

Neonatology /KEMH/EOI/ 92

date: 11/03/2024

Expression of Interest.

Subject- To invite Expression of Interest from Original Equipment Manufacturer /Vendor / Distributor to supply of Flurometry Device at Neonatology Dept of KEM Hospital through Government Fund received in PBCF Dept of KEM Hospital.

King Edward Memorial Hospital is one of the leading tertiary care, public hospitals in the metropolis of Mumbai that provides basic as well as specialized services to needy patients from all over the country. With a glorious legacy of 96 years and currently catering to over 1.8 million out-patients and 85,000 in-patients annually, the institute is among the top ranked medical institutes in India. Through Government Funds received in PBCF Dept of KEM Hospital, we wish to purchase a Bidder at Neonatology Dept of KEM Hospital.

For purchase of the above equipment, it is proposed to invite “Expression of Interest” from Original Equipment Manufacturer /vendors / Distributor, to supply the same to KEM Hospital. To supply Bidder, Original Equipment Manufacturer /vendors / Distributor should purchase a form from Poor Box Charity Fund, KEM Hospital from **11.03.2024 to 18.03.2024** in working hours and all proposals with the required documents should be submitted on or before **18.03.2024 (by 1.00 pm) in the Neonatology Department, KEM Hospital, Parel, Mumbai 400012.** With Three packet System (i.e. Packet A is a Administrative & Packet B is a Technical Documents & Packet C is a commercial) do not disclosed the price other than commercial packet. The packet will be open in front of Hospital Committee as per schedule decided by committee.

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Parel, Mumbai 400012

Specifications For Flurometry Device for Neonatology Dept Of KEM Hospital

	Description
Name of Equipment	<u>Flurometry Device</u>
Specification of Equipment	<ol style="list-style-type: none"> 1. Instrument should be capable of carrying out new born screening. 2. The system should be capable of carrying out the following assays in New born screening-G6PD,TSH,T4,IRT,PKU,BIOTINDASE,GALT,TOTAL GALACTOSE &17OHP. 3. The system should be capable of carrying out following assays in Prenatal screening using serum samples- PAPP-A, FhCGB, PIGF & AFP in First trimester; AFP, FhCGB, uE3 in second trimester for screening of aneuploidies, Pre-eclampsia & ONTD both in First & second trimesters. 4. The system should be capable of carrying out the following assays in Prenatal screening- PAPP-A & FhCGB on dried blood spot. 5. The system should work on the principle of Time Resolved Flurometry (TRF) which is efficient, sensitive, proven and time tested; also accepted worldwide. 6. The system should be validated & published on population; at least 3 studies should be supplied for the same 7. The instrument should be quoted & supplied with all needed accessories like shaker, washer-disk remover, Dried blood spot Puncher etc... required for NBS. 8. System should have at least 3 installations in government institutions of India. 9. The system should be supplied with Informatics solution to automate the full work flow of NBS lab – data entry to report generation. 10. Software should be IVD certified. 11. The system should be certified by US FDA/CE-IVD, EU 12. The assays should be also certified – US FDA /CE-IVD 13. The system should have easy to perform and maintain Quality control options. 14. The reagents to be supplied should have the essential certification and traceability certificates 15. Power requirements <ol style="list-style-type: none"> a. Maximum power consumption: 400 VA b. Mains voltage 110 -120 V/ 220 - 240 V, 50/60 Hz 16. Safety standards Certification: <ol style="list-style-type: none"> a. CE, IEC-CB and CSA-NRTL/C b. The instrument fulfills the requirements of: <ol style="list-style-type: none"> i. EN 61010-1 ii. CAN/CSA-C22.2 iii. UL 61010-1 iv. EN 61010-2-101 17. Environmental conditions <ol style="list-style-type: none"> a. Temperature 15 - 35°C b. Relative humidity 10 - 85 %. 18. Light sources 19. Continuous light source for fluorometric measurements: <ol style="list-style-type: none"> a. Tungsten-halogen lamp, 75W, lifetime > 300h, Spectral range 340 - 700 nm. b. Rotatable filter wheel A, provided with 8 filter positions (Ø 15 mm). Standard high quality interference filters 340 nm, 355 nm, 390 nm, 485 nm, 544 nm. Changeable rotatable filter wheel B, provided with 4 filter positions (Ø 25.4

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	<p>mm)</p> <p>c. Flash light source for TR-fluorometric measurements:</p> <ol style="list-style-type: none">i. UV xenon flash tube, L4642 or equivalent, spectral range 280 - 400 nm.ii. Filter slide, provided with 3 filter positions (Ø 22.4mm). Filters 340 nm and 320 nm are fitted. <p>20. Detection units</p> <p>a. Fluorometry and TR-fluorometry:</p> <ol style="list-style-type: none">i. Photomultiplier tube, R 1527ii. Emission filter slide A, provided with 8 filter positions (Ø 25.4mm) with the following <p>b. filters:</p> <ol style="list-style-type: none">i. 405, 460, 486, 535, 590, 615 and 642 nmii. Changeable emission filter slide B, provided with 8 filter positions (Ø25.4mm) <p>21. Performance</p> <p>a. Fluorometry Fluorescein</p> <ol style="list-style-type: none">i. Detection limit < 10 fmol /well <p>b. TRfluorometry Europium detection limit < 12 amol /well Eu-linearity 5 decades</p> <p><u>Other/ General Specifications:</u></p> <ol style="list-style-type: none">1. All the above equipment shall be new and manufactured from virgin material. All the requirement of this supply shall be necessarily sourced from the original equipment manufacturer of the model quoted except UPS, Printer etc. which shall not be necessarily sourced from the original equipment manufacturer of the model quoted but should be compatible with quoted model. In case the machine is an imported one, no import substitution is permitted neither before the award nor after the award for any part or accessory. "Third party inspection certificate should be applied from the port of origin of shipping of equipment (from the parent companies' country of origin)2. Equipment shall operate on 220-240 V, single phase, 50 Hz electric supply. The necessary protective relaying /circuitry shall be there within the machines. The mains supply. Voltage variation may be max.=10% and frequency variation maximum=3%3. It should be CE certified by European notified body (under MDD) along with declaration of conformity or US FDA approved.4. The Equipment shall have warranty of three years as described in the tender document elsewhere. This will be followed by a CMC period of 5 years. The warranty and CMC period shall cover the list of the spare parts, consumables and accessories - the list should be provided at the time of purchase and rate of which will be frozen for total 8 years (warranty 3 years and CMC 5 years) irrespective of whether those are treated as consumables or otherwise. Any part not included in the above list will be considered as covered under CMC. The successful bidder has to ensure that technical support and all the required spares and services are available during the period of CMC and 2 years after the contract period of eight years. CMC rates should be quoted at the time of purchase and should not exceed 5% of total basic cost of the machine (without GST).5. The equipment should be provided with one hard copy original of the detailed service manual and operation manual. Further, a soft copy is also required.6. The equipment must be tropicalized as below: Operating room temperature: up to 40°C Storage room temperature :up to 60°C Relative humidity: up to 90% Non-Condensing7. Demonstration of quoted model to MCGM officials is compulsory (along with demonstration of all accessories). The demonstration should be given well within
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	<p>the time limit prescribed.</p> <p>8. Prospective tenders should have a full –fledged and well – established service centre in Mumbai with engineers qualified in servicing of the said equipment. Please provide details of the Same in Annexure-1</p> <p>9. Provide a list of installations (of quoted model) in state & country.</p> <p>10. Service Training to Medical Electronic Cell (MEC) Engineers and Operational Training to user department is compulsory.</p> <p>11. User friendly with good past record for after sales service.</p> <p>12. The price of the equipment should include- the cost of the equipment and required accessories and adapters; their supply, transport and installation; and training and demonstration and all applicable taxes.</p>
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General Conditions :

<u>Who can quote :</u>	<p>Manufacturer or their Distributor /Dealer / Importer /Traders/agent to submit EOI on their behalf, Distributor /Dealer / Importer /Traders/agent will be allowed to participate in the EOI process subject to,</p> <ol style="list-style-type: none"> 1. Manufacturer shall issue the certificate stating the date from which said distributor is their Distributor /Dealer / Importer /Traders/agent for the assigned EOI. 2. Manufacturer along with Distributor /Dealer / Importer /Traders/agent has to enter in to “Tri-Party Agreement” (As per Annexure - 3-A) with Dean KEM Hospital , Municipal Corporation of Greater Mumbai. 3. The responsibility of supply, installation, testing and commissioning of medical equipments along with 3 years warranty and 5 years Comprehensive Maintenance Contract shall be of Manufacturer and bidder jointly as well as severally. 4. Distributor /Dealer / Importer /Traders/agent should have NO previous transgressions occurred in the last 3 years and should declare so. (In Annexure- 3-A)
<u>Turnover :</u>	<p>The average annual turnover of the bidder during preceding three financial years shall be minimum Rs.39,82,000/- Evidence in the form of certificate issued by Auditor of firm/ Chartered Accountant shall be submitted during the submission of the EOI (PACKET-‘A’ Administrative).</p>
<u>Experience :</u>	<p>The bidder/manufacturer shall have adequate experience of successful supply, installation, commissioning & repairs & maintenance of Bidder during last five years from due date of the EOI. Experience Certificate shall be Submitted during the submission of the EOI (in given format at Annexure –10)</p> <p>Bidder/Manufacturer shall provide certified copies of the executed <u>purchase orders along with completion certificates</u> in support of the experience as provided in this clause <u>without disclosing the rates.</u></p> <p>Authorization letter of authorized representative shall be submitted in packet ‘A’.</p>
<u>Validity:</u>	<p>The validity of the offer should be for at least 180 days from the date of the opening of the EOI.</p>
<u>E.M.D.:</u>	<p><u>Payment of Earnest Money Deposit (E.M.D.).</u></p> <p>The Bidder shall have to pay EMD of Rs. 1,13,750/- offline via DD in name of “Dean PBCF, KEM hospital” , only. The vendors having standing deposit shall also have to pay the full EMD amount offline.</p>
<u>Refund of E.M.D. :</u>	<p>E.M.D. of bidder except L1 and L2 will be refunded after finalization of price Packet B evaluation. However refund of EMD, such bidder will not have any claim for award of contract. EMD of second lowest bidder will be refunded after</p>

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	<p>issuance of letter of acceptance to lowest responsive bidder.</p> <p>In case of successful bidders paying 5% contract deposit in DD in name of BMC, their EMD will be refunded after submission of the receipt in this respect along with the contract document. Whereas, the successful bidders who have submitted BG in lieu of 5% contract deposit, the EMD of such bidders will be refunded only after the confirmation letter of the Bank issuing this BG is received and verification of the same along with contract documents.</p>
<u>Unconditional offer:</u>	Bidders shall quote a firm & unconditional offer. <u>Conditional offers shall not be considered and shall be treated as non-responsive.</u>
<u>Contradictory Clause in EOI</u>	EOI containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" "Order subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.
<u>Quoted Currency.</u>	If the bidder is has to quote <u>in INR</u> only. The prices quoted shall be firm and no variation will be allowed on any account whatsoever. Bidders are requested to fill in the EOI 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 EOI has been submitted.
<u>The Three Packet system</u>	<p>The Bidder should submit EOI in three Packets system as below, so as to have fair, transparent and timely completion of EOI process. Bidders are requested to submit all required documents while submitting EOI itself.</p> <p><u>Packet – ‘A’ Administrative Bid’:</u> The Packet 'A' shall contain the following:-</p> <ol style="list-style-type: none"> 1) Goods and Service Tax Registration Certificate in Maharashtra or equivalents. 2) The 'PAN' documents and photographs of the individuals, owners, Karta of Hindu Undivided Family, firms, Private Limited Companies, Registered Co-operative Societies, Partners of Partnership firm and at least two directors, if number of directors are more than two in case of Private Ltd. Companies as the case may be. However PAN Documents will not be insisted in case of Public Limited Companies, Semi Government undertaking, Government undertaking . 3) Certified copy of latest partnership deed in case of partnership firm. 4) Firm/Company/Sanstha Registration Certificate.i.e. <ol style="list-style-type: none"> a) Power of attorney in case of Partnership firm/Public Limited Company/Private Limited Company/Society /Government undertaking. b) Company Registration Certificate/Partnership Deed, duly registered with Registrar, Articles of Association, Society Registration Certificate as the case may be. 5) The bidder shall have to submit valid registration certificate under Employees Provident Fund and Miscellaneous Provision act of 1952 (EPF and MP Act.1952) if applicable. Also they shall have to submit registration certificate under Employees State Insurance Corporation Act.1948 if applicable. If not applicable an undertaking shall be submitted as provided in Annexure 3 6) Valid and correct e-mail ID of the bidder for communication in respect of this bid shall be provided in Annexure 1. 7) Bidder should submit EOI document along with the EOI form with Sign & Stamp and all annexures i.e. annexure 1,2,3 & 3-A,4,9(A,B,C),11,12,13, 14 & 15 to participate in EOI process. Bidder shall fill in the requisite details, sign wherever necessary and submit offline/hardcopies. 8) Chartered Accountant's Certificate for turnover of the bidder for preceding three financial years. 9) Import /Export license in the name of bidder/ Manufacturer issued by competent

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authority.

Note : Documents mentioned at Sr. No. (1), (2) & (5) above shall not be applicable in case of foreign bidders.

Packet 'B' (Technical Bid): The Packet 'B' shall contain the copies of the following documents:-

- 1) Technical offer with scope of supply **without indicating price** (Annexure 5,6,7,8,10,
- 2) Copy of valid CE certificate with directives for medical devices issued by European Conformity notified body having European address and / or copy of valid US FDA approval as mentioned in general condition of technical specification, as per CE / US FDA policy. The Bidder shall submit the details of CE and US FDA as mentioned in Specification along with certificate is compulsory.
- 3) Technical Brochure's for quoted model having technical specifications.

Note :

- 1) The bidder **shall not disclose/quote the rates** of items in Packet 'A' & 'B'. In case of such indication of rate by the bidder in this packet, the EOI shall be rejected out rightly and the EMD will be forfeited.
- 2) If the bidder has not submitted all the required and necessary documents as prescribed in Packet 'A' & 'B', then the bidder shall be intimated to comply with the said requirements within 7 days by e-mail, on e-mail ID provided by the bidder. Bidder in return reply by e-mail can submit self attested, signed, scanned copies of the documents asked for.
- 3) Non compliance of the shortfall from the bidders end within prescribe time , their offer will be treated as non responsive & in such cases 20% EMD amount will be forfeited as penalty.

Packet – 'C' (Commercial Bid): Price should included GST charges & any other charges (Supplier needs to submit basic cost of equipment and GST rate in prescribed format). **Bidders shall submit details of the HSN/SAC code for all the items quoted on company letterhead' in the Folder 'C' only.**

Accordingly, the prices quoted should be **in INR currency** for all the items quoted i.e. Equipment, Accessories, CMC/AMC, Turnkey projects, cost per test, consumable if any etc. failing which EOI will be rejected. Tax structure shall be mentioned for all taxes like GST, all duties, levies etc. in force i.e. the percentage of various taxes & duties in packet C. Even though supply is imported, the tax structure shall be mentioned for all taxes like GST, all duties, levies, Basic custom duty, etc. in packet C. The charges towards Third party inspection, Insurance, Transportation shall be included in the quoted cost.

Cost of the Comprehensive Maintenance Contract (CMC) for each year will be fixed to 5% of the ordered value of the equipment. Quoted price of equipment is in INR by a bidder (which includes all taxes to be paid by bidder) same will be considered as ordered value of equipment.

All the provisions of GST Act will be applicable to the bidder. Bidder shall upload the undertaking as per annexure A(irrecoverable undertaking) in prescribe format in folder C. **The quoted amount CMC will be treated as inclusive of all taxes.**

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<u>Consumables:</u>	Bidder shall have to <u>submit the rate for the consumables</u> mentioned in Annexure-7 in commercial bid i.e <u>in Packet C.</u> The rate quoted for consumables shall be freeze for total contract period i.e. 8 years (3years warranty+ 5 years CMC) and cost of one consumable each shall be considered for evaluation and KEM Hospital is not binding to accept the rates quoted for consumable. Apart from mentioned consumables cost of no other consumables will be paid by KEM Hospital and same shall be covered under warranty and CMC. Rates for consumables shall be quoted excluding taxes if any. All taxes will be paid at actual as per prevailing rates.
<u>Acceptance of EOI:-</u>	The decision of the Dean KEM hospital shall be final and binding. Dean KEM hospital do not pledge herself to accept the lowest or any EOI. The Dean KEM Hospital reserves the right to split the quantity amongst the eligible bidders , to relax/stringent any of the conditions of the EOI & to reject any or all EOI without assigning any reasons.
<u>Demonstration :-</u>	Demonstration is compulsory for lowest bidder and he should arrange for the demonstration in India of the equipment quoted for in the EOI within 7 days from the date of intimation of the request for demonstration preferably in Mumbai in the hospital. However, if complete system of quoted model/complete system is not available in Mumbai, demonstration may be arranged outside Mumbai/India in any mutually agreed upon hospital or manufacturing plant at bidder's cost. Demonstration must be given within 7 days time from the date of receipt of letter from Dean KEM Hospital if planned in India and within 15 days if abroad, otherwise liable for penalty/legal action like forfeiture of EMD, blacklisting. If demonstration / testing of equipment offered by lowest bidder is found non-satisfactory, then his offer will not be considered and 25% of EMD will be forfeited. The demonstration of equipment should be attended by HoD/Professor/Associate Professor of the Major Hospital only & EEMEC/ AEME. Demonstration in the presence of subordinate authorities like Resident Doctors / Lecturers will not be allowed. The video recording of the demonstration shall be mandatorily done. Soft copy of the Video Recording shall be handed over to the representative of KEM Hospital who witnessed the demonstration. Arrangement of Video Recording shall be done by the bidder at their own cost. The demonstration report shall be prepared on same day and signed by all present including representatives of bidder / Head of Department.
<u>Purchase Order:-</u>	Purchase orders will be issued after the receipt of Dean KEM sanction subject to availability of fund provision and site is ready for installation.
<u>Delivery & Installation Period</u>	1) Supplier should give free delivery at user department of KEM Hospital within 60 days from the date of receipt of purchase order. 2) Free Installation and commissioning of equipment shall be done within 30 days from the delivery of the equipment.
	Following documents are required at the time of shipment of consignment in case of supply of indigenous as well as imported equipment. i) <u>Third party inspection report</u> : Third party inspection of the quoted equipments shall be carried out by the successful bidder for the equipments manufactured in India or abroad and report shall be submitted for the same at the time of delivery of equipments to KEM Hospital . 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 EOI specifications and certify the following things:-

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	<p>a) The equipment is new and made of virgin material; it is not reconditioned /retrofitted.</p> <p>b) The name of the equipment manufacturer, model and serial nos. of equipments & country of manufacturer.</p> <p>c) Third party inspector shall clearly mention in his report the purchase order no., date and name of consignee i.e. Dean KEM Hospital .</p> <p>ii) <u>Packing List</u>:--It shall be issued by original manufacturer in 4 sets. One set should be kept in equipment container. Two sets should be sent with original invoice to user department and one set shall be sent to Dean, KEM Hospital for information.</p> <p>iii) <u>Country of Origin Certificate (For foreign manufacturer)</u>:--It shall be issued by competent authority of that Country (Chamber of commerce of concerned Country) mentioning Name of manufacturer, consignee, name of equipment, invoice No., Qty.etc. Also, Certificate of Origin issued by the manufacturer and certified by the Chamber of Commerce of respective country.</p> <p>iv) <u>Insurance Certificate</u>: It shall be issued by the Insurance company and shall contain name, model, serial nos. of equipment being supplied. Also it shall contain the mode of transport, location from manufacturers site i.e. from factory warehouse to warehouse of user department and period of insurance</p> <p>v) <u>Original Invoice</u>:--Original Invoice issued by bidders/manufacturer should contain following details :-</p> <p>a)The name of the equipment manufacturer, model and serial nos. of the equipments.</p> <p>b) Name of the consignee i.e. Dean KEM Hospital.</p> <p>c) Purchase order number and date issued by Dean KEM Hospital</p> <p>vi) <u>Bill of entry</u> : It shall be issued by Custom authority of India indicating Invoice number and date, of manufacturer, name and model of the equipment, quantity, country of origin, Consignee details.</p> <p>vii) <u>Bill of lading /airway bill</u>: Bidder has to submit bill of lading or Airway bill after dispatch of equipment/machine. The user department has to verify before making payment to bidder.</p> <p>viii) <u>Custom duty paid receipt</u>.</p>
<u>Training</u>	The successful bidder 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.
<u>Penalty</u>	<p>If the successful Bidder fails to comply with work/purchase 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. Such penalty is to be deducted always by the Dean KEM from the contractors balance bill, B.G. or EMD or any money due to the contractor from Municipal Corporation.</p> <p align="center">OR</p> <p>To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.</p>
<u>Consequence of inferior</u>	If the equipment supplied is found of inferior quality or not as per specifications, the contractor shall replace the equipment within one month from the date of intimation at the

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<u>supply</u>	cost & risk of the contractor and also liable to pay the fine imposed by the Dean KEM Hospital, failing which Earnest Money Deposit & Contract Deposit of the contractor shall be forfeited & the bidder shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Dean KEM Hospital, the same shall be payable by the supplier immediately on demand, failing which the same shall be recovered from other dues to the contractor from the Municipal Corporation.
<u>Replacement of Rejected Materials</u>	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 Dean KEM Hospital at the risk and cost of contractors without any further correspondence in this regards.
<u>Contract:</u>	<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. The Contract Agreement (as per Annexure 12) means the agreement entered into between the Dean KEM hospital and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.</p> <p>Bidder must distinctly understand:</p> <p>That they shall be strictly required to conform to the conditions of this contract as contained in each of it clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition.</p> <p>The contract entrusted to the successful bidder shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm floods or rising of war by any country.</p>
<u>Contract Deposit:-</u>	<p>1) Successful bidder shall have to pay Contract Deposit shall be @ 5% of total contract cost either in the form of Demand Draft (DD) in name of BMC or in the form of Bankers' Guarantee from the Banks, list of which is displayed at Reserve Bank of India's following website:- 'rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf' The B.G. shall be acceptable from these banks and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar.</p> <p>2) The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, they said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee. The B.G. shall be retained 6 months after completion of contract period & will be refunded accordingly (Contract period is 3 years of warranty plus five years AMC/CMC period. (as applicable))</p> <p>3) The Bankers Guarantee shall be valid for the period of Three years initially (during warranty period) and thereafter it shall be renewed for further period of three years and again further renewed for the period of two and half years years.(During AMC/CMC period)</p> <p><u>If Bankers Guarantee towards Contract Deposit is not renewed 3 months prior to expiry, then Bankers Guarantee will be forfeited without any notice to that effect and contractor shall be liable for penal action like blacklisting etc.</u></p>
<u>Execution of contract</u>	In the event of the EOI being accepted, the full amount of the contract deposit must be paid and the contract must be signed by proprietor of the firm in case of proprietary firm / all the

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	<p>partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. Such power of attorney need be registered in the office of the Chief Accountant and Dean KEM should be informed accordingly.</p> <p>In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the chief Accountant an Dean KEM should be informed accordingly.</p> <p>Bidder shall pay contract deposit, legal stationery charges, stamp duty payable on the Contract Value as per the provisions of “Stamp Duty Act 1958” (amended till date) etc and submit contract documents within 30 days from the date of receipt of EOI acceptance letter.</p>
<p><u>Payment of legal and stationery charges:</u></p>	<p>These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the material as per prevailing circular.</p> <p>This can change and the successful Bidder shall have to pay the applicable legal charges at the time of award of contract.</p>
<p><u>Warranty period</u></p>	<p>Comprehensive warranty on equipment and all list of spare parts shall be three years. Inclusion and exclusion of Warranty documents should be clearly stipulated. Bidder during the guarantee / warranty period shall bear all the taxes, custom duties, levies, to & cost of transportation etc. of the Machinery / Equipment while the same is taken away from India and returned to India (i. e. KEM Hospital) duly repaired by the Manufacturer. During the entire period of guarantee the bidder/ manufacturer 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 bidder and includes the labour charges, transport charges and etc. shall also be borne by the bidder. The Bidder should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). If this is not done, a penalty @ 1% per day of Contract Cost of equipment will be imposed on the bidder and same will be recovered from Contract Deposit or payment due if any.</p> <p>The warranty and CMC shall cover the list of spare parts and the rate of which shall be valid for total 8 years (warranty 3 years and CMC 5 years) irrespective of whether those are treated as consumables or otherwise.</p>
<p><u>Comprehensive Maintenance Contract (CMC)</u></p>	<p>The successful bidder shall have to enter into comprehensive Maintenance contract for at least five years after the completion of guarantee period of 36 months <u>at the rate of 5% of equipment cost per year, rate will be fixed for 5 years.</u> The comprehensive Maintenance contract shall include the equipment and all accessories supplied by the bidder as a part of this EOI . It is the responsibility of the bidder 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 bidder or not.</p> <p>a) The bidder should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). During CMC period, the Manufacturer’s Service Engineers will have to make 04(four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within 72 hours (3 days) from the date & time of lodging of complaint with the Service Centre through phone / fax/person/post/courier/e-mail. A service call shall be attended even on Sundays and Public Holidays. The complaint /message will be sent to the address given in this contract as well as in supply order.</p>

BRIHANMUMBAI MUNICIPAL CORPORATION OF GREATER MUMBAI

King Edward VII Memorial Hospital,

Parel, Mumbai 400012

	<p>b) If the breakdown is attended and rectified within 120 hours (5 days) at our sites, no penalty/ deduction will be made from the CMC bill.</p> <p>c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the Service Engineer at our site, deduction will be made @ double the prorata basis CMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days.</p> <p>If the problems are required to be rectified at Service Centre site / workshop / premises, additional 7 days period will be allowed i.e. total 10 days from the day of initial breakdown report. Normal CMC charges for additional 7 days period will be deducted from the bill of CMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct @ double the CMC charges/ day on prorata basis from the bills for delayed period.</p> <p>List of spare parts (applicable & required in case physical damage) / List consumables will be submit by supplier with cost freeze in advance for the warranty and CMC period. The successful supplier must ensured Technical support for all the required spares/consumablesand services are available during warranty and CMC period and also for next 2 years of contract period.</p>
<u>Payment condition:</u>	<p>1) 80% payment will be made within 30 days from the date of satisfactory supply of the equipment, submission of bills and submission of all required documents for execution of contract. Remarks regarding submission of all documents for execution of written contract from user department shall be obtained.</p> <p>2) The balance 20% payment will be released within 30 days after satisfactory installation , commissioning of the equipment. The Performance Certificate of equipment shall be issued by competent authority/ Concerned HOD of KEM hospital. Also user department shall obtain satisfactory inspection report from EE (MEC) and shall confirm that contract is executed before processing of the final bill from Dean, KEM Hospital.</p>

The supplier should be submit documents mention in chek list attached herewith.

If any doubts or any query about above mentioned work, you can contact Neonatology dept., of KEM Hospital, Parel, Mumbai - 400012.

Sd/-
HOD,
Dept of Neonatology
GSMC & KEMH

Sd/-
Dean
GSMC & KEMH

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

Sr No	PACKET A Description of Document	Sr No	PACKET B Description of Document
1	Annexure – 1 Particulars of the bidder	1	Annexure -5 Technical Offer
2	Annexure – 2 Form of undertaking of Mandatory Conditions	2	Annexure -7 consumables.
3	Annexure -3 Undertaking to be signed by the Bidder	3	Annexure -8 Comparison of EOI specification v/s equipment specification
4	Annexure -3A-Tri party agreement.	4	Annexure-10 Experience Certificate
5	Annexure-4 PRO-FORMA for uploading details of EMD, Annexure-3	5	Details of CE / US FDA policy. Copy of valid CE certificate with directives for medical devices issued by European Conformity notified body having European address and / or copy of valid US FDA approval as mentioned in general condition of technical specification as per attached CE / US FDA policy.
6	Annexure -9A/9B/9C Pro-forma for Authorization letter/Certificate.	6	Technical brochure of quoted model
7	Annexure-11-Authorization letter for attending EOI opening.		
8	Annexure -12 Instructions to the bidder and Articles of Agreement duly signed		
9	Annexure -13 Details of Litigation History		FOLDER 'C' - Description of Document
10	Annexure -14 Pact of Integrity	1	Commercial offer (for equipment , consumables & CMC) (unconditional)
11	Annexure -15 Internal Grievance Redressal Mechanism	2	Annexure-A - Irrevocable Undertaking Rs. 500 Stamp paper.
12	Signed copy of EOI Document (Schedule of Specifications, Mandatory Conditions)	3	Annexure-B – GST Details.
13	Firm/Company/ Sanstha Registration Certificates		
14	Partnership deed		
15	Solvency Certificate		
16	C.A.'s certificate for turn over of the bidder		
17	Pan Card with Photograph.(Only for Indian Bidder)		
18	GST registration Certificate. (Only for Indian Bidder)		
19	Import / Export license issued by competent authority		
20.	Valid Registration Certificate under EPF & M Act 1952		
21.	Valid Registration Certificate under ESIC Act 1948.		
22.	Power of Attorney to sign the EOI		

Full Signature of the bidder with Official Seal & Address

ANNEXURE -1

EOI No. _____

Particulars about the bidder- (Specimen copy)

(To be submitted in Packet 'A')

Date:-.....

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

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

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

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

7. Total annual turnover in the last Financial Year of bidder
8. Is the bidder's registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
 - a. If so, furnish photo state copy of Certificate of Registration.
 - b. In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
 - c. In case of Proprietorship / Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).
 - d. Ownership status of the Firm. (Maharashtra Govt./ Other state Govt./ Central Govt./ Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company).
9. Whether bidder is Indian/Foreign Manufacturer (State your category and upload document to this effect in 9 A formats.)

10. Whether bidder is the 100% Indian subsidiary of foreign manufacturer/ Subsidiary of principle Foreign Manufacturer registered in India / sister concern of Foreign manufacturer /Associate of Foreign manufacturer /joint venture of Foreign manufacturer/ affiliate of foreign manufacturer -all dully registered in India (State your category and upload document to this effect issued by Foreign Manufacturer in 9 B format)
11. Whether Bidder is Distributor /Dealer / Importer /Traders/agent of foreign manufacturer (State your category and upload document to this effect issued by Foreign Manufacturer in 9 C format)
12. Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.
13. Location of other manufacturing works / factories owned by the firm (if any)
14. a) Name of equipment manufacturer(Make)-
b) Model quoted for the said bidder:
c) Manufacturing place/Country of the equipment quoted for this EOI:
d) Place of supply from where the machine/equipment is to be supplied to BMC:
15. County of Origin
16. Port of Shipment.
17. Currency for the quoted equipment-
18. Bank Details:-
 - a.Bank details of Manufacturer.
 - b.Bank details of bidder as applicable.

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

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

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

Annexure -2
EOI No. _____
EOI Form
(To be submitted in PACKET A)

To,
The Dean KEM Hospital
Brihanmumbai Municipal Corporation

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 EOI
- 2) Instructions to Vendors participating in EOI Process
- 3) Flow of activities of EOI
- 4) Important Conditions and Instructions to Bidders
- 5) Items Descriptions
- 6) Scope of supply and Technical Specifications
- 7) Contract Agreement form (Proforma for Article of Agreement)
- 8) Annexures
- 9) Rate to be filled by bidder 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 EOI for execution of the supply referred to in the aforesaid documents, at the rate quoted for respective item in the commercial Packet C.

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

4. I / We also agree to keep this EOI open for acceptance for a period of **180 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Hospital .

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 submitted it along with the bid document.

7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit (Annexure-3) on the stamp paper of Rs.200/- (Rupees Two Hundred only) with regards to agreeing to the terms and conditions in corporate in the EOI documents and various declarations as per requirement of KEM Hospital and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

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

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

1.
2.
3.
4.

Full Names and Residential Address
of all the partners constituting

The firm:

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

A/c. No.....

Name of the Bank.....

Name of the Branch.....

Annexure – 3

EOI No. _____

Undertaking to be signed by the bidder
(To be submitted in PACKET A)

AFFIDAVIT

To
The Dean KEM Hospital
Brihanmumbai Municipal Corporation
Sir,

“I/ we

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

1. “I/We do hereby offer to.....referred to in the specifications and schedule to the accompanying form of Contract at the rates entered in the schedule of rates sent herewith and signed by me/us” (strike out the portions which are not applicable)
2. I/Wedo hereby state and declare that I/we, whose names are given herein below in detail with the addresses, have not filled in this EOI under any other name or under the name of any after establishment/ firm or otherwise, nor are we in any way related or concerned with the establishment/ firm or any other person, who have filled in the EOI for the aforesaid work.
3. I/Wehave filled in the accompanying EOI with full knowledge of liabilities and, therefore, we will not raise any objection or dispute in any manner relating to any action/ including forfeiture of deposit blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this EOI.
4. I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work / contract to me/us, that any information given by me /us in this EOI it false or incorrect. I/we shall compensate the Dean KEM Brihanmumbai Municipal Corporation for any such lapses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I /We further agree and undertake that I/We shall not claim in such case any amount by way of damage or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation.”
5. I/Wehereby confirm that I/We will be able to carry out and reply entered by me/us at the quoted rates as per specifications/ drawings indicated in the EOI after compliance of all the required formalities within the specified time.
6. I/We do hereby undertake that we have entered the best price for the subject reply as for the present market rates and that I/we have not entered less price for the subject reply in any other outside agencies including Govt./Semi Govt. agencies and within B.M.C. also in similar conditions.
7. I / We agree to comply with fulfill the requirements of all labour laws or other enactments applicable to this supply and abide them throughout the period of contract.
8. I / We agree to abide the regulations of the BMC premises now in force or which may come into force, during the currency of the contract. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC will not be required to

assign any reason while exercising this right and I/We shall abide by such decision being binding on us.

9. I / We shall not sublet the work to any agency without prior approval of the BMC.
10. I / We understand and accept that our EOI/contract is liable for rejection/termination and EMD paid by me/us shall be liable for forfeiture by the BMC if-
 - a) I / We fail to keep the EOI open as aforesaid,
 - b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
 - c) I / We do not commence the supply on or before the date specified by officer/engineer in his work order/indent.
 - d) I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.
11. I/We..... hereby further state and declare that I/We are
 - not declared insolvent any time in the past.
 - not debarred/ black listed by either B.M.C. / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of EOI notice.
 - not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.
12. I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the EOI which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in B.M.C. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as its finds fit.
13. The acceptance of this EOI by B.M.C. shall constitute a binding contract between me / us and B.M.C.
14. I/we further confirm that the information/document submitted by me regarding GST No. (If applicable) is true and correct as per record of GST Department and in the event if it is revealed subsequently after opening of EOI or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the EOIs for BMC for 10 years.
15. I/We, _____ who are proven and reputable manufacturer of _____ (Name & description of the goods offered in the EOI) having factories at _____, hereby certified that do hereby state that I/We have a full-fledged and well established service centre in Mumbai.
16. * I/We, _____ hereby declare that on our establishment there are less than 20 employees/ Labourers and as such it is not mandatory to register our firm under EPF & MP Act 1952.
17. *I/We -----hereby declare that we are using the energy for production purpose. However there are less than 10 employees / Labourers on our establishment.

OR

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

As such, the provisions of ESIC Act 1948 are not applicable to our firm and it is not

mandatory for us to register the firm under ESIC Act 1948.

(* Strike out if not applicable)

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

Or

I/ We hereby certify that M/s ----- (Name and Address bidder) who is 100% Indian subsidiary of foreign manufacturer duly registered in India / Subsidiary of principle Foreign Manufacturer duly registered in India / sister concern of Foreign manufacturer duly registered in India /Associate of Foreign manufacturer duly registered in India /joint venture of Foreign manufacturer duly registered in India / affiliate of Foreign manufacturer duly registered in India of _____ (Name and address of foreign manufacturer) are authorized to submit offer and commit, sign finalize and execute order on our behalf is responsible for sales promotions of our entire range of the products in India. I/We will be directly responsible for all the EOI related issues including quality and quantity of the supply. I/We shall supply equipment and raise the bill directly. I/ We certify for adequacy of technical expertise of the product offer by M/s ----- (Name and Address of the Indian subsidiary) and we will give back up support towards supply, spare parts, technical updates and services during warranty, Annual / Comprehensive Maintenance Contract as applicable.

Or

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

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

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

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

In case, if the explanation submitted by me/us is unsatisfactory then action as stated above including forfeiture of deposit & blacklisting may be taken against me/us.

I/we solemnly confirm the compliance of all the requirements/ Conditions of the EOI documents.

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

1. _____
2. _____
3. _____

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

OR

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

WITNESS:

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

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

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

Annexure – 3-A
EOI NO.

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

TRI PARTY AGREEMENT BETWEEN BMC, MANUFACTURER AND BIDDER

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

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

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

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

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

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

NOW THIS AGREEMENT WITNESSED & THE PARTIES AGREES AS FOLLOWS:

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

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

minimum 96% availability of the equipment in terms of working days.

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

8. **Scope Of Work:** The scope of work under this agreement for CMC/AMC will be as under:

- a) The CMC/AMC will be effective from the day after successful completion of warranty/ guarantee period. During CMC/AMC period, the Service Engineer will have to make 04 (four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within 72 hours (3 days) from the date & time of lodging of complaint with the supplier / principle through phone / fax/person/post/courier/e-mail. The complaint/message will be sent to the address given in this contract as well as in supply order.
- b) If the breakdown is attended and rectified within 120 hours (5 days) at our sits, no penalty/ deduction will be made from the CMC/AMC bill.
- c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the supplier at our site, deduction will be made @ double the prorata basis CMC/AMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days.
- d) If the problems are required to be rectified at Service Centre site/workshop/premises, additional 7 days period will be allowed i.e. total 10 days from the day of initial breakdown report. Normal CMC/AMC charges for additional 7 days period will be deducted from the bill of CMC/AMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct @ **double the CMC/AMC charges/ day on prorata basis from the bills for delayed period.**
- e) The CMC/AMC will be comprehensive and it will include supply, fitment, Maintenance, repair of the equipment, its parts. Arrangement of spares will be the sole responsibility of the Principle Manufacturer and / or its Distributor /Dealer / Importer /Traders/agent (in case of imported item) for which no extra charges will be paid to the party by BMC as it has already been incorporated in CMC/AMC charges.
- f) In the event of failure of the Dealer/Indian distributor/importer/Trader/agent to execute the CMC/AMC as per agreed EOI terms and conditions, the entire responsibility to execute the CMC/AMC will be on the Principle Manufacturer/OEM at the quoted cost only.
- g) In case the Principle Manufacturer changes the Distributor /Dealer / Importer /Traders/agent, it will be the sole responsibility of the Principle Manufacturer/OEM to communicate the same immediately to BMC management to get the CMC/AMC executed uninterrupted through their reappointed/nominated Distributor /Dealer / Importer /Traders/agent to ensure that there is no discontinuation of the CMC/AMC due to change/re-appointment of Distributor /Dealer / Importer /Traders/agent etc. DEAN OR DMC, CPD or authorized representative will represent BMC for agreement and its further renewals. Performance Bank Guarantee which will remain valid up to the end of 08 year which will be the responsibility of the Principle Company.
- h) The responsibility of supply, installation, testing and commissioning of medical equipments along with 3 years warranty and 5 years Comprehensive Maintenance Contract / Annual Maintenance Contract (As applicable) shall be of Manufacturer and Distributor /Dealer / Importer /Traders/agent **JOINTLY AS WELL AS SEVERALLY.**
- i) No advance payment will be made to the supplier on a/c of CMC/AMC rather; the payment of AMC/CMC of the medical equipments shall be made on six monthly basis subject to satisfactory completion of maintenance and servicing activities. In case of no Breakdown, failure in providing Quarterly Preventive Maintenance service will lead to nonpayment of proportionate CMC/AMC charges for that six months payment.
- j) This is a firm & fixed price agreement for CMC/AMC till CMC/AMC period. No taxes, duties etc, shall be reimbursed by the PURCHASER separately on this account and no variation/escalation shall be applicable during agreement period.

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

k) I/We..... (Manufacturer) and
 I/We..... (Distributor /Dealer / Importer
 /Traders/agent) hereby further state and declare that I/We are

- not declared insolvent any time in the past.
- not debarred/ black listed by either B.M.C. / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of EOI notice.
- not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.

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

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

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

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

SIGNED, SEALED & DELIVERED

By the said Supplier (2nd party)
 For M/s.

Signature _____
 Name:-
 Designation :
 Address:

By the said (1st party)
 For BMC
 Dean / DMC, CPD

Signature _____
 Name:
 Designation:
 Address:

By the said (3rd party)
 For MANUFACTURER/OEM

IN THE PRESENCE OF (WITNESS)

Signature
 Name:
 Address:

Signature
 Name:
 Address:

ANNEXURE -4

EOI NO. _____

PRO-FORMA for Submitting details of EMD and Annexure-3
(To be submit in PACKET A)

1	Name of Bidder			
2	Name of Supply			
3	Department	Neonatology dept.KEM Hospital		
4	EOI No. & Date Due Date			
5		Details	E.M.D.	Annexure-3 (Affidavit)
	a	Amount Rs.		
	b	D D details .		
	c	Date		
	d	Bank Details:-		
6	Is original Submitted?	Annexure-3		

Full Signature of the bidder
with Official Seal & Address

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

ANNEXURE -5

EOI No. - _____
(Technical Offer)
(To be upload in Packet 'B')

<u>Item No.</u>	<u>Description of the Items</u>	<u>Quantity</u>
<u>Item "A"</u>	Supply, Installation, Testing and commissioning of Flurometry Device along with standard accessories with 3 years warranty period as per EOI specifications.	
<u>A-1</u>	<u>Import Supply</u>	1
<u>Make</u>		
<u>Model</u>		
<u>A-2</u>	<u>Local Supply</u>	1
<u>Make</u>		
<u>Model</u>		
Scope of Supply		
Item 'B'	CMC for 5 years	
	Bidder shall carry out CMC for 5 years after the completion of warranty period of 3 years at the rate of 5 % of each equipment cost only. CMC rates will be fixed for 5 years	

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

Full signature of the Bidder
With Official Seal and Address

ANNEXURE -7

EOI No. _____

(List Of Consumables)
(To be submitted in Packet 'B')

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

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

Full Signature of the bidder with
Official Seal & Address

ANNEXURE -08
EOI No. _____

(To be submitted in Packet B)

COMPARISION OF EOI SPECIFICATION V/S EQUIPMENT SPECIFICATION
Bidder should submit information in the following proforma

<u>Sr No</u>	<u>Technical particulars/Description as per EOI.</u>	<u>Technical particulars/Description of offered Equipment/Model(To be Filled by Bidder)</u>	<u>Catalogue /Brochure/Document Reference No.(Page no./Item no.) (To be Filled by Bidder)</u>
<u>Specifications for Fluometry Device :-</u>			
<u>i)</u>	<u>Name of Equipment</u>		
<u>ii)</u>	<u>Name of manufacturer</u>		
<u>iii)</u>	<u>Model of Equipment</u>		
<u>iv)</u>	<u>Technical Specifications:-</u>		
1.			
2.			
3.			

I/We have gone through all the details EOI 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 bidder with
Official Seal & Address

ANNEXURE -9A
EOI No. _____

PRO-FORMA FOR MANUFACTURER'S LETTER
(If EOI is submitted by Indian or foreign manufacturer)
(To be submitted in PACKET A)

To,
Dean KEM hospital,
M.C.G.M. Mumbai.

Sir,

Reference: - Your EOI Document No. _____ dated _____.

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

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

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

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

Yours faithfully

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

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

ANNEXURE -9B

EOI No. _____

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

(To be submitted in PACKET A)

To,
Dean KEM,
M.C.G.M. Mumbai.

Sir,

Reference: - Your EOI Document No. _____ dated _____.

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

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

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

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

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

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

Yours faithfully

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

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

ANNEXURE -9C

EOI No. _____

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

(To be submitted in PACKET A)

To,
Dean KEM ,
M.C.G.M. Mumbai.

Sir,

Reference: - Your EOI Document No. _____ dated _____.

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

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

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

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

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

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

Yours faithfully

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

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

PROFORMA FOR Statement of experience Certificate

(For the period of last five years)

EOI no. _____

Annexure 10

EOI Reference No. : _____

Date of Opening : _____

Time : _____

Name & Address of the Bidder: _____

Name & Address of manufacturer: _____

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

Signature & seal of the Bidder

Note : Experience Certificate should be in a name of the bidder or manufacturer.
Bidder/Manufacturer shall provide certified copies of the Executed purchase orders along with completion certificates in support and performance certificates of the experience.
Specify how much quantity of products were supplied to the State Government / Central Government or their undertaking / Semi Government Bodies / Local Bodies/ Large Corporate hospitals - more than 200 beds as shown below. (Use separate sheet, if necessary)

ANNEXURE -11

EOI no. _____

AUTHORISATION LETTER FOR ATTENDING EOI OPENING

To,
Dean KEM Hospital
The Municipal Commissioner,
M.C.G.M.

Subject: EOI No. _____
due on

Sir,
Mr..... has been authorized to be present at the time of opening of above EOI due on
_____ on my/our behalf.

Yours faithfully,
Signature and seal of the bidder

Specimen Signature of representative

Note:- Photo ID of Representative is compulsory

Annexure – 12

EOI no. _____

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

Quotation / EOI due on _____

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

Contract for Supply / work of : _____

Case No. _____ of _____

During the period from _____ to _____

THIS AGREEMENT MADE ON THIS _____ Day of _____

Two Thousand _____ Between _____

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

_____ in Mumbai under the style and name of Messer’s _____ for and on behalf of himself / themselves, his / their heirs, executors, administrators and assigns (Hereinafter called ‘ the Contractor/s’) of the FIRST PART and Shri/Smt. _____ the Dean (KEM Hospital) in which

expressions are included unless such inclusion is inconsistent with the context or meaning therefore include Dean (KEM Hospital) and any officers of Municipal Corporation of Greater Mumbai authorized by the Dean (KEM Hospital) and shall also include their successors & assign / assignee for the time being holding office, of the SECOND PART and the Municipal Corporation of Greater Mumbai (Hereinafter called ‘ the Corporation’) of the THIRD PART.

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

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

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

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

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

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

1. Contract Period

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

2. Contract deposit:

Successful bidder shall have to pay a contract deposit @ 5% of the total contract cost in the form of Bankers’ Guarantee from the Bankers approved by the Municipal Corporation of Greater Mumbai &

same will be retain upto completion of AMC/CMC period.

3. Supply to be made according to the Order

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

3(a).Failure to execute Orders

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

3(b).Period

Unless otherwise stated elsewhere in this Contract, Equipment shall be delivered by the Contractor/s within stipulated period from the date of receipt of Order / Opening of Letter of Credit by the Corporation.

4. Place of Delivery

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

5. Quality

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

6. Penalty for Inferior Supply

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

7. Risk & Cost Purchase

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

he may think fit by which the delivery of the said article and or execution of the said work shall be completed.

8. **Submission of Bill**

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

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

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

10. **Breach of Contract**

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

11. **Dissolution of the Contract**

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

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

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

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

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

14. **The Commissioner not compellable to defend or answer any suit relating to any certificate or**

award made by him.

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

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

The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Contractor/s under these present and or also on and over the deposit or security, amount or amounts made under this contract and which may become repayable to the Contractor/s made the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the Contractor/s either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature whatsoever between the Corporation and the Contractor/s and also for or in respect of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Contractor/s either alone or jointly with another and others under the provision of the Mumbai Municipal Corporation Act, or any other Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum or tax due by the Contractor/s from the moneys, security or deposit which may become payable or returnable to the Contractor/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Contractor/s in his/ their capacity as a trustee/s either alone or jointly with others. The provisions of this conditions shall also apply and extended to the Banker's Guarantee if any given by the Contractor/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.

16. **Termination of the Contract**

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

17. **Return of the Contract**

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

18. **Banker's Guarantee**

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

19. **Partnership**

Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these present shall if signed in the partnership name by any one of the Contractor/s be of a good and sufficient discharge to the Commissioner and Corporation in

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

20. **Charges**

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

21. **Singular – Plural**

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

22. **Meaning**

The Word 'The Municipal Commissioner' or 'Commissioner' wherever they occur in this EOI or in the Contract shall be construed to mean 'Additional Municipal Commissioner'.

23. **Acknowledgement**

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

24. **Penalty**

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

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

OR

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

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

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

Distributor /Dealer / Importer /Traders/agent during the guarantee / warranty period shall bear all the taxes, custom duties, levies, to & fro cost of transportation etc. of the Machinery / Equipment while the same is taken away from India and returned to India (i. e. Municipal Hospital) duly repaired by the Manufacturer. During the entire period of guarantee the Bidder 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 Bidder and includes the labour charges, transport charges and etc. shall also be borne by the Bidder. The bidder should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). If this is not done, a penalty @ 1% per day of Contract Cost of equipment will be imposed on the bidder and same will be recovered from Contract Deposit or payment due if any.

26. **Maintenance contract:**

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

- a) The bidder 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 sits, 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 submitted while submission of EOI.

OR

ii. Service and comprehensive maintenance contract:

The successful bidder shall have to enter into comprehensive Maintenance contract for at least five years after the completion of guarantee period of 36 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 bidder as a part of this EOI. It is the responsibility of the bidder 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 bidder or not.

- a) The bidder 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 sits, no penalty/ deduction will be made from the CMC bill.
- c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the Service Engineer at our site, deduction will be made @ double the prorata basis CMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days.

d) If the problems are required to be rectified at Service Centre site / workshop / premises, additional 7 days period will be allowed i.e. total 10 days from the day of initial breakdown report. Normal CMC charges for additional 7 days period will be deducted from the bill of CMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct @ **double the CMC charges/ day on prorata basis from the bills for delayed period.**

27. Scope of the Contract

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

28. Operation of the Contract Clauses

The D.M.C.(C.P.D.) / Dean/ Ch.M.S./E.H.O.or his / her successor/s for the time being holding the office of the D.M.C.(C.P.D.) / Dean/ Ch.M.S./E.H.O. shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various clauses of the said contract. All such notices signed by the Dean/ Ch.M.S./E.H.O.shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner.

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

SIGNED, SEALED AND DELIVERED

By _____

Of _____

In the presence of

1) _____

2) _____

CONTRACTOR

SIGNED, SEALED AND DELIVERED

By _____

Dean (KEM Hospital) in the presence of

1) _____

2) _____

Dean (KEM Hospital)

The Common Seal of the Municipal Corporation of Greater Mumbai was

Affixed on this _____ day of _____

S E A L

Two Thousand _____ in the presence of

1) _____

2) _____

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

Witness _____

Municipal Secretary _____

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

Annexure-“A”

Irrevocable Undertaking

(On Rs.500/- Stamp Paper)

I Shri/Smt aged..... years Indian Inhabitant.

Proprietor/Partner/Director of M/s..... resident at

..... do hereby give Irrevocable undertaking as under;

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

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

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

