables shall be freezed for 8 years and cost of one consumable each shall be considered for evaluation and BMC is not binding to accept the rates quoted for consumable.**

**Apart from mentioned consumables cost of no other consumables will be paid by BMC and same shall be covered under warranty and CMC.**

**10. Conditional Bid/ Quotation rates:**

Bid /Quotation/s containing contradictory onerous and vague Stipulation and hedging conditions such as “subject to prior sale”. “Offer subject to confirmation at the time of order”, “Rates subject to market fluctuations”, etc. are liable to be rejected.

**11. Digital Signing of e-Bid/Quotation Document:**

Bidders are requested to sign the e-Bid/Quotation form, specifications and schedule of Quantities and Rate and relevant documents etc. After making appropriate entries wherever necessary. If the e-Bid/Quotation is made by an individual it shall be signed with his full name above his current address. If the e-Bid/Quotation is made by a proprietary firm it shall

be signed by the Proprietor above his name and the name of his firm with its current address. If the e-Bid/Quotation is made by firm in partnership, it shall be signed by all the partners of the firm above their full names and current addresses or by a partner holding the power of Attorney for the firm for signing the Bid in which case a certified copy of the power of Attorney shall accompany the Bid/Quotation/Bid. A certified copy of the partnership deed, current address of the firm and full names and current addresses all the partners of the firm shall also accompany the Bid/Quotation. If the e-Bid/Quotation is made by a limited Company or a limited Corporation, it shall be signed by a duly authorized person holding the power of Attorney for signing the Bid/Quotation. Such limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

If the e-Bid/Quotation is made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state in along with the Bid as to which of the firms shall have the authority for bidding and for completion of the contract documents and furnish evidence admissible in Law in respect of the authority to such firm on behalf of the group of firms and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in Bid/Quotation, shall be furnished along with the Bid/Quotation.

#### **12. Modifications of Documents:**

Modification/s of specifications and/or extension of the closing date of the e-Bid/Quotation if required will be made by an addendum, which will be published online on BMC portal. These shall be digitally signed and shall form a part of the e-Bid/Quotation. The Bidder shall not add to or amend the text of any of the documents except in so far as may be necessary to comply with any agenda.

#### **13. Taxes and Duties on material:**

GST and other state levies / cess which are not subsumed under GST will be applicable. The tenderer shall be quote rate/s inclusive of all taxes. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties. Wherever the Services to be provided by the Tenderers falls under Reverse Charge mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any.

Rates accepted by BMC shall hold well 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.

#### **14. Evaluation of Bid/ Quotation:**

In comparing Bid/Quotations the Corporation shall consider such factors as the compliance with the specifications, quality apart from the prices offered.

### **15. Payment Terms;**

As per Municipal procedure, the payment of work will be made within 30 days from the receipt of valid bill/invoice. Necessary form for ECS with Bank details have to be submitted along with bill/invoice. Intending Bidders are informed that the payment of the bills and other claims arising out of the contract will be made in the name of their bank by ECS only. Successful Bidder therefore will have to furnish the information as regards the name and complete address of their Bank, by filling ECS form. They will also have to submit fresh information when there is any change in these regards. They may submit fresh information for payment through NEFT & RTGS mode regarding MICR code, IFSC code, account number etc.

In case of only warranty as per the Municipal procedure the payment will be made within 30 days from the receipt of the bill subject to

- Satisfactory supply & installation of material as per quotation specification.
- Submission of all document for execution of written contract.
- Submission of document showing details of the payment of any taxes as applicable.

In case of CMC/AMC as per the Municipal procedure the 80 % payment will be made subject to

- Satisfactory supply & installation of material as per quotation specification.
- Submission of all documents along with Bank Gaurantee/ contract deposit against CMC for execution of written contract.

& balance 20% will be release only after

- execution of written contract.
- Performance Noc of user dept. .

### **16. Validity:**

The Bid/Quotation shall remain firm and valid at least for 120 days i.e. will be valid up to 120 days from the date of opening the Bid/Quotation.

### **17. Completion / Delivery period:**

The Bid/Quotation shall include free delivery at Concern Dept., KEM Hospital, Parel, Mumbai – 400012. Delivery period should not be exceeded above 60 days from the date of receipt of purchase order. Installation of the equipment should be carry out within 30 days from the date of delivery of Equipment.

### **18. Guarantee:**

The successful Bidder will have to furnish Municipal prescribed form affixed with a separate affidavit stamp of Rs. 200/- at the time of supply. If the cost of work is more than Rs. 50000/- the successful quotationer shall enter into a written contract agreement on



Rs.500/- stamp paper. In case CMC/AMC is applicable, bidder the will be submit the Bank Guarantee /security deposit along with contract documents.

**19. Supply:**

Supply should be made within 60 days from release of purchase order and installation should be made within 30 days from the days of supply.

**20. Penalty:**

For failure to comply with the order placed for work / supply of the articles & installation of equipment within the stipulated period a penalty equivalent to 1/2% per week or part thereof on the value of the delayed work / supply of articles will be recovered from the contractors without making any reference to the contractors. The amount of the penalty will,, however, be subject to the maximum of 10% of the contract sum.

**21. General conditions of the contract:**

1. Please fill the quotation according to the specification & submit the mentioned certificate otherwise your quotation will be considered as invalid.
2. The Bidder shall include all taxes, duties and levies. No changes will be paid extra due to ignorance on the part of the Bidder.
3. The successful Bidder will be solely responsible for any damages to the Municipal property, accidents and injurious to human life of contractor's labourers or Municipal labourers, reinstatement of damage property and / or arrangement for the compensation to any loss or damages to human life or site, if caused, shall be reason ability of successful contractor.
4. It is essential on the part of the Bidder to collect full details/specifications of the material to be supplied.
5. The undersigned on behalf of Municipal Commissioner reserves the right to accept or reject any or all Bid/Quotations, full or in part, without assigning any reason thereof.
6. Duly filled CONTRACT AGREEMENT FORM (attached herewith as ANNEXURE) shall be submitted within prescribed time limits, wherever specified, after awarding the contract to the successful contractor.

Sd/-11.03.2024  
**A.E. (M&E)**  
**KEM Hospital**

Sd/-11.03.2024  
**Dean**  
**KEM Hospital**

**ANNEXURE - "A"**

**e-Tender ID-2024\_MCGM\_1028789**

**Bidder Profile**

**Particular of Bidder (To be submitted in Bidder's Letterhead)**

<b>Sr. No.</b>	<b>Discription</b>	
1.	Name of the Bidder	
2.	Postal Address	
3.	Telephone Numbers	
4.	Fax Numbers	
5.	Constitution of the Company	
6.	Name & Designation of the person authorized to make commitments to the Municipal Corporation of Greater Mumbai	
7.	Email Address	
8.	Year of commencement of business	
9.	Turnover of the company for last 3 years	
11.	GST registration Number	
12.	PAN Document Number	
13.	Mention all the third party certification (please enclose the copies of the certificates)	
14.	Brief Description of facilities available with the bidder	
15.	Payment to be made	
16.	Bank Details.	

**Signature & Seal of the Bidder**

**ANNEXURE -B**

(To be uploaded in Packet B)

**e-Tender ID-2024\_MCGM\_1028789**

**COMPARISON STATEMENT**

Tenderer should submit information in the following proforma

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

I/We have gone through all the details tender 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 tenderer  
with Official Seal & Address**

**Annexure- C**

(On Rs. 500/- Stamp Paper)

**DECLARATION CUM INDEMNITY BOND**

I, \_\_\_\_\_ of \_\_\_\_\_, do hereby declared and undertake as under.

1. I declare that I have submitted certificates as required to Executive engineer (Monitoring) at the time of registration of my firm/company \_\_\_\_\_ and there is no change in the contents of the certificates that are submitted at the time of registration.
2. I declare that I \_\_\_\_\_ in capacity as Manager/Director/Partners/Proprietors of \_\_\_\_\_ has not been charged with any prohibitory and /or penal action such as banning (for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.
3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as \_\_\_\_\_ of \_\_\_\_\_.
4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
5. I also declare that I will not claim any charge/damages/compensation for non availability of site for the contract work at any time.
6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge.

**Signature of Tenderer/ Bidder**

**ANNEXURE - D**

**(to be submitted on Stamp paper/ Franking of Rs. 500/-)**

**Articles of Agreement**

**For the purchase of materials/equipments**

**& Job work /Repair work**

**E-Bid No/E-Quotation no.: e-Tender ID-2024\_MCGM\_1028789**

**Dean's Sanction No.** \_\_\_\_\_ **Dated** \_\_\_\_\_ **Contract**  
**for the Supply / work of:** \_\_\_\_\_

THIS AGREEMENT MADE ON THIS \_\_\_\_\_ Day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ Between \_\_\_\_\_ (Partner /Proprietor's Full Name) in habitant/s of Mumbai, carrying on business at in Mumbai under the style and name of Messer's \_\_\_\_\_ for and on behalf of himself / themselves, his / their heirs, executors, administrators and assigns ( Hereinafter called „ the Contractor/s“) of the FIRST PART and Shri./Smt. \_\_\_\_\_ the Dean (KEM) in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore, include Dean (KEM) and any officers of Municipal Corporation of Greater Mumbai authorized by the Dean (KEM) and shall also include their successors & assign / assignee for the time being holding office, of the SECOND PART and the Municipal Corporation of Greater Mumbai (Hereinafter called , the Corporation“) of the THIRD PART. WHEREAS the Municipal Commissioner for Greater Mumbai has interallia deputed under Section 56 and 56 (b) of the Mumbai Municipal Corporation Act 1888 his powers, functions and duties under the provisions contained in Chapter III of the Mumbai Municipal Corporation Act 1888 to the Dean (KEM) AND WHEREAS the Dean (KEM) in pursuance of the power vested in him / her under the provisions of the Mumbai Municipal Corporation Act 1888 and in accordance with the provision of the said Act, recently invited Tender for supply of the \_\_\_\_\_ mentioned in the schedule / specification here to annexed. AND WHEREAS the contractor/s

has/have submitted Tender for the Supply of the said \_\_\_\_\_ and / or work thereof and his / their said Tender was accepted by the Dean (KEM) on the Terms and Conditions hereinafter specified. AND WHEREAS the said Contractor/s has / have paid deposit of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ ) in the office of Dean (KEM) as Contract Deposit for the due and faithful performance of this contract OR has / have furnished the General Undertaking and Guarantee for Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) of Bank, for the payment interalia of the said amount of the Contract Deposit in the office of Dean (KEM) for the due and faithful performance of this contract. NOW THESE PRESENTS WITNESS and it is hereby agreed and declared between and by the parties hereto as follows:

**1. Contract Period** That this Contract shall be deemed to have commence as from and after \_\_\_\_\_ Day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ and shall continue in force, subject to the power of the Dean (KEM) for the time being to determine the same previously as hereinafter mentioned until \_\_\_\_\_ Day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ or until such time as the Supply herein mentioned and shall have been completed and certified for by the Dean (KEM) / purchasing Officer as being of good quality and in good working order.

**2. Contract deposit.** Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost either in the form of DD or in the form of Bankers' Guarantee from the Bankers approved by the Municipal Corporation of Greater Mumbai & same will be retained 6 months after completion of contract period.

**3. Supply to be made according to the Order** The contractor/s shall, During the continuance of this contract, from time to time and at all times as and when the same shall be indented for, or by any officer of the Corporation authorized in that behalf (such purchase order shall be in writing and signed by the said officer) supply/execute and do or cause to be executed and done according to the directions and to the entire satisfaction of the officers of the Corporation authorized in that behalf within the stipulated period after receipt of the respective purchase orders in such quantities as may from time to time be placed, such of the articles specified in the schedule hereunto annexed or carry out any or all works comprised in this Contract which the Contractor/s may be called upon to do at the rates set opposite to the said respective articles/works in the said Schedule. **3(a). Failure to execute Orders** If the Contractor/s fail to comply with the orders and / or carry out the work within the period stipulated, the Municipal Commissioner / Dean (KEM)/ purchasing Officer shall exercise his

discretionary powers to recover from the Contractor/s as agreed, liquidated damages 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, with the BMC. **3(b). Period** Unless otherwise stated elsewhere in this Contract, goods shall be delivered by the Contractor/s within stipulated period from the date of receipt of Order by the Contractors.

**4. Place of Delivery** The articles/provisions so indented for, unless otherwise specified, shall be delivered by the Contractors at the indenting office of BMC, located within the limits of Greater Mumbai or outside city divisions as may be mentioned in the respective indents for the same and all charges for the carriage and delivery thereof, and stacking to or at such place or places, measuring the quantities in the manner specified testing qualities and soundness of materials for workmanship of all parts of the said articles at the time of delivery in such manner as may be directed by the authorized Municipal officer, replacing damaged or defective part/s of the articles shall be borne by the Contractors. No expenses and no risk of any description shall be borne by the Corporation until actual delivery of the materials shall have been taken by the Corporation. The Contractors shall exercise all possible care while delivering and stacking the materials within BMC's premises. The cost of any damage done by the Contractors or their agents to BMC's property while delivering and stacking the materials shall be recovered from their bills or any other outstanding dues. The materials shall be delivered by the contractors as per the convenience of the individual user department.

**5. Quality** All articles supplied by the Contractor/s in accordance with this contract, shall be new and of the best quality of their respective kinds, in accordance with the Municipal samples or 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. Quantity** The quantity in the tender is based on probable student strength as on June 2015 and hence it is approximate. The grand total of quantity mentioned in item data may increase or decrease by 10%. The Corporation agrees to purchase the articles valued at not less than 25 percent of the total amounts of the contracts.

**7. Maintenance contract for AMC/CMC (if applicable as per the case)**

**Service and annual maintenance contract:**

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

- e) The tenderer should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). During AMC period, the Service Engineers will have to make 04(four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within 72 hours (3 days) from the date & time of lodging of complaint with the Service Engineer through phone / fax/person/post/courier/e-mail. A service call shall be attended even on Sundays and Public Holidays. The complaint /message will be sent to the address given in this contract as well as in supply order.
- f) 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.
- g) 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.
- h) If the problems are required to be rectified at Service Centre site /workshop / premises, additional 7 days period will be allowed i.e. total 10 days from the day of initial breakdown report. Normal AMC charges for additional 7 days period will be deducted from the bill of AMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct @ double the AMC charges/ day on prorata basis from the bills for delayed period.

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

**OR**

**Service and comprehensive maintenance contract:**

The successful tenderer shall have to enter into comprehensive Maintenance contract for at least five years after the completion of guarantee period of 36 months at the rate of 5% of



equipment cost per year, rate will be fixed for 5 years. The comprehensive Maintenance contract shall include the equipment and all accessories supplied by the tenderer as a part of this tender. It is the responsibility of the tenderer to see that the equipment and all accessories are maintained in proper functioning condition by providing spare parts where required, whether such spare parts/accessories be manufactured by the tenderer or not.

- e) The tenderer should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). During CMC period, the Manufacturer's Service Engineers will have to make 04(four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within **72 hours (3 days)** from the date & time of lodging of complaint with the Service Centre through phone / fax/person/post/courier/e-mail. A service call shall be attended even on Sundays and Public Holidays. The complaint /message will be sent to the address given in this contract as well as in supply order.
- f) 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.
- g) 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.
- h) 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.**

**8. Penalty for Inferior Supply** If the articles supplied are found of inferior quality or not as per the specification, when tested through Govt./Govt. approved Lab / having NABL accreditation and test reports are not found in consonance with the parameter mentioned in the specification of the tender, the supply shall be rejected and i) If the default committed by the tenderer/supplier is of first time he is liable for penalty up to 20% of the total purchase cost and ii) If the default committed is of second time, the firm shall be blacklisted for a period of three years and iii) If the default committed is of third time or more than that, the firm shall be permanently blacklisted.

**9. Replacement of Rejected Materials** Tenderer/contractor shall have to replace rejected Material with approved one. The supplier should remove the rejected Material within 15 days failing which the same will be disposed off by M.C.G.M. at the risk and cost of contractors without any further correspondence in this regards.

**10. Rejection & appeal:** Dean (KEM) or the purchasing officer, shall not be bound to assign any reason in case of his rejecting the materials or articles supplied by the contractors, but the decision of the said rejecting authority shall be subject to appeal to the Commissioner, whose decision as to Whether the said articles shall be accepted or rejected shall be final and binding on the Contractor(s).

**11. Fees** The contractors shall pay such fees as may be decided to be levied by the Commissioner in connection with the inspection, and field /or laboratory tests of materials supplied by the contractors. Such payment will however, be enforced only in the event of the articles supplied and analysed, being found to be inferior to specifications or stipulated quality. Unless otherwise stated elsewhere in this contract, the materials destroyed partly or fully, during the process of inspection or testing shall be replaced by the contractor free of cost.

**12. Risk & Cost Purchase** In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily any of the said articles within the prescribed time as herein provided, or in case shall fail at once to replace any articles 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 specified 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 there thereby incurred which shall include a minimum charges of 5 per cent, in all cases of default, which may be raised to a maximum of 15 per cent, in special cases at the discretion of the Commissioner shall be payable by and/or may be deducted from any moneys due or to become due to the Contractors under this or any other contract between the contractors and the Corporation. The Commissioner may, however, fix

such other subsequent date as he may think fit by which the delivery of the said articles or execution of the said work shall be completed.

**13. Articles can be brought from elsewhere** The Corporation shall be under no obligation to purchase from the contractors all or any of the articles specified in the said schedule or otherwise, but only such articles and those in such quantities, as may from time to time be indented for on the contractors by the purchasing Officer. The Commissioner has the option of purchasing any of the articles from the market or other Contractors or elsewhere.

**14. Submission of Bill** The Contractor/s shall on completion of the delivery of the articles or completion of the work mentioned in the respective order, present his/their bills in duplicate to the purchasing officer within 8 days from the date of the completion of such delivery/work.

**15. 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 entitled to forthwith terminate this contract 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.

**16. 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 security as aforesaid shall be absolutely forfeited to the Corporation as liquidated damages for such failure or breach or determination of the contract.

**17. 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 makeover 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 security Deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages.

**18. Disputes etc. to be decided by the Commissioner** If any dispute or difference shall arise between Dean (KEM) 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 presents or any of them or the quantity or quality thereof the delivery, stacking measurement, weighment or making thereof or other action taken, or purporting 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 Dean (KEM) or the Officer aforesaid or the mode of carrying out and giving effects to the provisions of these presents, or concerning the meaning or intention of this contract or of any part thereof, or concerning any certificate or order made or purporting to have been made there under, or in any ways whatsoever relating to the 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 decided 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 them and who shall decide and determine thereon; and to the Commissioner shall also be referred to the settlement of this contract and the determination of the sum or sums or balance of money to be paid or received from the Contractor by the Corporation.

**19. Commissioner's direction & decisions to be final and binding** The directions, decisions, certificates, order and awards given and made on such reference as aforesaid of the Commissioner (which said directions, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Contractor respectively 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 other ground or for any pretence, suggestion, charge, insinuation of fraud, collusion or confederacy or otherwise, howsoever, and it shall not be competent for the contractor of the Corporation to expect to any hearing or determination before or of the Commissioner or to any certificate, order or award by the Commissioner on the ground of any want of jurisdiction or excess of authority or irregularity of proceeding, but all matter made the subject of any such hearing or determination or included in any certificate, order or

award, and whether of retrospective or prospective operation or effect, shall be deemed to have been properly submitted to the Commissioner and be taken to have been properly adjudicated upon.

**20. 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 a party to or be required to defend or answer any action, suit or proceedings 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 matter 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 the premises, 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.

**21. Corporation's lien over all moneys due to the Contractor or his deposit** The Corporation shall have a lien on over all or any moneys that may become due and payable to the Contractor/s under these present and or also on and over the deposit or security amount or amounts made under this contract and which may become repayable to the Contractor/s under 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 provisions of the Mumbai Municipal Corporation Act 1888, 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 these 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.

**22. Termination of the Contract** These presents in every clause matter and thing herein contained shall cease and determine on the.....Two Thousand..... (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 any have been broken or not performed

**23. Return of the Contract Deposit:** 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 .

**24. Banker's Guarantee** In the event of the said deposit of Rs.....having been made by the Contractors by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the contractors and of the contractors and of the Contractors under any of the provisions of this Contract becoming subject to or liable for any penalty or damages liquidated or unliquidated or of the said deposit of Rs.....becoming forfeited as hereinbefore mentioned then 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 of forfeiture of deposit shall be exacted or claimable from or against the Contractors under this Contract the Contractors and the 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 Contractors and of the said Bankers and the right of the Commissioner and/or the Corporation to claim under the said General Undertaking and Guarantee for or in respect of any other subsisting Tender or Contract entered into by the Contractors with the Commissioner and/or the Corporation.

**25. Partnership** Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents 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 of the 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 thereof, 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.

**26. 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.

**27. Singular – Plural** Words in the Singular number shall include the plural and plural the singular.

**28. Meaning** The Word „The Municipal Commissioner“ or „Commissioner“ wherever they occur in this Tender or in the Contract shall be construed to mean „Additional Municipal Commissioner,, or „ Dean (KEM)“.

**29. 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.

**30. Penalty** If the contractor fails to comply with the order within the delivery, installation and commissioning period stipulated, the Municipal Commissioner/ Dean (KEM)/ Purchasing Officer shall exercise his discretionary power either :- (a) To recover from contractor as agreed, the liquidated damages or by way of penalty a sum not exceeding half percent of the price of the equipment/ material which the contractors has failed to deliver as aforesaid per week or part thereof during which the delivery of such equipment / material 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 BMC. OR (b)To purchase from elsewhere after giving due notice to the contractor on that account and at his risk, stores not delivered or otherwise of a similar description without cancelling the contract in respect of the consignment not yet due for delivery. OR (c)To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.

**31. 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 Instructions to the Tenderers including the Annexures thereof and the specification of the articles/work shall form parts & parcel of these Contract Agreement

**32. Operation of the Contract Clauses** The Dean (KEM) or his / her successor/s for the time being holding the office of the Dean (KEM) shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various clauses of the said contract. All such notices signed by the Dean (KEM) shall be deemed to have been signed by the Municipal Commissioner or Addl. Municipal Commissioner or the Dean (KEM)



**Signature, name Signed, sealed and delivered by and address of witness**

The said Contractors, Shri/ Messers \_\_\_\_\_

In the presence of:

1) \_\_\_\_\_

2) \_\_\_\_\_

**Contractor**

(Along with Seal of the Company)

And by the Dean (KEM Hospital), Shri. \_\_\_\_\_

In the presence of:

1) \_\_\_\_\_

2) \_\_\_\_\_

**Dean (KEM Hospital)**

The common seal of the Municipal *Corporation*  
of Greater Mumbai as affixed on  
the .....day of .....Two thousand,.....

In the presence of

**SEAL**

1) \_\_\_\_\_

2) \_\_\_\_\_

Two Members of the Standing Committee  
of the Municipal Corporation of Greater Mumbai.

Witness

1) \_\_\_\_\_

2) \_\_\_\_\_

**Contract examined with the tender details & the sanction no: \_\_\_\_\_  
and found correct.**

Date:

**ANNEXURE - E**  
**(To be uploaded in Packet B)**

**e-Tender ID-2024\_MCGM\_1028789**

Tenderer should submit information in the following proforma

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

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

Full Signature of the tenderer with  
Official Seal & Address

**ANNEXURE -F**  
 (To be uploaded in Packet B)  
**e-Tender ID-2024\_MCGM\_1028789**

Tenderer should submit information in the following proforma

**(List Of Consumables)**  
 (To be uploaded in Packet 'B')

<b>Item Group No 1</b>	<b>Items Description in Commercial Bid for single unit 2</b>	<b>Description of the Items 3</b>	<b>OEM/ Proprietary 4</b>	<b>Open/ General 5</b>
<b>Item</b>				
1	Consumable 1			
2	Consumable 2			
3	Consumable 3			
4	Consumable 4			
5	Consumable 5			
6	Consumable 6			
7	Consumable 7			

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

Full Signature of the tenderer with  
 Official Seal & Address

**Quotation Form**

**(To be uploaded in PACKET A)**

To,

The Municipal Commissioner

Municipal Corporation of Greater Mumbai

Sir,

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

1. Invitation to Quotationers
2. Instructions to Vendors participating in e-Quotation Process
3. Flow of activities of e-Quotation
4. Important General Conditions and Instructions to Quotationers
5. Items Descriptions
6. Scope of supply and Technical Specifications
7. Contract Agreement form (Proforma for Article of Agreement)
8. Annexures
9. Details of the Item Data in SRM :- (Rate to be filled by Quotationer in commercial offer)
10. Corrigendum if any

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

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

4. I / We also agree to keep this e-Quotation open for acceptance for a period of **120 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
5. I/We hereby further agree to execute agreement in the prescribed pro-forma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.
6. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.
7. I/We further state that I/We have separately furnished an undertaking / declaration in the form with regards to agreeing to the terms and conditions in corporate in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

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

**Full Signature of the tenderer with**

**Official Seal and Address.**

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

Full Names and Residential Address

of all the partners constituting The firm:

**1.** ..... A/c. No.....  
..... Name of the Bank.....

**2.** ..... Name of the Branch.....  
.....

**3.** .....  
.....

### **Specification for 0° degree Telescope**

- 1) Wide Angle Straight Telescope 0° , enlarged view, diameter 4mm, length upto 18cm, autoclavable, fiber optic light transmission incorporated - 1Qty
- 2) All items should be USFDA and European CE certified

### **General Specifications**

1. Three years comprehensive warranty
2. It should be CE Certified by European Notified Body (under MDD) along with declaration of conformity or US FDA approved for offered model and accessories.

In case of CE (Class I) following documents are required to be enclosed:

- a) Declaration of conformity by manufacturer or EU representative of Manufactured 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 the quoted model is compulsory
4. Power supply : 230 V +/- 15%, 50 Hz +/- 3%
5. Service Training to MEC Engineers and Operational training to user department.
6. Operating and detail service manual should be provided.
7. Tropicalization:
  - Operating Temperature upto 40° C.
  - Storage Temperature upto 60°
  - Relative humidity upto 90% non-condensing