BRIHANMUMBAI MUNICIPAL CORPORATION
CENTRAL PURCHASE DEPARTMENT
566, N. M. JOSHI MARG, BYCULLA (WEST), MUMBAI – 400 011

TENDER DOCUMENT FOR

"Supply, installation, testing and commissioning of Video Bronchoscopy (Adult and pediatric) System with standard accessories with 3 years warranty and 7 years CMC for G.T.B. Hospital."

Website :https://gem.gov.in

Office of

Dy. Ch. E. (M&E) C.P.D.,
566, N.M.Joshi Marg,
Byculla (West), Mumbai – 400 011

Prepared by	Checked by	Verified by	Approved by
SE(CPD)	**AE (CPD)**	**EE (M&E) CPD**	**Dy.Ch.Eng.(M&E)CPD**

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SECTION 1 : E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION
CENTRAL PURCHASE DEPARTMENT
566, N. M. JOSHI MARG, BYCULLA (WEST) MUMBAI - 400 011.

e- PROCUREMENT TENDER NOTICE

No. Dy. Ch. Eng./CPD/ 23 /TDR/AE-06 of 2026-27 Dated 01.10.2026
GeM ID : GEM/2026/B/8080282

The Commissioner of Brihanmumbai Municipal Corporation invites the following online tender. The tender copy can be downloaded from BMC's portal (http://www.mcgm.gov.in) under "Tenders" section. However, the bid will be invited through Government e-Marketplace portal(https://gem.gov.in) only.

Bidders who wish to participate in the Bidding process must register on the website https://gem.gov.in.Bidders, whose registration is valid, may please ignore this step. At the time enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his username and password to his Mail Id.

For registration, user manual, interested Bidders should follow the respective links provided in Government e-Marketplace portal (https://gem.gov.in/training/training_module)

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

The Technical Packet and Financial packet shall be submitted online up to the end date & time mentioned below.

Sr. No	Description	Tender Fee (₹)	EMD (₹)	Bid submission start date and Time	Bid submission End Date and Time
1.	Supply, Installation, Testing and Commissioning of **Video Bronchoscopy (Adult and pediatric) system (1 No.)** with Standard Accessories with 3 years warranty and 7 years CMC for G.T.B. hospital.	₹15,972/- + ₹2875.00 (18% GST) = ₹18,847.00	Rs.55,300/-	01.10.2026	22.10.2026

The pre-bid meeting will be held on **09.10.2026 at 3:00 pm**, venue of the same is at Conference Hall near A.M.C.'s office, 2nd floor, Municipal Head Office Annex Building, Municipal Sabhagruh Marg, Mumbai-400 001. The prospective tenderer(s) should submit their suggestions/observations, if any, inwriting minimum 2 days before Pre-bid meeting. Only suggestions/observations received inwriting will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions.
Authorized representatives should have authorization letter to attend the pre-bid meeting.

The Tender document is available on BMC portal (https://portal.mcgm.gov.in) along with this Tender notice. However, the bid will be invited through GeM Portal only(https://gem.gov.in).

Payment of Tender Fee:-

Tenderer shall have to pay Tender fee of Rs. 18,847/-

[A] For General Bidder:-
It shall be mandatory for prospective bidders shall have to pay Tender Fee in the form of Demand Draft to upload the scan copy of the Demand Draft in Technical Packet envelope. Demand Draft shall be address to "Brihanmumbai Municipal Corporation". Also Prospective bidders must be submitted original Demand Drafts physically in a sealed cover at Office of Dy. Ch. E.(M&E)CPD 566, N. M. Joshi Marg, Byculla (West), Mumbai – 400 011 after the due date of submission and before opening date of Technical Packet. **Bidder shall note that Tender fees shall not be refundable. Bidder who failing to pay Tender Fee will be treated as non- responsive.**

[B] For Government Boards/Corporation/ Undertakings and MSME Registered Bidder
Government Boards/Corporation/ Undertakings and the Micro and small manufacturers/ suppliers registered under MSMED Act-2006 are exempted from the tender fee.
Note:-

1) The Micro and small manufacturers/ suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises shall also have to pay the full tender fee amount offline, failing to pay full tender Fee amount is liable for rejection of tender.
2) The Micro and Small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid registration certificate in tender shall also have to pay the full Tender Fee amount offline, failing to pay full tender fee amount is liable for rejection of tender.
3) The Micro and Small suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid authorization letter from the manufacture in tender shall also have to pay the full Tender Fee amount offline, failing to pay full tender fee amount is liable for rejection of tender.

Payment of E.M.D.(Earnest money deposit):- Tenderer shall have to pay EMD of Rs.55,300/-

[A] For General Bidder:-
It shall be mandatory for prospective bidders shall have to pay Earnest Money Deposit (EMD) in the form of Demand Draft to upload the scan copy of the Demand Draft in Technical Packet envelope. Demand Draft shall be address to "Brihanmumbai Municipal Corporation". Also Prospective bidders must be submitted original Demand Drafts physically in a sealed cover at Office of Dy.Ch. E.(M&E)CPD 566, N. M.

Joshi Marg, Byculla (West), Mumbai – 400 011 after the due date of submission and before opening date of Technical Packet. **Bidder who failing to pay Earnest Money Deposit (EMD) will be treated as non-responsive.**

[B] For Government Boards/ Corporation /Undertakings and MSME Registered Bidder:-
Government Boards/Corporation /Undertakings and the Micro and small manufacturers/ suppliers registered under MSMED Act-2006 are exempted from the payment of Earnest money Deposit.
Note:-

1) The Micro and Small manufacturers/ suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises shall also have to pay the full EMD amount offline, Failing to pay offline EMD amount is liable for rejection of tender.
2) The Micro and Small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises but fails to produce/upload valid registration certificate in tender shall also have to pay the full EMD amount offline, failing to pay full EMD amount is liable for rejection of tender.
3) The micro and small suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid authorization letter from the manufacture in tender shall also have to pay the full EMD amount offline, failing to pay full EMD amount is liable for rejection of tender.

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

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

Bidders shall note that any corrigendum issued regarding this tender notice/tender will be published on the BMC portal and Government e-Marketplace portal only. No corrigendum will be published in the local newspapers.

****Instructions to bidder- All bidders must refer to the Buyers RFP / BMC's Tender Document attached with the bid. In case of any inconsistency/discrepancy between the GeM General terms and conditions and the terms mentioned in the Buyers RFP / BMC's Tender Document, the general terms, Special terms and all other provisions contained in the buyers RFP/ BMC's Tender Document shall prevail. ****

By Order of the
Municipal commissioner
Brihanmumbai Municipal Corporation
Sd/-
Dy. Chief Engineer (C.P.D.)

Address for Communication and Venue for opening of bid :
Office of Dy.Ch. E.(C.P.D.)
566, N. M. JOSHI MARG, BYCULLA (W),
MUMBAI – 400 011.
Tel. No. 022-23083161 extn 207
e-mail:-ae05.cpd@mcgm.gov.in
For detailed tender document please scroll down

SECTION 2: HEADER DATA	
E-Tender No.	Dy.Ch.E./CPD/ 23 /TDR/AE-06 of 2026-27
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Supply, Installation, Testing and Commissioning of **Video Bronchoscopy (Adult and pediatric) system (1 No.)** with Standard Accessories with 3 years warranty and 7 years CMC for G.T.B. hospital.
Contract period	10 Years [3 years warranty + 7 Years CMC]
Tender fee of E-Tender	Rs.15,972/-+ Rs.2875 (GST 18%)= Rs.18,847/- (Pay offline requisite tender fee)
Earnest Money Deposit	**Rs.55,300/-**
Bid Publishing date	**01.10.2026**
Pre Bid Meeting	**09.10.2026 up to 15.00 Hrs** Venue- Conference Hall near A.M.C.'s office, 2nd floor, Municipal Head Office Annex Building, Municipal Sabhagruha Marg, Mumbai-400 001.
Start Date and Time of Bid submission	As mentioned in https://gem.gov.in
End date & time of Bid submission	
Opening of TechnicalPacket	
Opening of Commercial/ Financial Packet	
Address for Communication	Office of: Dy. Ch. E.(M&E)CPD 566, N. M. Joshi Marg, Byculla (West), Mumbai – 400 011. Tel. No. 022-23083161 Ext 217/218
Venue for opening of bid	Same as above

This tender document is not transferable

SECTION 3: PREAMBLE
The Brihanmumbai Municipal Corporation invites Tenders from the manufacturer (Indian or Foreign) Or 100% Indian subsidiary of foreign manufacturer duly registered in India / Subsidiary of principle Foreign Manufacturer duly registered in India / sister concern of Foreign manufacturer duly registered in India /Associate of Foreign manufacturer duly registered in India /joint venture of Foreign manufacturer duly registered in India / affiliate of Foreign manufacturer duly registered in India Or Distributor /Dealer / Importer /Traders/agent appointed directly by foreign manufacturer for the supply, installation, testing and commissioning of **Video Bronchoscopy (Adult and pediatric) system (1 No.)** with Standard Accessories with 3 years warranty and 7 years CMC for G.T.B. hospital as per the specification attached separately with this document and as per the terms and conditions as mentioned herein and as per the provisions of the M.M.C. Act, 1888 as amended till date.

SECTION 4 : INSTRUCTIONS TO VENDORS PARTICIPATING IN E-TENDERING FOR THE SUPPLY OF MEDICAL EQUIPMENT AND PLANTS AND MACHINERY TO BMC	
1.	The e-Tendering process of BMC is enabled through Government e-Marketplace portal(https://gem.gov.in). However, tender document can be downloaded from BMC's portal website under "Tenders" section or from Government e-Marketplace portal(https://gem.gov.in)
2.	Bidder should do Online Enrolment in this Portal using the option https://gem.gov.in/ For registration, user manual, interested Bidders should follow the respective links provided in Government e-Marketplace portal (https://gem.gov.in/training/training_module)
3.	After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
4.	The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
5.	If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
6.	Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats. If there is more than one document, they can be clubbed together.
7.	It shall be mandatory for prospective bidders shall have to pay Earnest Money Deposit (EMD) in the form of Demand Draft & upload the scan copy of the Demand Draft in Technical Packet envelope. Demand Draft shall be address to "Brihanmumbai Municipal Corporation". Also Prospective bidders must be submitted original Demand Drafts physically in a sealed cover at Office of Dy. Ch. E.(M&E) CPD 566, N. M. Joshi Marg, Byculla (West), Mumbai – 400 011 after the due date of submission and before opening date of Technical Packet. **Bidder who failing to pay Earnest Money Deposit (EMD) will be treated as non- responsive.**
8.	It shall be mandatory for prospective bidders shall have to pay Tender Fee in the form of Demand Draft & upload the scan copy of the Demand Draft in Technical Packet envelope. Demand Draft shall be address to "Brihanmumbai Municipal Corporation". Also Prospective bidders must be submitted original Demand Drafts physically in a sealed cover at Office of Dy. Ch.E.(M&E) CPD 566, N.M. Joshi Marg, Byculla (West), Mumbai – 400 011 after the due date of submission and before opening date of Technical Packet. **Bidder shall note that Tender fee is not refundable. Bidder who failing to pay Tender Fee will be treated as non- responsive.**
9.	The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
10.	The bidder shall submit the bid documents online mode only, through Government e-Market Place Portal (https://gem.gov.in). Offline documents will not be handled through this system.
11.	Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
12.	It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malwares etc. by installing appropriate anti-virus software and regularly updating the same with virus free signatures etc. Vendors should scan all the documents before uploading the same. If the documents could not be opened, due to virus, during

	tender opening, the bid is liable to be rejected.
13.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Government e-Marketplace portal (https://gem.gov.in).
14.	All interested vendors are required to be registered with BMC. Vendors not registered with BMC before can apply on-line by clicking the link 'Vendor Registration' under the 'e-Procurement' section of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their vendor registration.
15.	Manual offers sent by post/Fax or in person will not be accepted against e-tenders even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as **invalid offers** and shall be rejected summarily without any consideration.
16.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of technical bid, need to be uploaded in the packets provided for this purpose and commercial bid need to be filled online.
17.	Uploading/ submission of a bid on the GeM portal shall be deemed to mean or to constitute acceptance of the terms, conditions, and instructions contained in the tender document, as well as confirmation of the bid submitted by the seller, including acceptance of any special directions, terms, or conditions incorporated therein.
18.	For any help, in the e-Tendering process, can be availed by dialling help-desk number or Email support provided under contact us on Home Page of Government e-Marketplace portal (https://gem.gov.in).
19.	**All bidders must refer to the Buyers RFP/BMC's tender Document attached with the bid. In case of any inconsistency/discrepancy between the GeM General terms and conditions and the terms mentioned in the Buyers RFP/ BMC's tender Document, the general terms, Special terms and all other provisions contained in the buyers RFP/ BMC's tender Document shall prevail**

SPECIAL NOTE:

TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in https://gem.gov.in/training/training_moduleBidders who wish to participate in the Bidding process must register on the website https://gem.gov.in. Bidders, whose registration is valid, may please ignore this step. At the time enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his username and password to his Mail Id.

5: FLOW OF ACTIVITIES OF TENDER	
1.	Publishing of tender notice along with tender documents on BMC Portal & Government e-Marketplace portal.
2.	Download the tender documents from the Tender section of Government e-Marketplace portal.
3	Bidders shall note that any corrigendum issued regarding this tender notice/tender will be published on the BMC portal and Government e-Marketplace portal only. No corrigendum will be published in the local newspapers.
4.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Government e-Marketplace portal.
5.	All the information documents are published under the 'e-Procurement' section of BMC Portal.
6.	Tenderer has to go through the tender document and if confident to have required qualification/experience and fulfil the tender condition and willing to participate in the tender, then download the tender documents from the Government e-Marketplace Portal and pay offline requisite tender fee.
7.	It shall be mandatory for prospective bidders shall have to pay Earnest Money Deposit (EMD) in the form of Demand Draft & upload the scan copy of the Demand Draft in Technical Packet envelope. Demand Draft shall be address to "Brihanmumbai **Municipal Corporation**". Also Prospective bidders must be submitted original Demand Drafts physically in a sealed cover at Office of Dy.Ch. E.(M&E) CPD 566, N.M. Joshi Marg, Byculla (West), Mumbai – 400 011 after the due date of submission and before opening date of Technical Packet. **Bidder who failing to payment of Earnest Money Deposit (EMD)will be treated as non- responsive.**
8.	It shall be mandatory for prospective bidders shall have to pay Tender Fee in the form of Demand Draft & upload the scan copy of the Demand Draft in Technical Packet envelope. Demand Draft shall be address to "Brihanmumbai **Municipal Corporation**". Also Prospective bidders must be submitted original Demand Drafts physically in a sealed cover at Office of Dy.Ch. E.(M&E) CPD 566, N.M. Joshi Marg, Byculla (West), Mumbai – 400 011 after the due date of submission and before opening date of Technical Packet. **Bidder shall note that Tender fee is not refundable. Bidder who failing to payment of Tender Fee will be treated as non-responsive.**
9.	Simultaneous, on-line submission, of tender documents with details as specified in the tender & pro-forma in Annexure shall be done by bidder as per section No.4 of this tender document.
11.	'Technical Packet' will be opened online on the due date and due time as stated in tender details on Government e-Marketplace portal.
12.	'Commercial/ Financial Packet' of only those bidders who are found to be responsive in the evaluation of Technical Packet offers, as decided in tender committee meeting will be opened online. After finalized L1 bidder, it is necessary to give demonstration of quoted model by L1 bidder. **After finalizing L1 bidder on GeM portal, further process will be carried out as per MMC act 1888.**
13.	Recommendations to higher authorities and Standing Committee for sanction to award the contract, as decided in tender committee meeting.
14.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
15.	Payment of Contract Deposit, Legal & stationary Charges within period of thirty days from the date of issue of Acceptance Letter to successful bidder for execution of written contract with payment of requisite stamp duty.
16.	Supply of materials described in the specifications and as per terms & conditions.

SECTION 6: INSTRUCTIONS TO TENDERERS		
Before filling in the tender, tenderers are requested to go through the "General Instructions to Tenderers", the "Mandatory conditions", all "Annexures" and the "Articles of Agreement" very carefully, wherein the tender conditions and contract conditions are clearly mentioned.		
1.	**<u>Eligibility Criteria:</u>**	
	A)	Who can quote : (a) Only direct manufacturer (Indian or foreigner) **or** B.100% Indian subsidiary of foreign manufacturer / subsidiary of Principle foreign manufacturer / sister concern of Foreign manufacturer /Associate of Foreign manufacturer / joint venture of Foreign manufacturer/ affiliate of Foreign manufacturer **(all duly registered in India)** would be allowed to participate in the tender or C. only foreign manufacturer will be allowed to appoint his distributor if he wishes to do so for complying with the order as per tender conditions and supply the equipment. Foreign manufacturer **and /or** the 100% Indian subsidiary of foreign manufacturer /subsidiary of Principle foreign manufacturer /sister concern of Foreign manufacturer /Associate of Foreign manufacturer /joint venture of Foreign manufacturer/ affiliate of Foreign manufacturer (all duly registered in India) would be directly responsible for all the tender related issues including quality and quantity of supply of equipment. Foreign manufacturer **and /or** the 100% Indian subsidiary of foreign manufacturer /subsidiary of Principle foreign manufacturer /sister concern of Foreign manufacturer /Associate of Foreign manufacturer /joint venture of Foreign manufacturer/ affiliate of Foreign manufacturer (all duly registered in India) shall supply equipment and raise the bill directly. If the foreign Manufacturer came forward for specific tender and specific medical equipment and requested to allow their Distributor /Dealer / Importer /Traders/agent to submit tender on their behalf, Distributor /Dealer / Importer /Traders/agent will be allowed to participate in the tendering process subject to, 1. Manufacturer shall issue the certificate stating the date from which said distributor is their Distributor /Dealer / Importer /Traders/agent for the assigned tender till completion of contact period. 2. Manufacturer along with Distributor /Dealer / Importer /Traders/agent has to enter in to "Tri-Party Agreement" (As per Annexure - 3-A) with Brihanmumbai Municipal

		Corporation. 3. The responsibility of supply, installation, testing and commissioning of medical equipment along with 3 years warranty and 7 years Comprehensive Maintenance Contract / Annual Maintenance Contract (As applicable) 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) **Note :**100% Indian subsidiary of foreign manufacturer / subsidiary of Principle foreign manufacturer /sister concern of Foreign manufacturer /Associate of Foreign manufacturer /joint venture of Foreign manufacturer/ affiliate of Foreign manufacturer (all duly registered in India) are not allowed to appoint any distributor / Dealer / Importer/Trader/Agent to participate in tender on behalf of them.
	B)	**Turnover :** The average annual turnover of the bidder during preceding three financial years shall be minimum **Rs.19,35,000 /-** Evidence in the form of certificate issued by Auditor of firm/ Chartered Accountant shall be uploaded during the submission of the tender (TECHNICAL PACKET).
	C)	**Experience :** The bidder/manufacturer shall have adequate experience of successful supply, installation, commissioning & repairs & maintenance of **Video Bronchoscopy (Adult and pediatric) System** along with Standard Accessories during last five years from due date of the tender. Experience Certificate shall be uploaded during the submission of the tender (Annexure –10) Bidder/Manufacturer shall provide certified copies of the executed purchase orders along with completion certificates in support of the experience as provided in this clause without disclosing the rates. The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender documents is downloaded. Authorization letter of authorized representative shall be uploaded Technical Packet.
	D)	**Details of Litigation history.** **The Bidder shall disclose the litigation history in Annexure-13 to be submitted in Technical Packet.** Tenderers are requested to go through Annexure no.13 i.e. Clause of litigation

		history and do needful. Litigation History must cover – Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt. Central Govt. or any authority under state or central Govt. / Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of Tender. Tenderer must disclose the litigation history for last 5 years from the date of submission of Tender about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm directors, partners or authorized signatory for carrying out any work/ supply of medical devices for BMC by any authority of BMC and the orders passed by the competent authority or by any court where BMC is a party. While taking decision on litigation history, the concerned DMC or Director, as may be the case, should consider the details submitted by Tenderer and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm directors, partners or authorized signatory on the BMC works which can spoil the quality output and delivery of healthcare services or any work execution and within the timeframe. If there is no litigation history, the Tenderer shall specifically mention that there is no litigation history against him as per the clause of litigation history. Litigation History is applicable to the quoted products / product quality and supply related litigation & then depending upon the gravity of matter the decision will be taken accordingly. The Tenderer are not allowed to quote for the product(s) for which the Firm found guilty of malpractice, misconduct, or blacklisted / debarred either by any Department of Govt. of Maharashtra or by any local authority or Semi Government bodies and other State Government / Central Government's organization as on the date of submission of bid.	
	E.	All tenderer must disclose the names of their partners, if any in the particular contract.	
		i.	Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor /partner closely related to each other such as husband/wife, father/mother and son/daughter and brother /sister shall not tender separately under different

			names for the same contract.
		ii.	If it is found that firms as described in clause E-i have tendered separately under different names for the same contract, all such tender (s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition such firms/establishment shall be liable, at the discretion of the Municipal Commissioner for further penal action including blacklisting.
		iii.	If it is found that closely related persons as in clause E-i have submitted separate tenders/quotations under different names firms /establishment but with common address for such establishment/firms and /or in such establishment/firms though they have different addresses, are managed or governed by the same person / persons jointly or severally, such tenderers Shall be liable for action as in clause No 1-E(i) including similar action against the firms/ establishments concerned.
		iv.	Any tenderer failing to disclose information as indicated in E-i to iii, shall render him liable to have his EMD forfeited and the contract, if entered into, and cancelled at any time during its currency. Further it shall invite penal action including blacklisting against the Tenderer as well as related firm/establishments
2.	**<u>Amendment to tender documents: -</u>** Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish it on the portal of BMC only. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum / corrigendum / clarification and upload it in Technical Packet.		
3.	The tenderers are advised to physically apprise themselves with installation Conditions and working areas if required. They are advised to get sufficient acquaintance with the actual nature of installation if required, prevalent conditions and facilities available.		
4.	This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.		
5.	The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be		

	incorrect and against the instructions and directions given in this behalf in this tender. In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall agrees and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation." Affidavit shall be uploaded in this respect as per annexure –3.
6.	Bidder / his principle manufacturer shall not have been debarred/ black listed by BMC / Central Govt. / State Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of BMC / if it is brought to the notice of BMC during the currency of this contract, that any disciplinary/penal action is taken against the bidder / principle manufacturer due to violation of terms and conditions of the tender allotted to Bidder / his principle manufacturer which amounts to cheating /depicting of malafide intention anywhere in BMC 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 it finds fit.
7.	**<u>Tender Fee-</u>** **Tenderer shall have to pay Tender fee of Rs.18,847/-.** **[A] For General Bidder:-** It shall be mandatory for prospective bidders shall have to pay Tender Fee in the form of Demand Draft & upload the scan copy of the Demand Draft in Technical Packet envelope. Demand Draft shall be address to "**Brihanmumbai Municipal Corporation**". Also Prospective bidders must be submitted original Demand Drafts physically in a sealed cover at Office of Dy.Ch.E.(M&E)CPD 566, N. M. Joshi Marg, Byculla (West), Mumbai – 400 011 after the due date of submission and before opening date of Technical Packet. **Bidder shall note that Tender fee is not refundable. Bidder who failing to pay full Tender Fee will be treated as non-responsive.** **[B] For MSME Registered Bidder:-** Government Boards/Corporation/ Undertakings and the Micro and small manufacturers/ suppliers registered under MSMED Act-2006 are exempted from the payment of tender fee. **Note:-** 1)The Micro and small manufacturers/ suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, shall also have to pay the full tender fee amount offline, failing to pay full tender Fee amount is liable for rejection of tender. 2)The Micro and Small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid

	registration certificate in tender shall also have to pay the full Tender Fee amount offline, failing to pay full tender fee amount is liable for rejection of tender. 3) The Micro and Small suppliers registered under MSMED Act-2006 or under Micro, small and Medium enterprises, but fails to produce/upload valid authorization letter from the manufacture in tender shall also have to pay the full Tender Fee amount offline, failing to pay full tender fee amount is liable for rejection of tender.
8.	**<u>Validity:-</u>** The validity of the offer should be for at least 180 days from the date of the opening of the tender.
9.	**<u>Payment of Earnest Money Deposit (E.M.D.):-</u>** **Tenderer shall have to pay EMD of Rs.55,300/-** **[A] For General Bidder:-** It shall be mandatory for prospective bidders shall have to pay Earnest Money Deposit (EMD) in the form of Demand Draft & upload the scan copy of the Demand Draft in Technical Packet envelope. Demand Draft shall be address to "**Brihanmumbai Municipal Corporation**". Also Prospective bidders must be submitted original Demand Drafts physically in a sealed cover at Office of Dy.Ch. E.(M&E)CPD 566, N. M. Joshi Marg, Byculla (West), Mumbai – 400 011 after the due date of submission and before opening date of Technical Packet. **Bidder who failing to pay Earnest Money Deposit (EMD) will be treated as non- responsive.** **[B] For Government Boards/ Corporation /Undertakings and MSME Registered Bidder:-** Government Boards/Corporation /Undertakings and the Micro and small manufacturers/ suppliers registered under MSMED Act-2006 are exempted from the payment of Earnest money Deposit. **Note:-** 1) The Micro and Small manufacturers/ suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises shall also have to pay the full EMD amount offline, Failing to pay full EMD amount is liable for rejection of tender. 2) The Micro and Small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises but fails to produce/upload valid registration certificate in tender shall also have to pay the full EMD amount offline, failing to pay full EMD amount is liable for rejection of tender. 3)The micro and small suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid authorization letter from the manufacture in tender shall also have to pay the full EMD amount offline, failing to pay is full EMD amount liable for rejection of tender.
10.	**<u>Refund of E.M.D. :-</u>** E.M.D. of bidder except successful bidder all other unsuccessful bidders' 100% EMD paid will be refunded.

	The E.M.D. of successful bidder will be discharged when the bidder has signed and submitted all required documents for written contract execution and furnish the required Security Deposit after verification.
11.	**Acknowledging communications:-** Every communication from the Dy.Ch. E.(C.P.D.), Brihanmumbai Municipal Corporation to the tenderer should be acknowledged by the tenderer / quotationer / Supplier with the signature of authorized person and with official rubber stamp of the tenderer / quotationer / supplier.
12.	**Where and how to submit the tender:-** (Refer Section 4- Instructions to Tenderer participating in e-Tendering) & Section 5 :Flow of activities of Tender The e-Tendering process of BMC is enabled through GeM portal 'https://GeM.gov.in' The bid should be submitted online through website https://gem.gov.in in two Packets system i.e. Technical Packet & Commercial / Financial Packet along with EMD. All documents should be digitally uploaded. The Digital signature certificate should be obtained from competent authority; However the e-tender website or helpline numbers may guide you for obtaining the same Deadline for submission of bid – as per schedule mentioned in tender notice.
13.	**Documents to be uploaded**: This complete 'Tender Document' shall be uploaded as a token of acceptance of all clauses / conditions / requirements / instructions contained in this tender document. Original scanned documents or self-attested photocopies of specified documents shall be scanned and uploaded.
14.	**Authentication for documents:-** The responsibility to produce correct authentication rests with the Tenderer. If any document detected to be forged, bogus etc., For General Bidder :- The tender shall be rejected and the Earnest Money deposit shall be forfeited. For MSME registered Bidder availing exemption for Tender Fee and EMD:- The tender shall be rejected and **the firm/company will be debarred from participating in tender for three years, if participated their offer will be treated non-responsive out rightly.** Any contract entered under such conditions shall also be liable to be cancelled at any time

	during its currency and further penal action like criminal prosecution, blacklisting against the said Tenderer and /or the partners. The Municipal Commissioner shall also be entitled to purchase the items from the open market at the risk and cost of the said tenderer and the damages thereof shall be recovered from the Tenderer's dues.	
15.	**<u>Translation of certificates:-</u>** If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above and certified by the official translator shall have to be uploaded along with a copy of the original certificate.	
16.	**<u>Sign and seal:-</u>** Affixing of digital signature while uploading/submission the bid shall be deemed to be signed by the bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the bidder which shall include acceptance of special directions/terms and conditions if any, incorporated.	
	i)	If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorized representative only.
	ii)	If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorized representative only.
	iii)	If a Limited Company/ Sansthas /Societies /Trust /Govt. Undertaking / Semi-Govt. Undertaking submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorized representative only.
17.	**<u>Name of Partners:-</u>** All tenderers must disclose the names and addresses of their partners, if any, in the particular contract. Any tenderer failing to do so shall render him liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite penal action including black-listing.	
18.	**<u>Power of Attorney (POA):</u>** Notarized Power of attorney shall be granted by 2 directors/Managing Director /All partners, as the case may be in presence of 2 witnesses on Stamp paper of Rs.500/-. Note –	

	(a)	The Registered Power of Attorney (if any) registered with Chief Accountant (B.M.C.) will be accepted.
	(b)	If all uploaded documents are signed by Proprietor or 2 directors/ Managing Director or All partners, as the case may be, POA is not required to be submitted.
	If Tender is awarded and Contract Documents are signed by POA Holder the POA is to be registered at the Office of Chief Accountant (B.M.C.)	
19.	**Unconditional offer:-** Tenderers shall quote a firm & unconditional offer. **Conditional offers shall not be considered and shall be treated as non-responsive.** Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer given without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.	
20.	**Contradictory Clause in tender:-** Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" "Order subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.	
21.	**Alternative clauses in tender:-** No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.	
22.	**Rejection:-** The tender may be considered incomplete, irregular, invalid and liable to be rejected If	
	a)	The tenderer stipulates own condition /conditions,
	b)	Does not fill & sign the Tender Form incorporated in the Tender,
	c)	Does not disclose the full name/names and Address / addresses of Proprietor / Partners / Directors in case of Proprietorship / Partnership/ Private Limited / Public Limited concern Firms, email ID for communication
	d)	Tenderer is not eligible to participate in the bid as per laid down eligibility criteria;
	e)	The Goods offered are not eligible as per the provision of the tender

	f)		Does not submit valid documents listed in Technical Packet.
	g)		Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.
	h)		Stipulated validity period less than 180 days.
	i)		Particular furnished by tenderer are found materially incorrect or misleading, such tender shall be rejected and for General bidders the EMD shall be forfeited and shall be liable for further action like black-listing and MSME Registered Bidders shall be liable for action of black-listing. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.
	j)		Even though the Tenderers meet the eligibility criteria, they are subject to be ineligible if they have:
		1)	Made misleading or false representation in the forms, statements & attachments submitted in proof of the qualification requirements; and / or
		2)	Record for poor performance such as non-supply of allotted medicines, medicine consumable and medical devices etc. not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. in BMC.
23.	**<u>Quoted Currency:-</u>** **Bidder shall quote in Indian Currency.** **<u>Firm price</u>** The prices quoted shall be firm and no variation will be allowed on any account whatsoever.		
24.	**<u>Variation in rate:-</u>** Tenderers are requested to fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.		
25.	**<u>Product Names:-</u>** The tenderer must state the brand name of the product, if any.		

26.	**Technical specifications:**	
	a.	The tenderer shall carefully read the Tender Copy (Section 8) to understand the technical specifications, quality requirements, packing, applicable standards, Acts & Rules including the Mandatory requirement for substantiation of their compliance without deviating from bid requirements. Details of the Product Offered should be duly filled in Annexure 5.
	b.	The tenderer shall mark and highlight all the documents as per tender copy in Annexure 8
27.	**The Two Packet system:-**	
	i.	The tenderer should upload tender in Two Packets system as below, so as to have fair, transparent and timely completion of tendering process. Tenderer are requested to submit all required documents specified under each packet while submitting tender itself.
	ii.	The tender shall be uploaded only by the tenderer with his vendor ID or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in Technical Packet.
	iii.	All the documents should be strictly uploaded in P.D.F. format
	iv.	If the tenderer has not uploaded all the required and necessary documents as prescribed in Technical Packet at the time of Bid Submission then the tenderer shall be intimated to comply with the said requirements through email on their e-mail id as provided by them in Annexure -1 or on GeM portal's shortfall documents folder. Tenderer in return shall reply to email or submit self attested, signed, scanned copies of the short documents asked under Short fall Documents Folder on GeM Portal within 7 days (including weekly & other holidays) from the date of intimation.
	v.	The documents which are uploaded in Technical Packet with bid original of which, if called, shall be produced for verification within 3 days. Also if required, BMC may ask any clarification /Documents / Additional Documents from the tenderer during the tender process. If the information of short documents (Technical Packet as applicable) send by BMC by e-mail on the bidders e mail ID as provided by them and if the information in regards with the tender is not delivered or short documents not submitted /information is not received to BMC, for such lapses, BMC shall not be responsible and it will be treated as noncompliance of the short fall documents by the

		bidders. In such case their offer will be treated as non-responsive.
	vi.	Valid and correct E-mail ID for communication in respect of the bid shall be provided in Annexure-1 by the bidder. It is the responsibility of the bidder to provide the correct e-mail address in the annexure. All the communication regarding tender will be done on this E-mail ID only. Bidders will also make all communication from E-mail ID specified in Annexure-1 only. Any communication received from other E-mail ID will not be considered as valid one. During tender process if E-mail ID specified in Annexure-1 is changed then the bidder shall intimate the same to the concerned well in advance.
	vii.	The tenderer shall not disclose / quote the rate of the items in Technical Packet (Bill of Entry, Purchase Orders). (Any price / Rupees / Amount should be masked).
	viii.	The tenderer must scan and upload the currently valid documents including the due date and time of tender
	ix)	The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure.
	x)	All Annexure(s) shall be physically signed as per their respective conditions and uploaded.
	xi)	All addendums /corrigendum shall be uploaded along with tender document
	A)	**<u>Technical Packet contains following documents;-</u>**
		<u>The following Documents shall be submitted in the Technical Packet:-</u>
		1. It shall be mandatory for prospective bidders to upload the scan copy of the Demand Draft towards the Earnest Money Deposit (EMD) and Tender Fee in Technical Packet envelope
		2. Annexure 1: Particulars about the Tenderer on Letter Head of the Tenderer. Valid and correct e-mail ID of the tenderer for communication in respect of this bid shall be provided in Annexure 1. ‘
		3. Annexure 2: ‘Tender form’ on tenderer’s letter head with signature of Proprietor/ Managing Director / 2 Directors/All partners as the case may be.
		4. Annexure 3: Notarized Declaration made by the tenderer on Stamp Paper of Rs.500/- with signature of Proprietor/ Managing Director / 2 Directors/All partners as the case may be in presence of 2 witnesses.
		5. Annexure 3A: Tri party agreement between BMC, manufacturer and bidder

6.	Annexure-4:- PRO-FORMA for uploading details of EMD and Annexure-3
7.	Annexure 5: Technical Offer – Basic equipment and essential accessories.
8.	Annexure 6: List of the Spare Parts as applicable
9.	Annexure 7:- List of the Consumable / Accessories.
10.	Annexure -7 A:- List of the Consumable& Accessories Set.
11.	Annexure–8:- Comparison of tender specification v/s equipment specification.
12.	Annexure 9A: PRO-FORMA FOR MANUFACTURER'S LETTER(If Tender Is Submitted By Indian Or Foreign Manufacturer) Annexure 9B : PRO-FORMA FOR MANUFACTURER'S LETTER (From Foreign Manufacturer's Only For Appointing100% Indian Subsidiary / Subsidiary Of Principle Foreign Manufacturer /Sister Concern/Associate/Affiliate/Joint Venture- Registered In India) Annexure 9C :PRO-FORMA FOR MANUFACTURER'S LETTER(From Foreign Manufacturer's Only For Appointing Distributor /Dealer / Importer /Traders/Agent)
13.	Annexure–10: Experience certificate (Proforma for Statement of experience certificate)
14.	Annexure 11: Authorization letter for attending tender opening.
15.	Annexure 12: Contract Agreement form
16.	Annexure 13: Details of litigation History on Rs. 500 Stamp Paper
17.	Annexure 14: Pact of Integrity
18.	Annexure 15:-Internal Grievance Redressal Mechanism
19.	Annexure 16:- Details of CE US FDA certificate Copy of valid relevant CE / USFDA Certificate etc., wherever applicable as per enclosed schedule copy / tender manual.
20.	Chartered Accountant's Certificate for turnover of the tenderer for preceding three financial years.

		21.	Valid Bank Solvency Certificate for minimum of **Rs.15 Lakhs** issued by The Nationalized /Scheduled/Foreign Bank. The date of issue of such certificate shall not be more than 06 months prior to the date of submission of tender and the same shall be considered valid for 12 months from the date of issue.
		22.	GST registration certificate (of Tenderer). GST registration certificate of Tenderer shall be uploaded.
		23.	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 .
		24.	Certified copy of latest partnership deed in case tenderer is a partnership firm. Partnership deed must be registered in the office of Chief Accountant, B.M.C. Head Office before Execution of Contract.
		25.	Firm/Company/Sanstha Registration Certificate e.g. Certification of Incorporation / Articles of Association / Memorandum of Association etc.
		26.	List of all Directors/Partners with complete residential & Business address, Telephone No. Mobile No. & E-Mail id, along with their Signature on letter head of the tenderer.
		27.	**Power of Attorney** If tender is signed by a person holding power of attorney. The Postal Address of Residence, Business along with Telephone Number, Mobile Number & E-mail ID shall be furnished.
		28.	Registration Certificate under ESIC Act 1948 if 10 or more workers are on the establishment of Tenderer. OR Declaration in Annexure 3 on Rs.500/- stamp paper if registration under ESIC Act is not applicable.
		29.	Registration Certificate under EPF & M Act 1952 if 20 or more workers are on the establishment of Tenderer. OR Declaration in Annexure 3 on Rs. 500/- stamp paper if registration under EPF & M Act 1952 is not applicable.

		30.	Annexure- A (Irrevocable Undertaking) as per prescribed format on Rs. 500/- stamp paper.
		31.	Annexure-B
		32.	Valid CDSCO license in the name of bidder/ Manufacturer issued by competent authority
		33.	Scan copy of original Technical Brochure's for quoted model and all other allied equipment's having technical specifications shall be uploaded. Scan copy of original Technical Brochure's for quoted model shall be signed and stamped by Original Equipment manufacturer. The quoted product shall be available on the current official website of the manufacturer; otherwise the quoted product shall be considered obsolete/ redundant. Bidders will not be allowed to substitute any other technical Brochure during clarification stage.
		34.	In case of proprietary items the Manufacturer / Manufacturer with Loan License/ Importer shall submit the letter on the original letterhead of the manufacturing company to the effect that a particular product is not manufactured by any other company and the concerned Manufacturer / Importer shall also submit copies of the work orders quotation given to the Govt. / Semi Govt. Institute
		35.	Valid Registration certificate of MSME.
	B)	**<u>Financial Packet / Commercial Bid (Packet C):-</u>** The commercial bid is to be submitted online by filling the rates using the user ID, password. Commercial / Financial Packet will be automatically generated as per item data. Tenderer(s) shall fill item wise rates for all the items mentioned in the item data tab. Tenderer(s) shall also give the breakup of tax structure loaded in the quoted prices in Technical Packet i.e. the percentage of various taxes & duties without disclosing the basic price for the machine/equipment. While quoting the prices for the medical equipment manufactured in India as well as abroad, prices should be quoted in Indian currency only and tax structure shall be mentioned for all taxes like GST and other applicable taxes without disclosing the basic price for the machine/equipment in Technical Packet.	

		However same will be taken into consideration for evaluation and price comparisons along with AMC/CMC /Indian items /Turnkey Work/ cost per test /cost of reagents/cost of consumables as the case may be. Bidder shall quote in Indian currency and rates shall be inclusive of all taxes. The charges towards Inspection, Insurance, Transportation shall be included in the quoted cost. **Cost For CMC:** Cost of the Comprehensive Maintenance Contract (CMC) for each year will be fixed to 5% of the ordered value of the equipment ***Order value of the equipment:** Quoted price of equipment in INR by a bidder (which includes all taxes to be paid by bidder) will be considered as ordered value of equipment.
28.	**<u>Taxes & Duties</u>** 1. All the rates quoted by the tenderer should be inclusive of all taxes, i.e G.S.T. and other state levies/cess which are not subsumed under GST. The tenderer shall quote the rates inclusive of all taxes & duties clearly & understood that BMC will not bear any additional liability towards payments of any Taxes & duties. 2. If the services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, however same shall be inclusive of taxes /Duties/Cess other than GST, if any. 3. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes /any other levies/tolls etc. except that payment recovery for overall market situation shall be made as per price variation ***and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST act.***. 4. As per the provision of Chapter XXI-Miscellaneous section 171(1) of GST Act, 2017 governing 'Anti Profiteering Measure' (APM), 'any reduction in rate of tax on any supply of goods and services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices'. Accordingly, the contractor should pass on complete benefit accruing to him on account of reduced tax rate or additional input tax credit to BMC. 5. Further, all the provisions of GST Act will be applicable to the tender.

	6. For compliance of the same, the bidder/tenderer shall upload the undertaking as per Annexure A **in Technical Packet.** 7. **GST will be paid at actual for CMC as the case maybe.** 8. If there is any increase in other than above taxes/duties during the period of contract repayment claim will not be entertained by BMC.
29.	**<u>Consumables /Accessories / Instruments: (If applicable)</u>** Tenderer shall have to submit the rate for the consumables mentioned in Annexure-7 in commercial bid (BOQ) in e-tender. The Tenderer shall have to quote only one rate which will remain constant throughout the Warranty for three years and Annual /Comprehensive maintenance (As applicable) contract period for seven years i.e. for total ten years. **The rate quoted for consumables shall be freezed for 10 years and cost of one consumable each shall be considered for evaluation and BMC is not binding to accept the rates quoted for consumable.** **Apart from mentioned consumables cost of no other consumables will be paid by BMC and** Rates for consumables / spares / accessories shall be quoted excluding taxes if any (GST only). GST will be paid at actual as per prevailing rates.
30.	**<u>Pre-bid Meeting:</u>** If required by BMC and depending upon the nature of work, the pre-bid meeting will be held at the date, time and venue mentioned in the e-Tender Notice. Tenders shall note that any corrigendum issued regarding this tender notice will be published on the BMC portal. No corrigendum will be published in the local newspapers. The prospective tenderer(s) should submit their suggestions/observations if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works& tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting. Non-attendance at pre-bid meeting shall not be a cause for disqualification of a tenderer.

	The suggestions / objections received in pre-bid meeting may not be considered, if the same are not in consonance with the requirements of the tender/project. BMC reserves the right to reject the same.	
31.	**<u>Procedure for the opening of the tender:</u>** Technical Packet will be opened online on the due date and due time as stated in the GeM portal when the tenderer or his authorized representative will be allowed to remain present. Commercial / Financial Packet will be opened only if the administrative & technical offer in Technical Packet is acceptable. In case the administrative and technical offer in Technical Packet is found not acceptable or found incomplete, then Commercial / Financial Packet will not be opened and offer will be kept out of consideration. The date and time of the opening of Commercial / Financial Packet will be intimated to the responsive tenderer through automated GeM system.	
32.	**<u>Evaluation of the tender:</u>**	
	i.	After opening of Technical Packet, on the scheduled date, time and venue, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined. The scrutiny shall be on the basis of submitted substantiation documents.
	ii.	Any bid that does not meet the bid conditions laid down in the bid document will be declared as non responsive and such bids shall not be considered for further evaluation. However, the tenderers can check their bid evaluation status on the website. EMD of nonresponsive bidder will get refunded on finalization of status on GeM Portal.
	iii.	Bids which are in full conformity with bid requirements and conditions shall be declared as responsive bid for opening price bid on the website and price bid of such tenderers shall be opened later, on a given date and time.
	iv.	The documents which are uploaded in Technical Packet with Tender original of which, if called, shall be produced for verification within 3 days. Also if required, B.M.C. may ask any clarification / Additional Documents from the tenderer during the tender process.
33.	Every complaint, submitted by competitive tenderers in the matter of challenge to the authenticity of documents/information and/or particulars submitted by another tenderer ought to be accompanied with the deposit of Rs. 2,00,000/- (Rupees Two Lakhs only) towards charges for inspection and verification of the documents of another tenderer. On	

	verification of the complaint, if the representations made therein are found to be true and correct, the deposit will be refunded to the complainant and the E. M. D. of the defaulting tenderer shall be forfeited and further it shall be lawful for BMC to blacklist such defaulting tenderer for a maximum period of five years. On verification of the complaint, if the representations made therein are found to be false and incorrect, the deposit shall be forfeited and the complainant shall be black-listed for period of two years. Any complaint received regarding the authenticity of documents / information and/or particular submitted by another tenderer after price bid opening will not be entertained
34.	**Internal Grievance Redressal Mechanism: (As per Annexure 15)** Tenderer has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 07 days of declaration of Administrative and Technical or financial evaluation results. The complaint shall be addressed to Deputy Municipal Commissioner/ Joint Municipal Commissioner (Central Purchase Department).
35.	**Price Negotiation :** The BMC reserves its right to negotiate with the lowest acceptable tenderer (L-1), who is techno-commercially suitable for supplying bulk quantity and on whom the contract would have been placed but for the decision to negotiate.
36.	**Acceptance of Tender/ Award of Contract:-** The BMC will award the Contract to the successful tenderer whose bid has been determined to be responsive and has been determined to be the lowest in rate as per price clause of this tender. The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner, do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible tenderers and to relax any of the conditions of this tender. The Municipal Commissioner Reserves right to reject any or all tenders without assigning any reason. A contract will not be awarded to the successful tenderer if Security Deposit is not deposited by him to the BMC within stipulated time limit.

37.	**<u>Demonstrations:-</u>** Demonstration is compulsory for lowest bidder and he should arrange for the demonstration in India of the equipment quoted for in the tender within 7 days from the date of intimation of the request for demonstration preferably in Mumbai in the hospital. However, if complete system of quoted model/complete system is not available in 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 BMC 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 treated as non responsive.** The demonstration of equipment should be attended by HoD /Professor/Associate Professor of the Major Hospital only. Demonstration in the presence of subordinate authorities like Resident Doctors / Lecturers will not be allowed. The video recording of the demonstration shall be mandatorily done. Soft copy of the Video Recording shall be handed over to the representative of BMC 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.
38.	**<u>Period of Contract:</u>** The period of contract shall be period of SITC of equipment + 10 years (3 years warranty period + 7 years CMC period) from the date of issuance of the rate circular to user department.

SECTION 7:GENERAL CONDITIONS OF CONTRACT	
The General Conditions of Contract (G.C.C.) contained in this section are to be read in conjunction with the other section in the tender.	
1.	**<u>Contract:</u>** Contract means the Contract Agreement entered into between the Purchaser, henceforth called Brihanmumbai Municipal Corporation or BMC, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents be construed accordingly. 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 means the agreement entered into between the BMC and the Supplier. The date of the Contract Agreement shall be recorded in the signed form. Tenderer must distinctly understand: 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. The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm floods or rising of war by any country.
2.	**<u>Contract Documents:</u>** The following documents shall be considered an integral part of the contract, irrespective of whether these are not appended / referred to in it. 1) Letter of Acceptance 2) The Contractor's Bid 3) Addendum/corrigendum to Bid, if any 4) Tender Document including a) The Bill of Quantities / Price Packet b) The specifications c) The General conditions of Contract d) The Special conditions of Contract 5) Final written submissions made by the contractor during negotiations, if any 6) All correspondence documents between bidder and BMC. 7) Integrity Pact

3.	**<u>Contract Deposit / Performance Security</u>:**	
	i.	The Successful tenderer (Contractor) shall have to pay Contract Deposit @ 5% of total contract cost, within 30 days from the date of issue of Letter of Acceptance (LoA).
	ii.	The contract deposit / Performance Security shall be paid either in the form of Demand Draft (DD) or in the form of Bankers' Guarantee.
	iii.	Bankers Guarantee (B.G.) shall be issued from the Banks listed by Reserve Bank of India on their website:- 'rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf'. The B.G. shall be acceptable from these banks (except IDBI Bank) and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar.
	iv.	The B.G. issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said B.G. is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, the said B.G. 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.
	v.	The contract deposit / Performance Security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects. The performance B.G. shall remain valid for a period of 6 months beyond the date of completion of all contractual obligations including warranty and AMC/CMC obligations.
	vi.	The B.G. valid for the entire contract period including AMC/CMC period (minimum ten and half years period) shall be submitted. However, the Contractor is allowed to submit B.G. valid for the period of three years initially (during warranty period) and thereafter it shall be renewed (maximum two times) for further period of not less than three years at a time during AMC / CMC period and maintain the requisite contract deposit / Performance Security for entire contract period including AMC/CMC period.
	vii.	If the Contractor during currency of the contract fails to maintain the requisite contract deposit / Performance Security, BMC shall recover from the contractor the amount of contract deposit / Performance Security by deducting the amount from the pending bills of the contractor under this contract or any other contract with the BMC. Otherwise the existing B.G. towards contract deposit shall be forfeited and the contractor shall be debarred from participating in BMC tenders for a period of 3 years

	viii.	The successful bidder shall have to pay Stamp Duty on B.G. as per the Maharashtra Stamp Act at present prevailing rate is 0.3% at present on total cost. The renewed B.G. shall be treated as new B.G. and it is necessary to pay fresh Stamp Duty.		
	ix.	The BMC shall be entitled, and it shall be lawful on its part, to deduct from the performance securities or		
		a.	to forfeit the said security in whole or in part in the event of:	
			i.	any default, or failure or neglect on the part of the contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the BMC or any part thereof
			ii.	for any loss or damage recoverable from the contractor which the BMC may suffer or be put to for reasons of or due to above defaults/ failures/ neglect
		b.	and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the BMC shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.	
4.	**<u>Refund of contract deposit:-</u>** Contract deposit will be refunded after six months after completion of contract period of 3 years warrantee & 7 years AMC/CMC (as applicable) subject to satisfactory performance/ maintenance of equipment .			
5.	**<u>Signing & Execution of Contract:</u>**			
	I.	In the event of the tender being accepted, the Letter of Acceptance (LoA) and the Contract documents shall be sent / issued to the successful bidder (Contractor) for signature and return, incorporating all the agreements between the parties to the contract i.e. the contractor and the BMC. The Contractor shall acknowledge and unconditionally accept, sign, date and return the contract documents within 30days from the date of issue.		
	II.	The contract must be signed by proprietor of the firm in case of proprietary firm / all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners.		

		Such power of attorney need be registered in the office of the Chief Accountant and Dy. Chief Engineer (C.P.D.) should be informed accordingly.
	III.	In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the Chief Accountant and Dy. Chief Engineer (C.P.D.) should be informed accordingly.
	IV.	Contractor shall pay contract deposit / performance security, legal & stationary charges, stamp duty etc. and submit signed contract documents within 30 days from the date of issue of Letter of Acceptance and thereafter a fine of Rs. 5000/- per day will be imposed up to maximum 07 days delay
	V.	If the contractor fails to pay / submit contract deposit / performance security, legal & stationery charges, stamp duty etc. and signed contract documents within the above stipulated time (i.e. 37 days including penalty period of 07 days), the above mentioned fine plus entire EMD amount will be forfeited and the tender / contract already accepted shall be considered as cancelled. If the contractor avails exemption for Tender fee and EMD under MSME and fails to pay / submit contract deposit / performance security, legal & stationery charges, stamp duty etc. and signed contract documents within the above stipulated time (i.e. 37 days including penalty period of 07 days), **the firm/company will be debarred from participating in BMC tender for three years, if participated their offer will be treated non-responsive out rightly.**
	VI.	The contract shall be signed and entered into after receipt and verification of requisite performance security, by the BMC authority empowered to do so.
	VII.	The Rate Circular shall be issued only after signing of contract by both the parties i.e. contractor and BMC.
	VIII.	The contract shall be executed as per the MMC Act 1888.
6.	**<u>Payment of legal and stationery charges:</u>** These charges are to be paid by the successful bidder on receipt of acceptance letter. This can change and the successful tenderer shall have to pay the applicable legal and stationary charges at the time of award of contract.	

Sr. No.	**Contract Cost (Rs.)**	**Legal Charges and Stationery Charges (Rs.)**

1.	Rs.50,000/-	NIL
2.	Rs.50,001 to Rs.1,00,00,000/-	At the rate of 0.1 % of contract cost (rounding of such amount to the nearest hundredth) plus 18% GST (minimum Rs.1000/- plus GST and maximum Rs.10,000/- plus GST)
3.	Rs.1,00,00,001/- to Rs.10,00,00,000/-	Rs.10,000/- for contract value upto Rs.1,00,00,000/- plus 0.05% on amount exceeding Rs. 1,00,00,000/- (rounding of such amount to the nearest hundredth) plus 18% GST
4.	Rs.10,00,00,001/- to above	Rs.55,000/- for contract value upto Rs.10,00,00,000/- plus 0.01% on amount exceeding Rs. 10,00,00,000/- (rounding of such amount to the nearest hundredth) plus 18% GST

7. **Stamp duty:-**

The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Maharashtra Government Directives.

The Stamp Duty payable on the Contract Value shall also be paid to Maharashtra Government as per the provisions of "Stamp Duty Act 1958" (amended till date).

8. **The Successful Tenderers must distinctly understand:**

a.	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 conditions.
b.	The contractor must proactively keep the BMC informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract
c.	The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro- actively brought to the notice of the BMC within 7 days of it coming to the Contractor's knowledge.
d	The contractor shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever

9. **Purchase Order:-**

The user department will place purchase orders within 15 days from the date of receipt of rate circular subject to availability of budget provision and site is ready for installation.

10. **Following mandatory documents are required at the time of delivery of consignment in case of**

	supply of indigenous as well as imported equipment:-		
	i) Third party inspection report ii) Packing List:- iii) Country of Origin Certificate (For foreign manufacturer) iv) Insurance Certificate v) Original Invoice vi) Bill of lading / Airway bill vii) Bill of entry viii) Duty paid certificate / receipt (for imported equipment)		
	i)	<u>Third party inspector/Firm shall verify following:</u>	
		The firm/agency doing third party inspection need necessarily be accredited by competent authority. The accreditation letter/certificate issued by the competent authority shall be given by Firm/Agency. The third party inspection firm/agency shall prior to shipment inspect the equipment physically in accordance to the tender specifications and certify the following things:-	
		a)	The equipment is new and made of virgin material; it is not reconditioned /retrofitted.
		b)	The name of the equipment manufacturer, model and serial nos. of equipment & country of manufacturer.
		c)	Third party inspector shall clearly mention in his report the purchase order no., date and name of consignee i. e. Brihanmumbai Municipal Corporation
	ii)	**Packing List:-** It shall be issued by original manufacturer in 4 sets. One set should be kept in equipment container. Two sets should be sent with original invoice to user department and one set shall be sent to CPD for information.	
	iii)	**<u>Country of Origin Certificate (</u>For foreign manufacturer):-** 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.	
	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 / port of destination i.e. Mumbai and period of insurance.
	v)	**<u>Original Invoice issued by bidders/manufacturer should contain following details</u> :-**
		a) The name of the equipment manufacturer, model and serial nos. of the equipment.
		b) Name of the consignee i.e. Brihanmumbai Municipal Corporation
		c) Purchase order number and date issued by Brihanmumbai Municipal Corporation
	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. This document shall be obtained by user department from Custom Clearing Agent.
	vii)	**<u>Bill of lading or Airway Bill</u> :-** Bidder has to submit bill of lading or Airway bill after dispatch of equipment/machine. The user department has to verify before making payment to bidder.
	viii)	**Duty paid certificate / receipt (for imported equipment)**
11.	**<u>Delivery, Installation, Commissioning & Option Clause:-</u>** **<u>Delivery, Installation, Commissioning:-</u>** The tenderer should give free delivery, at BMC Hospital, within 90 days from the date of placing of purchase order. It is mandatory that the 100% Indian subsidiary of foreign manufacturer duly registered in India / Subsidiary of principle Foreign Manufacturer duly registered in India / sister concern of Foreign manufacturer duly registered in India /Associate of Foreign manufacturer duly registered in India /joint venture of Foreign manufacturer duly registered in India / affiliate of Foreign manufacturer duly registered in India or Distributor/Dealer/Importer/trader/agent appointed by foreign Manufacturer shall 1. Import the equipment from Principal foreign manufacturer directly in the name of BMC only after receipt of Purchase Order. 2. Raise invoice in the name of BMC hospital. Also the tenderer shall provide one additional packing list indicating details of supply to be delivered to the concerned hospital in advance so that it will be easier for the authority of concerned hospital to confirm supply in the packed consignment as per the purchase order. Installation & commissioning shall be done within 30 days from delivery of the equipment/machine.	

	<u>Option Clause</u>:- **The quantities mentioned in the Bid are only approximate estimate quantities. The Municipal Commissioner reserves the right to increase or decrease the quantities maximum up to 25% of the quantities without any changes in the unit price to be purchased without assigning any reason thereof within period of 1 year from issue of Rate Circular.**
12.	**<u>Training :-</u>** The successful tenderer shall have to give sufficient training at his cost to the staffs of the Hospital and Engineers of Medico Electronics Cell to operate the Medical Equipment. Also it shall be provided as and when required if asked by user department.
13.	**<u>Penalty:-</u>** If the successful tenderer fails to comply with work/purchase order within the delivery period stipulated, the municipal Commissioner/ D.M.C.(C.P.D)/ Dean of Hospital/ Intending Officer shall exercise his discretionary power either :- To recover from contractor as agreed, the liquidated damages or by way of penalty 0.5% of the price of the equipment which the contractors has failed to deliver, install, commission as aforesaid per week or part thereof during which the delivery, installation, commissioning of such equipment may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the equipment undelivered. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or any money due to the contractor from BMC. **OR** To cancel the contract and orders and forfeiture of ~~EMD,~~ contract Deposit and blacklisting the firm/company along with their partners/ directors.
14.	**<u>Consequence of inferior supply:-</u>** If the equipment supplied is found of inferior quality or not as per specifications, the contractor shall replace the equipment within one month from the date of intimation at the cost & risk of the contractor and also liable to pay the fine imposed by the Municipal Commissioner, failing which ~~Earnest Money Deposit and~~ Contract Deposit of the contractor shall be forfeited & the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the ~~Earnest Money Deposit and~~ Contract Deposit, if any fine is imposed by the Municipal Commissioner, the same shall be payable by the supplier immediately on demand, failing which the same shall be recovered from other dues to the contractor from the Municipal Corporation.
15.	**<u>Replacement of Rejected Materials:-</u>** Tenderer/contractor shall have to replace rejected Material with approved one. The supplier should remove the rejected Material within 15 days failing which the same will be disposed off

	by BMC at the risk and cost of contractors without any further correspondence in this regards.
16.	**<u>Risk & Cost Purchase:-</u>** In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily the equipment within the prescribed time as herein provided and or in case shall fail at once to replace any part/s that may have been rejected as herein provided with other of approved quality, the Municipal Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specific period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The extra cost thereof (if any) and all expenses thereby incurred, which shall include charges of 5% minimum to a maximum of 15 % shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.
17.	**<u>Blacklisting:-</u>** The firm shall be black-listed, if it is found that:- i) Forged documents are submitted OR ii) If it becomes responsive on the basis of submission of bogus certificate/information. OR iii) In case of non-supply of equipment / accessories or supply of substandard quality or supply of equipment / accessories found to have been previously used or having reconditioned parts.
18.	**<u>Contract Postponement:-</u>** Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by the reason of the Brihanmumbai Municipal Corporation having in possession of other deposit on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit under this contract. Such transfers will not, under any circumstances, be permitted.
19.	**<u>Secrecy:-</u>** The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any matter whatsoever, which would or might be directly or indirectly of use to any

	person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and The Municipal Commissioner shall be at liberty to purchase the same material at the risk and cost of the contractor**.**
20.	**<u>Compliance with security Requirement</u>:-** The Contractor shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission for entry into the premises.
21.	**<u>Confidential Information:-</u>** The drawings, specifications, prototype, sample and such other information furnished to the contractor relating to the supply of equipment/plant shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of BMC. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the contractors, such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement/modifications effected by the contractor shall continue to be the property of the BMC
22.	**<u>Guarantee and repair during the guarantee period:-</u>** The Contractor/s shall for a period of 3 years after the acceptance and satisfactory Installation and commissioning of the equipment, maintain, uphold and keep them in thorough repairs and working order at their own cost and expenses and to the entire satisfaction of the Municipal Commissioner or the Dean/Ch.M.S /E.H.O. or the purchasing Officer, the entire Machinery / Equipment and shall also be responsible for and be liable under the provisions of this clause to make good any defect that may during that period develop in the normal and proper working of the Machinery / Equipment. In case of repairs of Machinery / Equipment which is not manufactured in India, the manufacturer, 100% Indian subsidiary of foreign manufacturer duly registered in India / Subsidiary of principle Foreign Manufacturer duly registered in India / sister concern of Foreign manufacturer duly registered in India /Associate of Foreign manufacturer duly registered in India /joint venture of Foreign manufacturer duly registered in India / affiliate of Foreign manufacturer duly registered in India, Distributor / Dealer / Importer/trader/agent during the guarantee / warranty period shall bear all the taxes, custom duties, levies, to &fro cost of transportation etc. of the Machinery / Equipment while the same is taken away from India and returned to India (i. e. Municipal Hospital) duly repaired by the Manufacturer. During the entire period of guarantee the Tenderer shall replace the equipment and or part of the equipment entirely on its break down / non functional, which shall be at the cost of the Tenderer and includes the labour charges, transport charges etc. shall also be borne

		by the Tenderer. The tenderer should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). If this is not done, a penalty @ 1% per day of Contract Cost of equipment will be imposed on the tenderer and same will be recovered from Contract Deposit or payment due if any.
23.	**Maintenance contract (As Applicable)**	
	A.	**Service and annual maintenance contract:** The successful tenderer shall have to enter into Annual Maintenance Contract for at least 7 years after the completion of warrantee period of 3 years at the rate of 3% of equipment cost per year, rate will be fixed for 7 years. The Annual Maintenance Contract shall include the repair and maintenance of equipment and plant and all accessories supplied by the tenderer as a part of this tender. It is the responsibility of the tenderer to see that the equipment and all accessories are maintained in proper functioning condition, whether any spare parts/accessories be manufactured by the tenderer or not. a) The tenderer should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). During AMC period, the Service Engineers will have to make 04(four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within 72 hours (3 days) from the date & time of lodging of complaint with the Service Engineer through phone / fax/person/post/courier/e-mail. A service call shall be attended even on Sundays and Public Holidays. The complaint /message will be sent to the address given in this contract as well as in supply order. b) If the breakdown is attended and rectified within 120 hours (5 days) at our sites, no penalty/ deduction will be made from the AMC bill. c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the Service engineer at our site, deduction will be made @ double the prorata basis AMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days. d) If the problems are required to be rectified at Service Centre site /workshop / premises, additional 7 days period will be allowed i.e. total 10 days from the day of initial breakdown report. Normal AMC charges for additional 7 days period will be deducted from the bill of AMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct @ double the AMC charges/ day on prorate basis from the bills for delayed period. If Only cost of spare parts and consumables will be paid separately as per the rate quoted for spares & consumable as per list uploaded while submission of tender

		Warranty as well as AMC shall be for the main equipment, all accessories and Site modification work supplied by the tenderer as a part of this tender. The scope of work during warranty and AMC shall consists of break down and preventive maintenance including testing and calibration as per technical/service /operational manual of the manufacturer, labour and spares. OR
	B.	**Service and comprehensive maintenance contract:** The successful tenderer shall have to enter into comprehensive Maintenance contract for at least 7 years after the completion of warrantee period of 3 years at the rate of 5% of equipment cost per year, rate will be fixed for 7 years. The comprehensive Maintenance contract shall include the equipment and all accessories supplied by the tenderer as a part of this tender. It is the responsibility of the tenderer to see that the equipment and all accessories are maintained in proper functioning condition by providing spare parts where required, whether such spare parts/accessories be manufactured by the tenderer or not. a) The tenderer should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). During CMC period, the Manufacturer's Service Engineers will have to make 04(four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within 72 hours (3 days) from the date & time of lodging of complaint with the Service Centre through phone / fax/person/post/courier/e-mail. A service call shall be attended even on Sundays and Public Holidays. The complaint /message will be sent to the address given in this contract as well as in supply order. b) If the breakdown is attended and rectified within 120 hours (5 days) at our sites, no penalty/ deduction will be made from the CMC bill. c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the Service Engineer at our site, deduction will be made @ double the prorate 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. **Warranty as well as CMC shall be for the main equipment, all accessories and Site modification work supplied by the tenderer as a part of this tender. The scope of**

			work during warranty and CMC shall consists of break down and preventive maintenance including testing and calibration as per technical/service /operational manual of the manufacturer, labour and spares.
24.	**<u>Payment condition:</u>**		
	A)	1.	80% payment will be made within 30 days from the date of satisfactory supply of equipment, submission of bills and submission of all documents as mentioned at clause no. 10 (Documents required at the time of delivery of consignment) given elsewhere in tender document.
		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 respective hospital. Also user department shall obtain satisfactory inspection report from EE (MEC).
	B)	The payment of AMC/CMC of the medical equipment shall be made on six monthly basis subject to satisfactory completion of maintenance and servicing activities.	
	C)	Submission of documents / evidence showing details of the payment of GST has been made (if applicable).	
	D)	Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through ECS/RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks in Mumbai jurisdiction. Contractor shall fill up vendor master creation form online along with registration fee of Rs.100/- for creating Vendor's Master. They also have to upload fresh information online when any subsequent change in the name of the firm and address of firm, the contractor/supplier must upload such changes with relevant documents and a fee of Rs.5000/- per change as administrative charges for effecting such changes in BMC records.	
	E)	NOC of vigilance Department as the case may be will be required at the time of releasing final payment.	
25.	**<u>Jurisdiction of courts:-</u>**		

	In case of any claim, disputes or differences arising in respect of the contract, the causes of action there at shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.
26.	**<u>Force Majeure clause:-</u>** For purposes of this Clause, 'Force Majeure' means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises at any time during the subsistence of contract, the Supplier shall promptly but not later than 30 days notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Force Majeure will be accepted on adequate proof thereof. If contingency continues beyond 30 days, both parties will mutually discuss and decide the course of action to be adopted. Even otherwise contingency continues beyond 60 days then the purchaser may consider for termination of the contract on pro-rata basis.
27.	**<u>Fall Clause:-</u>** The Tenderer undertakes that it has not quoted similar medicines/medical devices and medical consumables / products / systems or subsystems in the past 1 year in the Maharashtra or any other State of India for quantity variation up to -50% or +10%, at a price lower than that offered in the present Tender in respect of any other Ministry / Department of the government of India or PSU or BMC and if it is found at any stage that similar medicines/medical devices and medical consumables / products / systems or sub systems was supplied by the TENDERER to any other Ministry / Department of the Government of India or a PSU or BMC at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the TENDERER to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the Tenderer from BMC.
28.	**<u>Subsequent Legislation:-</u>** If on the day of submission of bids for the contract, there occur changes to any National or State stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by

	which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of BMC and shall be added to or deducted from the Contract Price with prior approval of competent authority and the concerned Engineering Department shall notify the Contractor accordingly with a copy to the Employer. BMC reserve the right to take decision in respect of addition/reduction of cost in contract	
29.	**<u>Corporation's lien over all moneys due to the Tenderer or his deposit:-</u>** The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Tenderer/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 Tenderer/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 Tenderer/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 Tenderer/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 Tenderer/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 Tenderer/s from the moneys, security or deposit which may become payable or returnable to the Tenderer/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Tenderer/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 Tenderer/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.	
30	**<u>Settlement of Disputes:-</u>**	
	a)	**<u>Disputes</u>** All disputes and differences between the parties hereto, as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Procurement Officer and the contractor within thirty (30) days from aggrieved Party notifying the other Party of such matters, shall be hereinafter called the "Dispute". The

		aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual clause to the designated authority and requesting for invoking the following dispute resolution mechanisms. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein. 1) Adjudication 2) Conciliation 3) Arbitration
	b)	**<u>Excepted Matters:-</u>** Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of the BMC thereon shall be final and binding on the successful tenderer. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the BMC has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to: any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim. Issues related to the pre-award tender process or conditions Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor
	c)	**<u>Adjudication:</u>** After exhausting efforts to resolve the Dispute with the Purchasing Officer executing the contract on behalf of the Procuring Entity, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. Within 60 days after receiving the representation, the Adjudicator shall make and notify

		decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If the adjudicator fails to notify his decision within the abovementioned time-frame, the contractor may proceed to invoke the process of Conciliation.
	d)	**<u>Conciliation of disputes:-</u>** Any party may invoke Conciliation by submitting "Notice of Conciliation" to the Head of the Procuring Organization. Since conciliation is a voluntary process, within 30 days of receipt of "Notice of Conciliation", the Head of the Procuring Organization shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration. The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of the contract, within 60 days from the date of appointment of the Conciliator. On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.
	e)	**<u>Arbitration:-</u>** The Head of the Procuring Organization shall notify an Arbitrator within 30 days of receipt of Notice of Arbitration. An Arbitrator will be retired officers of The Procuring organization in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 year prior and must not be over 70 years of age on the date of Notice for arbitration. The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the arbitral tribunal enters reference.
31.	**<u>Commissioner's direction & decisions to be final and binding:-</u>** 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 Tenderer 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.	
32.	**<u>The Commissioner not compellable to defend or answer any suit relating to any certificate or award made by him</u>.** 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 Tenderer nor shall be compellable by any proceeding whatsoever to answer or explain any 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.
33.	**Partnership:-** Every receipt for money which may become payable or for any security which may become transferable to the Tenderer under these present shall if signed in the partnership name by any one of the Tenderer/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 Tenderer, during the pendency of this contract it is thereby expressly agreed that every receipt by any of the surviving Tenderer/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 Tenderer/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 Tenderer/s and of the legal representatives of any deceased Tenderer/s inter se.
34.	**Dissolution of the Contract:-** The Tenderer/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 Tenderer/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.
35.	**Termination of Contract:** These presents in every clause matter and thing herein contained shall cease and terminated either on the expiry of the contract period or exhaustion of the quantities of medicines/medical devices and medical consumables allotted to the Tenderer, whichever is earlier (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.
36.	**Governing Language:** English language version of the contract shall govern its Interpretation
37.	**Singular – Plural:-** Words in the Singular number shall include the plural and plural the singular.
38.	**Meaning:-** The Word the Municipal Commissioner or Commissioner wherever they occur in this Tender or in the Contract shall be construed to mean Additional Municipal Commissioner.
39.	**Saving clause:-** No suits, prosecution or any legal proceedings shall lie against BMC or any person for anything that

	is done in good faith or intended to be done in pursuance of bid
40.	**Applicable Laws:-** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made there on from time to time.
41.	**Indemnification:-** The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the BMC in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract. The contractor shall submit an indemnity bond to this effect.
42.	**Operation of the Contract Clauses:-** The DMC (CPD) or his / her successor/s for the time being holding the office of the DMC (CPD) 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 DMC (CPD) shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner
43.	The Municipal Corporation reserves its right to inspect the manufacturing premises of the company as and when required.
44.	All the above conditions should be strictly adhered to failing which the tender will be treated as non-responsive and no correspondence will be entertained in the matter.
45.	Quoted equipment shall be delivered at following locations. Sr. No. | Hospital | Department | Quantity 1. | G.T.B. Hospital | TB & Pulmonary | 01 No. Note-Location of delivery of equipment may change.
46.	Third party inspection of the quoted equipment shall be carried out by the successful bidder for the equipment manufactured in India or abroad and report shall be submitted for the same at the time of delivery of equipment to BMC.
47.	The equipment shall be maintained under 7 years Comprehensive Maintenance Contract (CMC) after completion of warranty period of 3 years.
48.	**CE & US FDA Policy** In order to avoid the ambiguity in acceptance of CE and USFDA certificates from bidders a policy as mentioned bellow is framed in which it is suggested to accept documents for certification and incorporate such a conditions in tender documents.

Tender Condition

For Medical device and In vitro Diagnostics Medical Device

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

I. CE CERTIFICATION REQUIREMENT FOR PRODUCTS UNDER MDD (93/42/EC)

A. CLASSIFICATION: CLASS Is, Im, Iia, Iib& Class III

1. **CE certificate issued from EU notified body is must for devices under class Is, Im, Iia, Iib& Class III.**

   This certificate shall be on letter head of Notified bodies with

   a) Body identification number and address of Notified Body,
   b) Certificate number and validity of certificate,
   c) Product name/line (Quoted product category etc.),
   d) Name of appropriate directives
   e) Name and address of manufacturer,
   f) Product classification, Name of EU representative if any

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

   a) Shall be accompanied with Declaration of conformity by manufacturer or EU representative of Manufacturer for the quoted model.
   b) Endorsed (By notified Body) technical documents submitted to notified body mentioning model/s no./s.

   or

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

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

   a) Shall be accompanied with Declaration of conformity by manufacturer or EU representative of Manufacturer for the quoted model.

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

   b) Documentary evidence to show all such equipment/s is/are covered

			by single certificate is required from notified body additional to above Sr. No. 1 & 2 or 3. Or Individual certification for each equipment as mentioned in Sr. No. 1 & 2 or 3 above is required. c) If equipment manufacturer by different /other manufacturer is part of supplied equipment as per OEM agreement, then CE certificate issued to manufacturer is required from notified body as mentioned in sr. no. (A) – 1,2,3 along with the copy of OEM agreement
		B.	**CLASSIFICATION : CLASS I only.** This route is self-declaration or self-certification and is described in Annex VII Module A, EC Declaration of Conformity. The manufacturer ensures and formally declares, via a written statement, that the products meet the applicable provisions of the Directive. Following Documents are required a. Declaration of conformity by manufacturer or EU representative of Manufacturer for the quoted model. b. Documentary evidence regarding firm registered with EEA (European Economic Area) Competent authority is required or European Representative registered with EEA (EUROPEAN ECONOMIC AREA) Competent authority appointed by firm is required Or Other documents like certificates from notified body along with declaration of conformity is required. **<u>Declaration of Conformity</u>** The declaration of conformity should have follow a. the name and address of manufacturer, b. Notified body Name and address if any with certificate No., c. EU representative of manufacturer if any, d. identification of the product allowing traceability, e. list of relevant directives & Harmonized standards, f. Declaration statement, name and position/job title of person signing (This should be someone with enough responsibility to ensure the declaration is true which is affirmed by their signature and date).
	II.		**<u>CE CERTIFICATION REQUIREMENT FOR PRODUCTS UNDER IVD (98/79/EC) CLASSIFICATION :1)DEVICE FOR SELF TESTING, LIST</u>**

			<u>'B' & LIST 'A' DEVICES</u> • CE certificate issued from EU notified body is must. This certificate shall be on letter head of Notified bodies with a) Body identification number and address of Notified Body , b) Certificate number and validity of certificate, c) Product name/line (Quoted product category etc.), d) Name of appropriate directives e) Name and address of manufacturer, f) Product classification, Name of EU representative if any. • Shall be accompanied with Declaration of conformity by manufacturer or EU representative of Manufacturer. **<u>CLASSIFICATION :GENERAL IVD</u>** This route is self-declaration or self-certification. The manufacturer ensures and formally declares, via a written statement, that the products meet the applicable provisions of the Directive. a. Declaration of conformity by manufacturer or EU representative of Manufacturer for the quoted model. b. Documentary evidence regarding firm registered with EEA (EUROPEAN ECONOMIC AREA) Competent authority is required or European Representative registered with EEA (EUROPEAN ECONOMIC AREA) Competent authority appointed by firm is required or Other documents like certificates from notified body along with declaration of conformity is required. **<u>Declaration of Conformity</u>** The declaration of conformity should have follow a) the name and address of manufacturer, b) Notified body Name and address if any with certificate No., c) EU representative of manufacturer if any, d) identification of the product allowing traceability, e) list of relevant directives & Harmonized standards, f) Declaration statement, name and position/job title of person signing (This should be someone with enough responsibility to ensure the declaration is

			true which is affirmed by their signature and date).
	III.	**<u>USFDA CERTIFICATION</u>** **Documents required to be submitted in support of USFDA Certification** Following documents are required for confirmation of USFDA approval certificate a) Approved 510 (k) notification documents for equipment offered model is required or b) Documents to establish the firm and offered model register with FDA is required **for class I and 510k / PMA for class II devices.** **General Condition of tender document will be** • Manufacturer on their letter head needs to provide the link of notified body and/or USFDA for certificate/s submitted, so that same can be verified from website of Notified body/USFDA.	

SECTION 8 : TECHNICAL SPECIFICATION VIDEO BRONCHOSCOPE (ADULT AND PEDIATRIC) SYSTEM.			
The video bronchoscope system should contain bronchoscope, a light source and video system (video processor), The specifications for **video bronchoscope (Adult and pediatric) System** are as follows:			
A.	**Optical system:-**		
	1.	Field of view	At least 120°
	2.	Direction of view	Forward looking
	3.	Depth of field	3-100mm.
	4.	Image quality	HDTV
	5.	Provision	At least 4 remote switches On body of scope. **HD** CCD chip on the tip of the scope inbuilt.
B.	**Insertion section:-**		
	1.	Distal end outer diameter	Minimum **5.8mm – 6.5 mm.**
	2.	Insertion tube outer diameter	Minimum 6 mm.
	3.	Working length	At least 600 mm.
	4.	Insertion tube rotation function	Should be present.
C.	**Instrument channel:-**		
	1.	Channel inner diameter	2.8 mm and above.
	2.	Minimum visible distance	Minimum 3.0 mm from the distal end.
	3.	Electro – cautery instrument compatibility.	Should be present.
	4.	Bending section (angulation range)	Minimum Up – 180 ° Minimum Down – 130 °
	5.	Laser compatibility should be present.	Nd. YAG, 810 nm diode
	6.	Compatibility	Compatibility- Video system centre & Xenon/ light source should be present.
	7.	Narrow band imaging.	Should be present.
	8.	Electronic magnification	1.2 X to 1.5X
	9.	Waterproof connector	Should be present.
The specifications for the **light source** are as follows:			
A.	Power supply:		
	1.	Voltage	100 – 240V AC
	2.	Voltage fluctuation	Within +/- 10%
	3.	Frequency	50/60 Hz.

	4.	Consumption of electric power	600 VA
B.	Lamp :		
	1.	Examination lamp	Xenon 300 W / light source.
	2.	Average lamp life	Approximately 500 hours of continuous use.
The specifications for **video system (video processor)** are			
1)	Power supply		
	1.	Voltage (voltage fluctuation)	220 – 240V AC (within =/- 10%)
	2.	Fequency (frequency fluctuation)	50/60 Hz (within !/- 1%)
	3.	Current consumption	150 VA
	4.	**HD Imaging Compatible**	
	5.	**Processor should have HD,DVI, HDI, SDI output**	
2)	**Medical Grade Monitor**: Minimum **24 inch.**		
	A)	Video input	Compatible with Video Processor.
	B)	Video Output	Y/C, Composite , **HDI/HD-DVI/SDI**
	C)	User interface	Keyboard.
3)	Carrying Case		
4)	Supporting accessories (Price Inclusive):		
	a)	Cytology Brush (set of 10).	
	b)	Biopsy Forceps (set of 10)	
	c)	Needle aspiration (set of 10)	
	d)	Foreign Body grasping forceps (two)	
	e)	Serrated edge (alligator), smooth edge with fenestrated or unfenestrated cups and 'spiked' (needle between the cups).	
	f)	Channel cleaning Brush	
5)	Suction cleaning Adapter.		
6)	Channel cleaning opening Brush		
7)	Leakage Tester		
8)	Laptop with following specifications with antivirus.		
	Minimum 1TB Memory (HOD).		
	Minimum 8 GB Ram.		
	Minimum i5 processor		
	Operating Software compatible with Bronchoscopy Software with compatible		
	USBs CD/DVD writer.		
9)	Licensed Software compatible for Bronchoscopy with NBI & HD vision which should be able to record videos and images and store data.		

10)	Colour Laser printer for providing image print out.	
11)	Compatible Metal Trolley to accommodate mentioned systems with Electrical Extension Board.	
12)	Training to MEC Engineers to be provided.	
13)	It should follow International Safety requirements	
14)	**General Terms and Conditions:-**	
	a)	All the above equipment shall be new and manufactured from virgin materials. All the requirements of this supply shall be necessary sourced from the original equipment manufacturer of the model quoted which shall not be necessary sourced from the original equipment manufacturer of the model quoted but should be compatible with the quoted model. In case the machine is 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).
	b)	Equipment shall operate on 230 V, single phase, 50 Hz electric supply. The necessary protective relaying / circuitry shall be there with the machines. The mains supply voltage variation may be max.±10% and frequency variation maximum ±3 %.
	c)	i) The quoted equipment shall be CE certified (under MDD/MDR) along with declaration of conformity or US FDA documentary evidence to that effect shall be uploaded. ii) Manufacturer/ bidder shall have valid CDSCO- manufacturer/ import license and copy of same shall be uploaded in the bid. Bidders are requested to go through the CE / US FDA policy document for submission of CE and US FDA approvals as mentioned elsewhere in tender document.
	d)	The equipment shall be having warranty of three years as described in the tender document elsewhere. The warranty and **CMC** shall cover all the spare parts for total 10 years (warranty 3 years and **CMC** 7 years). The manufacturer shall supply of spares, consumables for at least two years after the contract period of ten years is over. The successful bidder has to ensure that all the required spares and services are available during the period of CMC and 2 years after the contract period of ten years.
	e)	The equipment should be provided with one hard copy in original of the detailed service manual and operation manual. Further, a soft copy is also required.
	f)	The equipment must be tropicalized as below: Operating room temperature: upto 40° C Storage room temperature: upto 60º C Relative Humidity: upto 90% Non-condensing
	g)	Among the other things, the responsiveness of the bid will be based on successful demonstration of the offered model of the equipment to BMC officials as mentioned elsewhere in the tender specifications.
	h)	The bidder has to submit users list with address & contact telephone number/s.
	i)	Prospective tenderers should have a full-fledged and well-established service centre in Mumbai with engineers qualified in servicing of **video bronchoscope (Adult and pediatric) System**. Please provide details of the same in Annexure

SECTION 9 : BILL OF QUANTITY/ ITEM DATA

Item. No.	Description	Quantity	Rate per unit (Including taxes & duties) in INR	Total Amount
Item A	SITC of **video bronchoscope (Adult and pediatric) System** along with standard accessories with 3 years warranty period as per tender specifications	1 No		
Item B	Set of Accessories to be supplied along with Machine (As mentioned under 7A)	1 No		
Item C	**Consumables. (Rates to be freezed for 10 years)**			
1	Cytology Brush (set of 10).	1 set		
2	Biopsy Forceps (set of 10)	1 set		
3	Needle aspiration (set of 10)	1 set		
4	Foreign Body grasping forceps	1 no.		
5	Serrated edge (alligator), smooth edge with fenestrated or unfenestrated cups and 'spiked' (needle between the cups).	1 no.		
6	Channel cleaning Brush.	1 no.		
7	Dormia Basket	1 no.		
8	Mouth Guard	1 no.		
9	Alligator Forcesps	1 no.		
10	Talon Foreign Body Forceps	1 no.		
11	Progressive Balloon Dilators	1 no.		
12	Extraction Ballon	1 no.		
13	Suction claening adapter	1 no.		
14	Channel cleaning opening brush	1 no.		
15	Leakage Tester	1 no.		
	Total amount in word:-			
NOTE :	**Bidder shall carry out CMC for 7 years after the completion of warranty period of 3 years at the rate of 5 % of equipment cost per year on Item A only.** **CMC rates will be fixed for 7 years.** **Bidder shall quote the rate of consumables as basic rate excluding taxes.**			

Check list of Documents to be uploaded in Technical Packet as per the order given below.

Sr. No	Description of Document	Whether uploaded or not
1.	Scan copy of the Demand Draft towards the Earnest Money Deposit (EMD) and Tender Fee in Technical Packet envelope	
2.	Annexure – 1 Particulars of the Tenderer	
3.	Annexure – 2 Form of undertaking of Mandatory Conditions	
4.	Annexure -3 Undertaking to be signed by the Tenderer	
5.	Annexure -3A-Tri party agreement.	
6.	Annexure-4 PRO-FORMA for uploading details of EMD, Annexure-3	
7.	Annexure -5 Technical Offer	
8.	Annexure -7 Consumables.	
9.	Annexure -7A List of Consumables Set	
10.	Annexure -8 Comparison of tender specification v/s equipment specification	
11.	Annexure -9A/9B/9C Pro-forma for Authorization letter/Certificate.	
12.	Annexure-10 Experience Certificate	
13.	Annexure-11-Authorization letter for attending tender opening.	
14.	Annexure -12 Contract Agreement form (Performa for Article of Agreement)	
15.	Annexure-13 Details of Litigation History	
16.	Annexure-14 Pact of Integrity	
17.	Annexure-15 Internal Grievance Redressal Mechanism	
18.	Annexure-16 Details CE/US FDA certificate	
19.	Signed copy of Tender Document (Schedule of Specifications, Mandatory Conditions)	
20.	Firm/Company/ Sanstha Registration Certificates	
21.	Partnership deed	
22.	Solvency Certificate	
23.	C.A.'s certificate for turnover of the tenderer	
24.	Pan Card with Photograph.(Only for Indian Bidder)	
25.	GST registration Certificate. (Only for Indian Bidder)	
26.	Import / Export license issued by competent authority	
27.	Valid Registration Certificate under EPF & M Act 1952	

28.	Valid Registration Certificate under ESIC Act 1948.	
29.	Power of Attorney to sign the tender to be registered with C.A.(BMC)	
30.	CDSCO license issued by competent authority	
31.	Copy of valid CE certificate as mentioned in General Conditions (Technical specifications) of the tender.	
32.	Copy of valid USFDA approval as mentioned in General Conditions (Technical specifications) of the tender.	
33.	Technical brochure of quoted model	
34.	Annexure A - Irrevocable Undertaking on Rs. 500/- Stamp paper	
35.	Annexure-B – GST Details	
36.	Valid Registration certificate of MSME	

Full Signature of the tenderer with Official Seal & Address

ANNEXURE -1
Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

Particulars about the tenderer- (Specimen copy)
(To be uploaded in Technical Packet)

Date:-……...

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

1. Name & Address of the tenderer. (With BMC Vendor Code if available)
2. Address of service Center.
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 (With BMC Vendor Code if available)

   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 of manufacturer
   c. Mumbai Office address with Telephone Number of manufacturer.
   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 equipment is given below.

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

7. Total annual turnover in the last Financial Year of tenderer.
8. Is the tenderer registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
   a. If so, furnish photo state copy of Certificate of Registration.
   b. In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
   c. In case of Proprietorship / Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).
   d. Ownership status of the Firm. (Maharashtra Govt./ Other state Govt./ Central

Govt./ Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company).

e. For Micro, Small and Medium Enterprises registered under MSMED Act,2006 :- Valid MSME Certificate should be uploaded

9. Whether tender is Indian/Foreign Manufacturer (State your category and upload document to this effect in 9 A formats.)

10. Whether tenderer is the 100% Indian subsidiary of foreign manufacturer/ Subsidiary of principle Foreign Manufacturer registered in India / sister concern of Foreign manufacturer /Associate of Foreign manufacturer /joint venture of Foreign manufacturer/ affiliate of foreign manufacturer –all dully registered in India (State your category and upload document to this effect issued by Foreign Manufacturer in 9 B format)
11. Whether tenderer is Distributor /Dealer / Importer /Traders/agent of foreign manufacturer (State your category and upload document to this effect issued by Foreign Manufacturer in 9 C format)
12. Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.
13. Location of other manufacturing works / factories owned by the firm (if any)
14. a) Name of equipment manufacturer(Make)-

    b) Model quoted for the said tender:

    c) Manufacturing place/Country of the equipment quoted for this tender:

    d) Place of supply from where the machine/equipment is to be supplied to BMC:

15. County of Origin

16. Port of Shipment

17. Bank details of tenderer.

List of Equipment for video bronchoscope (Adult and pediatric) System							
Sr. No.	**Description of Item**	**Name of Manufacturer**	**Make**	**Model**	**Manufacturing place**	**country of origin**	**shipment**
1	**video bronchoscope (Adult and pediatric) System**						

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

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

Full Signature of the tenderer with
Official Seal & Address
Contact No:
Email ID

Note- Annexure-1 shall be uploaded on letter head of bidders

ANNEXURE -2
Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

Tender Form
(To be uploaded in Technical Packet)

To,

The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

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

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

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

3.

a) I/ We have paid the Tender fees in the form of Demand Draft bearing no. _____from (Bank name)_____for INR…… and we are aware that tender fee is not refundable

OR

I/We are registered manufacture/supplier under Micro, Small and Medium Enterprises under MSMED Act, 2006 and uploaded valid MSME Certificate.

b) I/ We have paid the Earnest Money Deposit (E.M.D.) in the form of Demand Draft bearing no. _____from __(Bank name)_____for INR…… and we are aware that this EMD shall not bear any interest till it is with BMC.

OR

b) I/We are registered manufacture/supplier under Micro, Small and Medium Enterprises under MSMED Act, 2006 and uploaded valid MSME Certificate.

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

5. I/We hereby further agree to execute agreement in the prescribed pro-forma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.

6. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.

7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit (Annexure-3) on the stamp paper of Rs.500/- (Rupees Two Hundred only) with regards to agreeing to the terms and conditions in corporate in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

……

……

……

……

Full Signature of the tenderer with

Official Seal and Address.

. ……

. ……

. ……

.

……

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
Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

Undertaking to be signed by the tenderer
(To be uploaded in Technical Packet)
AFFIDAVIT

To
The Municipal Commissioner
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 Tender form and agreed to by me/us give the following undertaking.

1. "I/We ..... do hereby offer to.....referred to in the specifications and schedule to the accompanying form of Contract at the rates entered in the schedule of rates sent herewith and signed by me/us" (strike out the portions which are not applicable)

2. I/We .....do hereby state and declare that I/we, whose names are given hereinbelow in detail with the addresses, have not filled in this tender under any other name or under the name of any after establishment/ firm or otherwise, nor are we in any way related or concerned with the establishment/ firm or any other person, who have filled in the tender for the aforesaid work.
3. I/We .....have filled in the accompanying tender with full knowledge of liabilities and, therefore, we will not raise any objection or dispute in any manner relating to any action/ including forfeiture of deposit blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this tender.
4. I/We .....further agree and undertake that in the event it is revealed subsequently after the allotment of work / contract to me/us, that any information given by me /us in this tender it false or incorrect. I/we shall compensate the 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/We .....hereby confirm that I/We will be able to carry out and reply entered by me/us at the quoted rates as per specifications/ drawings indicated in the tender after compliance of all the required formalities within the specified time.

6. I/We ..... do hereby undertake that we have entered the best price for the subject reply as for the present market rates and that

I/we have not entered less price for the subject reply in any other outside agencies including Govt./Semi Govt. agencies and within BMC 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 e-tender/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 e-tender open as aforesaid,
    b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
    c) I / We do not commence the supply on or before the date specified by officer/ engineer in his work order/indent.

    d)I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.

11. I/We…… hereby further state and declare that I/We are
    - not declared insolvent any time in the past.
    - not debarred/ black listed by either BMC / central Govt. / state Govt. / Public sector under-taking/any other Local body from start date of tender notice.
    - not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.

12. I / we .....do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in BMC 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 tender by BMC shall constitute a binding contract between me / us and BMC
14. I/we .....further confirm that the information/document submitted by me regarding GST No. (If applicable) is true and correct as per record of GST Department and in the event if it is revealed subsequently after opening of

tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for BMC for 10 years.

15. I/We,_____ who are proven and reputable manufacturer of_____(Name & description of the goods offered in the tender)_____ having factories at_____(address of manufacturing place)____, 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/ Laborers 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 / Laborers 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 of principle manufacturer) submit offer and commit, sign, finalize and execute order on our behalf. I/We will be directly responsible for all the tender related issues including quality and quantity of the supply. I/We shall supply equipment and raise the bill directly. I/ We certify for adequacy of technical expertise of the product offered and we will give back up support towards supply, spare parts, technical updates and services during warranty, Annual / Comprehensive Maintenance Contract as applicable.

Or

I/ We _____hereby certify that M/s_____(Name of 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 M/s_____(Name and address of principle manufacturer)_____ are authorized to submit offer and commit, sign finalize and execute order on our behalf is responsible for sales promotions of our entire range of the products in India. I/We will be directly responsible for all the tender related issues including quality and quantity of the supply. I/We shall supply equipment and raise the bill directly. I/ We certify for adequacy of technical expertise of the product offer by M/s___(Name and Address of bidder)_____ 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 of bidder)_____ who Distributor /Dealer / Importer /Traders/agent appointed by M/s_____(Name and address of principle manufacturer)_____ are authorized to submit offer and commit, sign finalize and execute order on our behalf and is

responsible for sales promotions of our entire range of the products in India. I/We will be directly responsible for all the tender related issues including quality and quantity of the supply. I/We shall supply equipment and raise the bill directly. I/ We certify for adequacy of technical expertise of the product offer by M/s _____(Name and Address of bidder)_____ and we will give back up support towards supply, spare parts, technical updates and services during warranty, Annual / Comprehensive Maintenance Contract as applicable.

19. "I/We do hereby further undertake that, we have offered the best prices for the subject supply work as per the present market rates**. Further, we do hereby undertake and commit that we have not offered/supplied the subject product / similar product / systems or sub systems in the past I year in the Maharashtra or any other State of India for quantity variation up to -50% or +10%, at a price lower than that offered in the present Tender in respect of any other Ministry / Department of the government of India or PSU or BMC also.** Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.
I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/ contract to me/us that any information given by me/us in this tender is false or incorrect, I/We shall compensate the 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 Tender documents.

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

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

registered in India /joint venture of Foreign manufacturer duly registered in India / affiliate of Foreign manufacturer duly registered in India

OR

Distributor /Dealer / Importer /Traders/agent **of foreign Manufacturer**

(Office Stamp)

WITNESS:

(1) Full Name ……

And Address …….

……

Signature ……...

(2) Full Name ……

And Address ……. ……

……

Signature ……

Note:-To be filled in and signed by the tenderer and to be submitted on non judicial paper of Rs.500/-duly notarized by Notary Public / First Class Magistrate.) or Equivalent document.

ANNEXURE – 3-A
Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

(To be uploaded in Technical Packet)
(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 the ……..day of …….., Two Thousand ……. between **BMC,** having its registered office at CST, MUMBAI hereinafter referred to as the PURCHASER (1ST Party) and **M/s.** (Name and address of Distributor/Dealer/ Importer/trader/ agent of foreign manufacturer), 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** (Name and address of foreign manufacturer) (3rd Party as Principle).

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

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

Purchaser will be given 5% bank guarantee by the Manufacturer/ Distributor /Dealer / Importer /Traders/agent for foreign Manufacturer towards the performance of the supplied equipment for the product life cycle (3yrs warranty plus 7 years CMC/AMC) (10 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 (Excluding GST)

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 Letter of Acceptance 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. 3 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 7 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 7 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 TENDER terms and conditions, the entire responsibility to execute the CMC/AMC will be on the Principle Manufacturer/OEM at the quoted cost only.

g) Principle manufacturer will validate authorization till completion of contract period to appointed distributor/ dealer/ Importer/Trader/ Agent. In case the Principle Manufacturer wish to change the Distributor /Dealer / Importer /Traders/agent, it will be the sole responsibility of the Principle Manufacturer/OEM to complete contractual process by providing Annexure 1, Annexure 3A and Annexure 9C along with tender document, BG, Legal stationary charges, contract Agreement 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. before terminating previous Distributor /Dealer / Importer /Traders/agent. 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 10 years which will be the responsibility of the Principle Company.

h) The responsibility of supply, installation, testing and commissioning of medical equipment along with 3 years warranty and 7 years Comprehensive Maintenance Contract / Annual Maintenance Contract (As applicable) shall be of Manufacturer and Distributor /Dealer / Importer /Traders/agent **JOINTLY AS WELL AS SEVERALLY**.

i) No advance payment will be made to the supplier on a/c of CMC/AMC rather; the payment of AMC/CMC of the medical equipment shall be made on six monthly basis subject to satisfactory completion of maintenance and servicing activities. In case of no Breakdown, failure in providing Quarterly Preventive Maintenance service will lead to 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 GST 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 BMC / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
- not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.

Settlement of Disputes: It is incumbent upon the supplier/Principle OEM to avoid litigation and disputes during the course of the execution. However, if such disputes take place between the contractor and the 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:
Contact No.
E-mail ID:

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

Signature_____
Name:
Designation:
Address:

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

Signature_____
Name:-
Designation :
Address:
Contact No.
E-mail ID:

IN THE PRESENCE OF (WITNESS)

Signature

Name:

Address:

Signature

Name:

Address:

ANNEXURE -4

Tender No. Dy. Ch. E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

PRO-FORMA for uploading details of EMD and Tender fee
(To be uploaded in Technical Packet)

1	Name of Tenderer			
2	Name of Supply			
3	Department		Central Purchase Department	
4	Bid No.			
5	Due Date			
6		**Details**	**E.M.D.**	**Tender fee**
	a	Amount Rs.		
	b	Demand Draft No.		
	c	Date		
	d	Bank Details		
	e	IFSC Code		

Full Signature of the tenderer

with Official Seal & Address

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

ANNEXURE -5

Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

(To be uploaded in Technical Packet)

Item No.	Description of the Items	Quantity
Item "A"	SITC of **Video Bronchoscope (Adult & Pediatric) System** along with standard accessories with 3 years warranty period as per tender specifications	01 No.
Make		
Model		
Item "B"	Set Accessories to be supplied along with Machine (As mentioned under 7A)	01 No
Item "C"	**Consumables. (Rates to be freezed for 10 years)**	
1	Cytology Brush (set of 10).	1 set
2	Biopsy Forceps (set of 10)	1 set
3	Needle aspiration (set of 10)	1 set
4	Foreign Body grasping forceps	1 no.
5	Serrated edge (alligator), smooth edge with fenestrated or unfenestrated cups and 'spiked' (needle between the cups).	1 no.
6	Channel cleaning Brush.	1 no.
7	Dormia Basket	1 no.
8	Mouth Guard	1 no.
9	Alligator Forcesps	1 no.
10	Talon Foreign Body Forceps	1 no.
11	Progressive Balloon Dilators	1 no.
12	Extraction Ballon	1 no.
13	Suction cleaning adapter	1 no.
14	Channel cleaning opening brush	1 no.
15	Leakage Tester	1 no.
Scope of Supply	As per tender technical specification	
	Bidder shall carry out CMC for 7 years after the completion of warranty period of 3 years at the rate of 5 % of equipment cost per year on Item A only. **CMC rates will be fixed for 7 years.** **Bidder shall quote the rate of consumables as basic rate excluding taxes.**	

<u>Note</u>: **1) Price should NOT be quoted in this Annexure**

2) Scope of Supply:- Bidder shall clearly mention list of all items supplies at the time of delivery in scope of supply Including standard, essential accessories and Local brands/supply of external monitor /cameras/computers/external cable, accessories etc as applicable if any along with make and model.

3) Detailed Service Manual shall be provided with the Equipment.

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE – 7
Tender No. Dy.Ch.E./CPD/23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

(List Of Consumables to be freezed for 10 years)
(To be uploaded in Technical Packet)

Item	**Items Description in Commercial Bid for single unit**	**Descripti on of the Items**	**Original Equipment Manufacturer/ Proprietary**	**Open (other make allowed)/ General**	**Remark Disposable / Reusable (No of cycles)**
1	**2**	**3**	**4**	**5**	
1	Cytology Brush (set of 10).	1 set			
2	Biopsy Forceps (set of 10)	1 set			
3	Needle aspiration (set of 10)	1 set			
4	Foreign Body grasping forceps	1 no.			
5	Serrated edge (alligator), smooth edge with fenestrated or unfenestrated cups and 'spiked' (needle between the cups).	1 no.			
6	Channel cleaning Brush.	1 no.			
7	Dormia Basket	1 no.			
8	Mouth Guard	1 no.			
9	Alligator Forcesps	1 no.			
10	Talon Foreign Body Forceps	1 no.			
11	Progressive Balloon Dilators	1 no.			
12	Extraction Ballon	1 no.			
13	Suction claening adapter	1 no.			
14	Channel cleaning opening brush	1 no.			
15	Leakage Tester	1 no.			

Bidder shall clearly mention the type of consumables/accesspries mentioned above i.e. OEM/Proprietary or Open/General with 'Yes' or 'No' comment against each consumables.
Any additional consumables other than these shall be covered under warranty & CMC.
The rate quoted for consumables shall be freezed for 10 years, shall be considered for evaluation.

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE -7A
Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2025-26
GeM ID : GEM/2026/B/8080282

(List of Accessories set)
(To be uploaded in Technical Packet)

Item	**Items Description in Commercial Bid for single unit**	**Description of the Items**	**Original Equipment Manufacturer/ Proprietary**	**Open (other make allowed)/ General**	**Remark Disposable / Reusable (No of cycles)**
1	**2**	**3**	**4**	**5**	
1	Cytology Brush (set of 10).	1 set			
2	Biopsy Forceps (set of 10)	1 set			
3	Needle aspiration (set of 10)	1 set			
4	Foreign Body grasping forceps	2 nos.			
5	Serrated edge (alligator), smooth edge with fenestrated or unfenestrated cups and 'spiked' (needle between the cups).	1 no.			
6	Channel cleaning Brush.	1 no.			
7	Dormia Basket	1 no.			
8	Mouth Guard	1 no.			
9	Alligator Forcesps	1 no.			
10	Talon Foreign Body Forceps	1 no.			
11	Progressive Balloon Dilators	1 no.			
12	Extraction Ballon	1 no.			
13	Suction claening adapter	1 no.			
14	Channel cleaning opening brush	1 no.			
15	Leakage Tester	1 no.			

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

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

These Accessories set are to be supplied along with the machine as per specifications.

The rates to be quoted in the item data for **Accessories will not be considered for CMC**

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE -8
Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

(To be uploaded in Technical Packet)

COMPARISION OF TENDER SPECIFICATION V/S EQUIPMENT SPECIFICATION

Tenderer should submit information in the following proforma.

1.Scan copy of original Technical Brochure's for quoted model and all other allied equipment's having technical specifications shall be uploaded. Scan copy of original Technical Brochure's for quoted model shall be signed and stamped by Original Equipment manufacturer.

2.The reference number asked in column(4) shall be specific to technical particulars asked in column(3). Vague answers such as "we comply", "same as', "at the time of DEMO" etc will not be accepted.

(To be uploaded in Packet B)

Sr. No.	**Description**	**Technical particulars/Description of offered Equipment/Model (To be Filled by Bidder)**	**Catalogue /Brochure/Document Reference No.(Page no./Item no.) (To be Filled by Bidder)**
A	Name of Equipment		
B	Name of Manufacturer		
C	Model of Equipment		
TECHNICAL SPECIFICATION VIDEO BRONCHOSCOPE (ADULT AND PEDIATRIC) SYSTEM (1 NO)			
The video bronchoscope system should contain bronchoscope, a light source and video system (video processor), The specifications for **video bronchoscope (Adult and pediatric) System** are as follows:			
A.	**Optical system:-**		
1.	Field of view	At least 120°	
2.	Direction of view	Forward looking	

	3.	Depth of field	3-100mm.		
	4.	Image quality	HDTV		
	5.	Provision	At least 4 remote switches On body of scope. **HD** CCD chip on the tip of the scope inbuilt.		
B.	**Insertion section:-**				
	1.	Distal end outer diameter	Minimum **5.8 mm – 6.5 mm.**		
	2.	Insertion tube outer diameter	Minimum 6 mm.		
	3.	Working length	At least 600 mm.		
	4.	Insertion tube rotation function	Should be present.		
C.	**Instrument channel:-**				
	1.	Channel inner diameter	2.8mm and above.		
	2.	Minimum visible distance	Minimum 3.0 mm from the distal end.		
	3.	Electro – cautery instrument compatibility.	Should be present.		
	4.	Bending section (angulation range)	Minimum Up – 180 ° Minimum Down – 130 °		
	5.	Laser compatibility should be present.	Nd. YAG, 810 nm diode		
	6.	Compatibility	Compatibility- Video system centre & Xenon/ light source should be present.		
	7.	Narrow band imaging.	Should be present.		
	8.	Electronic magnification	1.2 X to 1.5X		
	9.	Waterproof connector	Should be present.		
The specifications for the **light source** are as follows:					
A.	Power supply:				
	1.	Voltage	100 – 240V AC		
	2.	Voltage fluctuation	Within +/- 10%		
	3.	Frequency	50/60 Hz.		

	4.	Consumption of electric power	600 VA		
B.	Lamp :				
	1.	Examination lamp	Xenon 300 W / light source.		
	2.	Average lamp life	Approximately 500 hours of continuous use.		
The specifications for **video system (video processor)** are					
1)	Power supply				
	1.	Voltage (voltage fluctuation)	220 – 240V AC (within =/- 10%)		
	2.	Fequency (frequency fluctuation)	50/60 Hz (within !/- 1%)		
	3.	Current consumption	150 VA		
	4.	**HD Imaging Compatible**			
	5.	**Processor should have HD, DVI, HDI, SDI output**			
2)	**Medical Grade Monitor** : Minimum **24 inch.**				
	A)	Video input	Compatible with Video Processor.		
	B)	Video Output	Y/C, Composite , **HDI/HD-DVI/SDI**		
	C)	User interface	Keyboard.		
3)	Carrying Case				
4)	Supporting accessories (Price Inclusive):				
	a)	Cytology Brush (set of 10).			
	b)	Biopsy Forceps (set of 10)			
	c)	Needle aspiration (set of 10)			
	d)	Foreign Body grasping forceps (two)			
	e)	Serrated edge (alligator), smooth edge with fenestrated or unfenestrated cups and ‘spiked’ (needle between the cups).			
	f)	Channel cleaning Brush			
5)	Suction cleaning Adapter.				
6)	Channel cleaning opening Brush				
7)	Leakage Tester				

8)	Laptop with following specifications with antivirus.			
	Minimum 1TB Memory (HOD).			
	Minimum 8 GB Ram.			
	Minimum i5 processor			
	Operating Software compatible with Bronchoscopy Software with compatible			
	USBs CD/DVD writer.			
9)	Licensed Software compatible for Bronchoscopy with NBI & HD vision which should be able to record videos and images and store data.			
10)	Colour Laser printer for providing image print out.			
11)	Compatible Metal Trolley to accommodate mentioned systems with Electrical Extension Board.			
12)	Training to MEC Engineers to be provided.			
13)	It should follow International Safety requirements			
14)	**General Terms and Conditions:-**			
	a)	All the above equipment shall be new and manufactured from virgin materials. All the requirements of this supply shall be necessary sourced from the original equipment manufacturer of the model quoted which shall not be necessary sourced from the original equipment manufacturer of the model quoted but should be compatible with the quoted model. In case the machine is 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).		
	b)	Equipment shall operate on 230 V, single phase, 50 Hz electric supply. The necessary protective relaying / circuitry shall be there with the machines. The mains supply voltage variation may be max.±10% and frequency variation maximum ±3 %.		
	c)	i) The quoted equipment shall be CE certified (under MDD/MDR) along with declaration of conformity or US FDA documentary evidence to that effect shall be uploaded. ii) Manufacturer/ bidder shall have valid CDSCO-manufacturer/ import license and copy of same shall be uploaded in the bid. Bidders are requested to go through the CE / US		

		FDA policy document for submission of CE and US FDA approvals as mentioned elsewhere in tender document.		
	d)	The equipment shall be having warranty of three years as described in the tender document elsewhere. The warranty and **CMC** shall cover all the spare parts for total 10 years (warranty 3 years and **CMC** 7 years). The manufacturer shall supply of spares, consumables for at least two years after the contract period of ten years is over. The successful bidder has to ensure that all the required spares and services are available during the period of CMC and 2 years after the contract period of ten years.		
	e)	The equipment should be provided with one hard copy in original of the detailed service manual and operation manual. Further, a soft copy is also required.		
	f)	The equipment must be tropicalized as below: Operating room temperature: upto 40° C Storage room temperature: upto 60º C Relative Humidity: upto 90% Non- condensing		
	g)	Among the other things, the responsiveness of the bid will be based on successful demonstration of the offered model of the equipment to BMC officials as mentioned elsewhere in the tender specifications.		
	h)	The bidder has to submit users list with address & contact telephone number/s.		
	i)	Prospective tenderers should have a full-fledged and well-established service centre in Mumbai with engineers qualified in servicing of **Video Bronchoscope (Adult & Pediatric) System**. Please provide details of the same in Annexure		

Note:-The quoted product shall be available on the current official website of the manufacturer and the website link/ web address shall be provided in Annexure- 8

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

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

Full Signature of the tenderer
with Official Seal & Address

ANNEXURE-9A
Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

PRO-FORMA FOR MANUFACTURER'S LETTER
(If tender is submitted by Indian manufacturer)

(To be uploaded in Technical Packet)

To,
Municipal Commissioner,
BMC Mumbai.

Sir,

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

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

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

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

Yours faithfully

(Signature with Date, Name, & designation and stamp.)
of manufacturer i.e. M/s. _____
E-mail ID
Contact Details:

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

ANNEXURE-9B

Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

PRO-FORMA FOR MANUFACTURER'S LETTER

(If tender is submitted by 100% subsidiary/ subsidiary of Principle foreign manufacturer /sister concern/associate/affiliate/joint venture of foreign manufacturer)

(To be uploaded in Technical Packet)

To,
Municipal Commissioner,
BMC Mumbai.
Sir,
Reference: - Your E-Tender Document No. _____ dated _____.

I/ We ___(Name and address of foreign manufacturer)____ who are an established and reputed manufacturer of (name of medical equipment) having factory/factories at _____, hereby state that we have (name of medical equipment) manufacturing unit/units as per tender condition.
Our 100% Indian subsidiary /subsidiary of Principle foreign manufacturer /sister concern/associate/affiliate/joint venture- registered in India (In case of Foreign Manufacturer only) are submitting this tender against your requirement as contained in the above referred tender document for the above materials. We hereby agree to manufacture the (name of medical equipment) as per the tender specification.
I/We state that the price quoted by M/s _____ Our 100% Indian subsidiary / subsidiary of Principle foreign manufacturer /sister concern/associate/affiliate/joint venture- registered in India for this tender is reasonable and not higher than what we would have quoted, had we participated in this tender.
Also I/we declare that our manufacturing unit has output of _____ units /year and during previous five years manufactured ____ units, year wise breakup is as follows.

1._____

2. _____

3._____

4._____

5._____

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

Yours faithfully

(Signature with Date, Name, & designation and stamp.)
of manufacturer i.e. M/s. _____
E-mail ID
Contact Details:

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

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

ANNEXURE-9C
Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

PRO-FORMA FOR MANUFACTURER'S LETTER

(If tender is submitted by Distributor /Dealer / Importer /Traders/agent of foreign manufacturer)

(To be uploaded in Technical Packet)

To,
Municipal Commissioner,
BMC Mumbai.

Sir,

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

I/ We, ____(Name and address of foreign manufacturer)_____ who are an established and reputed manufacturer of (name of medical equipment) having factory/factories at _____, hereby state that we have (name of medical equipment) manufacturing unit/units as per tender condition.
I/We ourselves hereby certify that M/s _____ Distributor /Dealer / Importer /Traders/agent appointed by us are submitting this tender against your requirement as contained in the above referred tender document for the above materials. We hereby agree to manufacture the (name of medical equipment) as per the tender specification.

I/We state that the price quoted by M/s _____ Distributor /Dealer / Importer /Traders/agent appointed by us in India for this tender is reasonable and not higher than what we would have quoted, had we participated in this tender.
Also I/we declare that our manufacturing unit has output of _____ units /year and during previous five years manufactured ____ units, year wise breakup is as follows.
1._____
2. _____
3._____
4._____
5._____
We also hereby extend our full warranty, Annual Maintenance Contract, Comprehensive Maintenance Contract as applicable for the goods and services offered for supply of medical equipment against this tender document.

Yours faithfully

(Signature with Date, Name, & designation and stamp.)
of manufacturer i.e. M/s. _____
E-mail ID
Contact Details:

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

ANNEXURE -10
Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

(To be uploaded in Technical Packet)

EXPERIENCE CERTIFICATE

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

Signature and designation of the
Authorized officer issuing certificate
Contact details :
E-mail ID:

NOTE: 1) Experience Certificate in respect of supply of a _____

unit to State Government / Central Government or their undertaking / Semi Government Bodies / Local bodies / Large Corporate hospitals - more than 200 beds (without disclosing rates therein) should be supplied in the above mentioned format.

2) The above mentioned certificates which must be valid and current on the due

date should be uploaded.

3) Experience Certificate should be in the name of Bidder or Manufacturer or their other distributors Scanned copies shall be uploaded in the Technical Packet.

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

PROFORMA FOR Statement of experience Certificate

(For the period of last five years)

Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

(To be uploaded in Technical Packet)

Tender Reference No. :_____

Date of Opening : _____

Time : _____

Name & Address of the Tenderer: _____

Name & Address of manufacturer: _____

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

Signature & seal of the Tenderer

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

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

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

ANNEXURE -11

Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

(To be uploaded in Technical Packet)

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

To,

The Municipal Commissioner,
BMC

Subject: Tender No. _____due on

Sir,

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

Yours faithfully,

Signature and seal of the tenderer

Specimen Signature of representative

Note:- Photo ID of Representative is compulsory

ANNEXURE – 12

CONTRACT AGREEMENT FORM

Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

(To be uploaded in Technical Packet)

Tender / Quotation dated …….20……

Standing Committee Resolution No_____ Dated_____/Mayor's/ Addl. Municipal Commissioner's/DMC's Sanction No. _____ Dated_____

CONTRACT FOR THE WORK ……..
……

This agreement made this day of …... …… ……. ……

Two thousand ……..... Between

…….

…….

Inhabitants of Mumbai, carrying on business at …….. …… ……

……..

In Bombay under the style and name of Messrs ……. "the contractor of the one part and Shri. …….

The Dy. Municipal Commissioner (CPD) (hereinafter called "the commissioner" in which expression are included unless the inclusion is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of Dy. Municipal Commissioner (CPD) of the second part and the Brihanmumbai Mahanagarpalika (hereinafter called "the Corporation") of the third part, WHEREAS the contractor has tendered for the construction, completion and maintenance of the works described above and his tender has been accepted by the Commissioner with the approval of the ***Standing Committee /Mayor's/ Addl. Municipal Commissioner's/DMC's*** of the Corporation.

NOW THIS AGREEMENT WITNESSETH as follows:-

1) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General conditions of Contract for works hereinafter referred to:-
2) ***The following documents shall be considered an integral part of the contract, irrespective of whether these are not appended / referred to in it.***
    1) ***Letter of Acceptance***
    2) ***The Contractor's Bid***
    3) ***Addendum to Bid, if any***
    4) ***Tender Document including***
        a) The Bill of Quantities / Price Packet
        b) The specifications
        c) The General conditions of Contract
        d) The Special conditions of Contract
    5) ***Final written submissions made by the contractor during negotiations, if any***
    6) ***All correspondence documents between bidder and BMC.***
    7) ***Integrity Pact***

3) In consideration of the payments to be made by the Commissioner to the contractor as hereinafter mentioned the contractor hereby covenants with the Commissioner to supply, installation, Testing, Commissioning and CMC in conformity in all respects with the provision of the contract.
4) The Commissioner hereby covenants to pay to the Contractor in consideration of the supply, installation, Testing, Commissioning and CMC, the contract sum, at times and in the manner prescribed by the contract.

IN WITNESS WHERE OF the parties hereto have caused their respective common seals to be herein to affixed (or have hereunto set their respective hands and seals) the day and year above written.

SIGNED, SEALED AND DELIVERED
By_____
Of_____
In the presence of
1)_____
2)_____ ***CONTRACTOR***
SIGNED, SEALED AND DELIVERED
By_____
D.M.C.(C.P.D.) in the presence of
1)_____
2)_____ ***D.M.C.(C.P.D.)***

The Common Seal of the the Brihanmumbai Municipal
Corporation 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 Brihanmumbai Municipal Corporation
Witness_____
Municipal Secretary_____
_____
Contract examined with the Tender and Resolution of the Standing Committee No._____ of _____ and found correct.

ANNEXURE – 13
Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

(To be uploaded in Technical Packet)

DETAILS OF LITIGATION HISTORY

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

Or

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

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

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

Full Signature of the tenderer with Official Seal and Address

(The above undertaking shall be submitted by the bidder on Rs 500/- stamp paper)

ANNEXURE – 14

Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27

GeM ID : GEM/2026/B/8080282

(To be uploaded in Technical Packet)
FORM OF INTEGRITY PACT

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

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

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

NOW, THEREFORE

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

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

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

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

1. COMMITMENTS OF THE BMC

1.1 BMC commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipment / services at a competitive prices in

conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.

1.2 The BMC undertakes that no employee of the BMC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.3 BMC will during tender process treat all service providers with equity and reason. The BMC before and during tender process provide to all service providers the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.

1.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the BMC with full and verifiable facts and the same is prima facie found to be correct by the Brihanmumbai Municipal Corporation, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BMC the proceedings under the contract would not be stalled.

2. COMMITMENTS OF THE SERVICE PROVIDERS / CONTRACTORS

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

2.2 The Service providers will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process or to any BMC person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BMC for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with BMC.

2.4 The Service providers/ Contractors will not enter with other service providers into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.5 The Service providers / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the service providers will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by BMC as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.

2.6 The Service providers/ Contractors of foreign origin shall disclose the names and addresses of agents /representatives in India, if any, and Indian bidder shall disclose their foreign principles or associates.

2.7 The Bidder shall not lend to or borrow any money from or enter into any monitory dealings or transactions, directly or indirectly, with any employee of the BMC.

2.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with BMC.

2.9 The Bidder will promptly inform the Independent External Monitor (of BMC) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in BMC

2.10 The Service providers / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.

2.11 The Service providers / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the BMC or his relatives.

2.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.13 The Service providers / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.

2.14 The service providers / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. PREVIOUS TRANSGRESSION

3.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any other company in any country or with Public Sector Enterprises in India in respect of any corrupt practices envisaged hereunder that could justify BIDDER's exclusion from the tender process.

3.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

4. DISQUALIFICATION FROM TENDER PROCESS AND

EXCLUSION FROM FUTURE CONTRACTS

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

4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Service providers would continue.

4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BMC and BMC shall not be required to assign any reasons therefore.

4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.

4.5 If any outstanding payment is due to the Bidder from BMC in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by BMC along with interest.

4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the BMC resulting from such cancellation / rescission and the BMC shall be entitled to deduct the amount so payable from the money due to the Bidder.

4.8 Forfeiture of Performance Bond in case of a decision by the BMC to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.

4.9 The decision of BMC to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.

4.10 The Bidder accepts and undertakes to respect and uphold the absolute right of BMC to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.

4.11 To debar the Service providers/ Contractors from participating in future bidding process of BMC for a minimum period of three years.

4.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

5. FALL CLAUSE

5.1 The Bidder undertakes that it has not quoted similar medicines/medical devices and medical consumables / products / systems or subsystems in the past 1 year in the Maharashtra or any other State of India for quantity variation up to -50% or +10%, at a price lower than that offered in the present Tender in respect of any other Ministry / Department of the government of India or PSU or BMC and if it is found at any stage that similar products / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or BMC at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the bidder from BMC.

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

6.1 The BMC appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.

6.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.

6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.

6.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.

6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor with confidentiality.

6.6 The BMC will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.

6.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.

6.8 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by BMC/ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.

6.9 The word "IEM" would include both singular and plural.

6.10 Bothe parties accept, that the recommendation of IEM would be in the nature of advise and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.

7. VALIDITY OF THE PACT

7.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of both the BMC and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

7.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the Municipal Commissioner / Additional Municipal Commissioner of the BMC.

8. FACILITATION OF INVESTIGATION

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

9. MISCELLANEOUS

9.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the BMC i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

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

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

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

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

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

(The above undertaking shall be submitted by the bidder on Rs 500/- stamp paper)

ANNEXURE – 15
Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

(To be uploaded in Technical Packet)

INTERNAL GRIEVANCE REDRESSAL MECHANISM

BMC has formed a Grievance Redressal Mechanism for redressal of bidder's grievances. Any Bidder or prospective Bidder aggrieved by any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, in Technical Packet &Commercial / Financial Packet can make an application for review of decision of responsiveness Technical Packet & Commercial / Financial Packet within a period of 7 days or any such other period, as may be specified in the Bid document.

While making such an application to procuring entity for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

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

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

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

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

1" Appeal by the bidder against the decision of C.E/ HOD/ Dean can be made to concerned DMC/Director who should decide appeal in 7 days.

If not satisfied, 2 Appeal by the bidder can be made to concerned A.M.C. for decision.

Grievance Redressal Committee (GRC) is headed by concerned D.M.C / Director of particular department for the first appeal/grievances by the bidder against the decision for responsiveness / non- responsiveness in Packet 'A', Packet 'B' or Packet "C" and if not satisfied, concerned A.M.C will take decision as per second appeal made by the bidder

This Grievance Redressal Committee (GRC) will be operated through DMC (CPD) office where appeals of aggrieved bidder will be received with fee of Rs 25,000/- from aggrieved bidder. The necessary correspondence in respect of said applications to the aggrieved bidder & concerned department, issuing notices, arranging of Grievance Redressal Committee (GRC) with D.M.C. and further proceeding will be carried out through registrar appointed by BMC.

No application shall be maintainable before the redressal Committee in regard of any decision of the BMC relating to following issues:

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

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

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

Full signature of the bidder with official Seal & Address

ANNEXURE – 16
Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282
(To be uploaded in Technical Packet)
Details of CE/US FDA Certificate

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

For Medical device and In vitro Diagnostics Medical Device

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

A) CLASSIFICATION: CLASS Is, Im, IIa, IIb & Class III

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

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

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

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

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

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

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

B) CLASSIFICATION : CLASS I only.

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

Following Documents are required

Description	Whether complies or not	Specify
a. Declaration of conformity by manufacturer or EU representative of Manufacturer for the quoted model.		
b. Documentary evidence regarding firm registered with EEA (European Economic Area) Competent authority is required		
Or		
European Representative registered with EEA (EUROPEAN ECONOMIC AREA) Competent authority appointed by firm is required		
Or		
Other documents like certificates from notified body along with declaration of conformity is required		

Declaration of Conformity

The declaration of conformity should have following:-

Description	Whether complies or not	Specify
a) the name and address of manufacturer		
b) Notified body Name and address if any with certificate No.		
c) EU representative of manufacturer if any		
d) identification of the product allowing traceability		
e) list of relevant directives & Harmonized standards.		
f) Declaration statement, name and position/job title of person signing (This should be someone with enough responsibility to ensure the declaration is true which is affirmed by their signature and date)		

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

Description	Whether complies or not	Specify
1) CE certificate issued from EU notified body is must		
This certificate shall be on Letter head of Notified Bodies with		
a) Body identification number and address of Notified Body		
b) Certificate number and validity of certificate		
c) Product name/line (Quoted product category etc.),		
d) Name of appropriate directives		
e) Name and address of manufacturer		
f) Product classification, Name of EU representative if any		
2) Shall be accompanied with Declaration of conformity by manufacturer or EU representative of Manufacturer.		

CLASSIFICATION : GENERAL IVD

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

Description	Whether complies or not	Specify
a. Declaration of conformity by manufacturer or EU representative of Manufacturer for the quoted model.		
b. Documentary evidence regarding firm registered with EEA (EUROPEAN ECONOMIC AREA) Competent authority is required		
Or		
European Representative registered with EEA (EUROPEAN ECONOMIC AREA) Competent authority appointed by firm is required		
Or		
Other documents like certificates from notified body along with declaration of conformity is required.		

Declaration of Conformity

The declaration of conformity should have following :-

Description	Whether complies or not	Specify
a) the name and address of manufacturer,		
b) Notified body Name and address if any with certificate No		
c) EU representative of manufacturer if any		
d) identification of the product allowing traceability		
e) list of relevant directives & Harmonized standards		
f) Declaration statement, name and position/job title of person signing (This should be someone with enough responsibility to ensure the declaration is true which is affirmed by their signature and date).		

US FDA

Description	Whether complies or not	Specify
US FDA Certificate		

Documents required to be submitted in support of USFDA Certification

Following documents are required for confirmation of USFDA approval certificate

Description	Whether complies or not	Specify
a) Approved 510 (k) notification documents for equipment offered model is required **for class I and 510k / PMA for class II devices.**		
Or		
b) Documents to establish the firm and offered model register with US FDA is required		

Manufacturer on their letter head needs to provide the link of notified body and / or USFDA for concerned	

certificate/s submitted as per specification, so that same can be verified from website of Notified body/USFDA	

Note :

Competent Authority

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

Notified Body

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

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

http://ec.europa.eu/growth/tools-databases/nando/index.cfm?fuseaction=directive.notifiedbody&dir_id=13
and
under 98/79/EC (Invitro Diagnostic medical devices is available on
http://ec.europa.eu/growth/tools-databases/nando/index.cfm?fuseaction=directive.notifiedbody&dir_id=20

Authorized Representative

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

EU :- **E**uropean **U**nion.

EFTA:-**E**uropean **F**ree **T**rade **A**ssociation.

EEA :-**E**uropean **E**conomic **A**rea.

ANNEXURE-"A"

Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

(To be uploaded in Technical Packet)

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 BMC 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, BMC 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 DEPONANT

This day of BEFORE ME

Interpreted Explained and Identified by me.

ANNEXURE-B
Tender No. Dy.Ch.E./CPD/ 23 /TDR /AE-6 of 2026-27
GeM ID : GEM/2026/B/8080282

(To be uploaded in Technical Packet)

Sr. No	SAC /HSN Code	Items as per Item Data	Bidder To Indicate the % of Applicable Taxes.							
			CGST		SGST		IGST		Other Taxes If Any	
			%	Amount	%	Amount	%	Amount	%	Amount

Note-

1) Bidder shall submit tax structure for all items i.e. GST / CGST /SGST / IGST etc. as applicable for items in Item Data excluding CMC / AMC and Consumables.
2) Annexure B shall be certified by Chartered Accountant.
3) **Bidders are requested not to disclose any price of Items**.
4) The GST taxes will be paid at actual as per prevailing rates on CMC / AMC and Consumables.