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

TENDER DOCUMENTS FOR PROCUREMENT OF

KEM/ 457 /TDRE-GEM

"Supply, Installation, Testing and Commissioning of High-Performance Liquid Chromatography (HPLC) System with photo Diode Array (PDA) detector(01 Nos.) along with Standard accessories and CMC for Five years after the completion of warranty of three years for IRDL in the Microbiology Department at KEM Hospital through the sanctioned grant of ICMR"

Website: Government e-Marketplace portal (https://gem.gov.in) only

GEM/2026/B/8285113

This tender document consists of:

Sr. No.	Description
1.	E-Tender Notice
2.	Header Data
3.	Preamble
4.	Instructions to Vendors participating in e-Tendering for the supply of medical equipment and Plants and Machinery of BMC
5.	Flow of activities of tender
6.	Force Majeure – obligations of the Bidders
7.	Description of the Item Data
8.	Annexure – 1 Particulars about the tenderer
9.	Annexure – 2 Tender form
10.	Annexure – 3 Undertaking to be signed by the tenderer (Affidavit)
11.	Annexure – 3 A Tri party agreement between BMC, manufacturer and bidder
12.	Annexure– 4 Performa for uploading details of EMD and Annexure-3
13.	Annexure -5 Technical Offer
14.	Annexure-6 Spare Parts
15.	Annexure -7 Consumables
16.	Annexure- 8 Comparison of tender specification v/s equipment specification
17.	Annexure -9A/9B/9C Pro-forma for Authorization letter/Certificate
18.	Annexure- 10 Performa for Statement of Experience Certificate
19.	Annexure -11 Authorization Letter for attending Tender opening
20.	Annexure -12 Articles of Agreement
21.	Annexure - 13 Details of Litigation History
22.	Annexure -14 Form of Integrity Pact
23.	Annexure -15 Grievance Redressal Mechanism
24.	Special Annexure – I
25.	Annexure A Irrevocable Undertaking

SECTION 1 : E-TENDER NOTICE

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

No. KEM/ 457 /TDRE-GEM

E-Tender ID- GEM/2026/B/8285113

E- PROCUREMENT TENDER NOTICE

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 Government e-Marketplace portal (https://gem.gov.in). Bidders, whose registration is valid, may please ignore this step. Interested Bidders should follow the respective links provided in Government e-Marketplace portal (https://gem.gov.in).

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

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

Sr. No	Description	Tender Fee (Rs.)	EMD (Rs.)	Start Date and Time of online Bid Downloading	End Date and Time 0f online Bid Submission
1	**KEM / 457 / TDRE-GeM** SITC of High-Performance Liquid Chromatography (HPLC) System with photo Diode Array (PDA) detector (01 Nos.) along with Standard accessories and CMC for Five years after the completion of warranty of three years for IRDL in the Microbiology Department at KEM Hospital through the sanctioned grant of ICMR **Tender ID - GEM/2026/B/8285113**	**Rs. 15,972/- + 18% GST i.e, Rs. 2,874.96/-)** **Total = Rs. 18,847/-**	**Rs. 53,100/-**	26.11.2026 16:00 hrs	11.12.2026 16:00 hrs

Pre-bid meeting will be held on 03.12.2026 at 03:00 p.m. Venue – Board Room, Dean KEM Hospital, Parel, Mumbai-12

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.

The tender document is available on BMC portal (portal.mcgm.gov.in) along with this tender notice. However, the bid will be invited through Government e-Marketplace portal (https://gem.gov.in) only.

Payment of Tender Fee:-

Tender fee (as mentioned in the Header Data) should be paid offline via Demand Draft which shall be addressed to 'Brihanmumbai Municipal Corporation'. It will be mandatory for tenderer to submit a scanned copy of the Demand Draft for Tender Fee in Technical bid & submit original Demand Draft for Tender Fee in sealed envelope after the last date of submission of tender and before the date of opening the technical bid of tenderers. Bidder shall note that TENDER fee paid is not refundable. Bidder who fails to pay Tender fees will be treated as non responsive.

Payment of E.M.D.(Earnest money deposit):-

EMD (as mentioned in the Header Data) should be paid offline via Demand Draft which shall be addressed to 'Brihanmumbai Municipal Corporation'. It will be mandatory for tenderer to submit a scanned copy of the Demand Draft for EMD in Technical bid & submit original Demand Draft for EMD in sealed envelope after the last date of submission of tender and before the opening date of the technical envelope of tenderers. Bidder shall note that EMD paid is refundable as per terms & condition of Tender. Bidder who fails to pay EMD will be treated as non responsive.

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 (GeM) portal only. No corrigendum will be published in the local newspapers.

Instructions to bidder- All bidders must refer to the Buyers ATC / 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 ATC / BMC's Tender Document, the general terms, Special terms and all other provisions contained in the buyers ATC/ BMC's Tender Document shall prevail.

By Order of the
Municipal commissioner
Brihanmumbai Municipal Corporation

Sd/-
Dean (KEM Hospital)

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

For detailed tender document please scroll down

Section: 2	**HEADER DATA**
E-Tender File No.	**KEM/457/TDRE-GeM GEM/2026/B/8285113**
Name of Organization	Brihanmumbai Municipal Corporation, KEM Hospital , Parel, Mumbai – 12
Subject	SITC of High-Performance Liquid Chromatography (HPLC) System with photo Diode Array (PDA) detector (01 Nos.) along with Standard accessories and CMC for Five years after the completion of warranty of three years for IRDL in the Microbiology Department at KEM Hospital through the sanctioned grant of ICMR
Contract Period	3 years comprehensive Warranty & 5 years CMC (Total 08 years)
Estimated Cost	Rs. 53,00,781/-
Tenders scrutiny fee of E-Tender	Rs. 18,847/- (Rs.15,972/- + 18% GST i.e, Rs. 2,875/-)
Pre Bid Meeting	**As on 03.12.2026 at 03:00 p.m. Venue – Board Room, Dean KEM Hospital, Parel, Mumbai-12**
Earnest Money Deposit	Rs. 53,100/-
Start date	**As given in GeM portal**
End date & time of Bid Submission	
Opening of Bid"	
Address for Communication	**Tender Dept.** 5th Floor, CVTC Building KEM Hospital Parel, Mumbai – 400 012 Tel. No. 022-24107452
Venue for opening of Bid	Online at above address.

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 Indian / foreign manufacturer / 100% Indian subsidiary of foreign manufacturer duly registered in India, for the supply, installation, testing and commissioning of High-Performance Liquid Chromatography (HPLC) System with photo Diode Array (PDA) detector(01 Nos.) along with Standard accessories and CMC for Five years after the completion of warranty of three years for IRDL in the Microbiology Department at KEM Hospital of Brihanmumbai Municipal Corporation through the sanctioned grant of ICMR 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.

4 : Instructions to Vendors participating in e-Tendering for the supply of General items 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)	If there are any clarifications, this may be obtained online through the Government e-Marketplace 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.
5)	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.
6)	Bidder should Pay EMD and other charges, where applicable, as per the instructions given in the Tender Document.
7)	Bidders should note that the Tender fee is to be paid as mentioned in Tender notice and bidders should upload scan copy of D.D. of the same in Technical packet.
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-Marketplace 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 dialing help-desk number or Email support provided under contact us on Home Page of Government e-Marketplace portal (https://gem.gov.in).

SPECIAL NOTE:

TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in **https://gem.gov.in/training/training_module**

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.

SECTION 5: FLOW OF ACTIVITIES OF TENDER	
1.	Issue of Tender notice in the newspapers and tender notice along with tender documents on B.M.C. Portal & GeM Portal.
2.	Download the tender documents from the Tender section of GeM Portal.
3.	Bidders shall note that any corrigendum issued regarding this tender notice/tender will be published on the BMC portal and GeM 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 GeM Portal.
5.	All the information documents are published under the e-Procurement" section of BMC Portal.
6.	Earnest Money Deposit (EMD) shall be paid as per mention in Bid Documents
7.	Tender fee (as mentioned in the Header Data) shall be paid as per mention in Bid Documents
8.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and the Price should be mentioned in the relevant columns.
9	'Technical Packet' will be opened online on the due date and due time as stated in tender details on Government e-Marketplace portal.
10.	Commercial offer of only those bidders who are found to be responsive in the evaluation of administrative & Technical offer will be opened online.
11.	Lowest tenderer must be give the demonstration of quoted model to User dept & concern engineer as per mentioned in Tender Condition.
12.	Recommendations to higher authorities, concern authorities or Standing Committee for sanction to award the contract.
13.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
14.	Payment of Contract Deposit, Legal Charges & Stationery Charges within period of thirty days from the date of receipt of Acceptance Letter by successful bidder for execution of written contract with payment of requisite stamp duty.
15.	Supply, installation, testing and commissioning of equipment described in the specifications and as per terms & conditions.
17.	BMC has its SAP system of Material Management. Necessary contract in SAP system will be created. The Purchase order and payment will be carried out through SAP system by Administrative Officers (Schools) of Education Department.

SECTION 6: IMPORTANT GENERAL CONDITIONS AND INSTRUCTIONS TO THE 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	**Who can quote :**	
	A)	Who can quote : Manufacturer (Indian or foreigner) or 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)** or their authorized Distributor /Dealer / Importer /Traders/agent appointed directly by Indian / foreign manufacturer / 100% Indian subsidiary of foreign manufacturer / sister concern of Foreign manufacturer /Associate of Foreign manufacturer /joint venture of Foreign manufacturer/ affiliate of Foreign manufacturer duly registered in India, 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. 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 equipments along with 3 years warranty and 5 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)
	B)	**Turnover :** The average annual turnover of the bidder during preceding three financial years shall be minimum **Rs. 19,00,000/-** Evidence in the form of certificate issued by Auditor of firm/ Chartered Accountant shall be uploaded during the submission of the tender.

	C)	**Experience :** The bidder/manufacturer shall have adequate experience of successful supply, installation, commissioning & repairs & maintenance of High-Performance Liquid Chromatography (HPLC) System with photo Diode Array (PDA) detector(01 Nos.) 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 or his authorized representative, in whose name the tender documents is downloaded. Authorization letter of authorized representative shall be uploaded in **Technical Bid**.
	D)	Details of Litigation history. The Bidder shall disclose the litigation history in Annexure-13 to be submitted in Packet „A". If there is no litigation history, the bidder shall specifically mentioned in Annexure-13 that there is no litigation history as per the clause of litigation history for the period of 5 years prior to due date of the tender. In case there is litigation history, litigation History must cover in Annexure-13 .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 bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid 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 for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party. Depends upon the gravity of the submission made by the bidder in Annexure-13 for litigation history , DMC (CPD) or Director as the case may be will take suitable decision whether to consider the bid for further process or not.
2.		Call 1st Call (Fresh Call) 1st Call (Fresh Call) is a Tender that is published for the first time for a particular e-procurement project or item. 2nd Call 2nd Call is referred to issuing a amended/modified/corrected Tender Document for the same project / procurement with revised tender Conditions like Eligibility, Pre-Qualification Criteria, Technical Evaluation Criteria, Scope of Work, Technical Specifications, Payment Terms, and so on including revised Bidding Schedule.
3.		**Extension** The Municipal Commissioner reserves right to extend or open bids of tenders without assigning any reasons.
4.		**Amendment to tender documents** 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 in the newspapers and/or on the portal of BMC. Such addendum/ corrigendum/ clarification so issued shall form part of the tender documents. All tenderers shall upload such

	addendum/corrigendum /clarification and upload it in **Technical Bid**.
5.	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.
6.	This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.
7.	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.**
8.	Bidder / his principle manufacturer shall not have been debarred/ black listed by B.M.C. / 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 B.M.C. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as it finds fit.
9.	**Payment of Tender Fee:-** Tender fee (as mentioned in the Header Data) should be paid offline via Demand Draft which shall be addressed to 'Brihanmumbai Municipal Corporation'. It will be mandatory for tenderer to submit a scanned copy of the Demand Draft for Tender Fee in Technical envelope & submit original Demand Draft for Tender Fee in sealed envelope after the last date of submission of tender and before the date of opening the technical envelope of tenderers. Bidder shall note that Tender fee paid is not refundable. Bidder who fails to pay Tender fees will be treated as non responsive.
10.	**Validity** The validity of the offer should be for at least 180 days from the date of the opening of the tender.
11.	**Payment of E.M.D.(Earnest Money Deposit):-** EMD (as mentioned in the Header Data) should be paid offline via Demand Draft which shall be addressed to 'Brihanmumbai Municipal Corporation'. It will be mandatory for tenderer to submit a scanned copy of the Demand Draft for EMD in Technical envelope & submit original Demand Draft for EMD in sealed envelope after the last date of submission of tender and before the opening date of the technical envelope of tenderers. Bidder shall note that EMD paid is refundable as per terms & condition of Tender. Bidder

	who fails to pay EMD will be treated as non responsive.
12.	**Refund of E.M.D.** E.M.D. of bidder except L1 and L2 will be refunded after recommendation of tender committee. However refund of EMD, such bidder will not have any claim for award of contract & any complaint regarding this tender. EMD of second lowest bidder will be refunded after issuance of letter of acceptance to lowest responsive bidder. However in the case of successful tenderer, if tenderer agrees then the EMD shall be retained and adjusted against the 5% contract deposit for due execution of the contract. **OR** The EMD of the tenderer who have been awarded the contract will be refunded only after 5% contract deposit is paid to BMC. In case of successful bidders paying 5% contract deposit in cash, their EMD will be refunded after submission of the receipt in this respect along with the contract document. Whereas, the successful bidders who have submitted BG in lieu of 5% contract deposit, the EMD of such bidders will be refunded only after the confirmation letter of the Bank issuing this BG is received and verification of the same along with contract.
13.	**Acknowledging communications** Every communication from the Dean KEM Hospital, 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.
14.	**Where and how to submit the tender** The tender documents with details as specified in the tender notice must be submitted online in tender section of B.M.C. as per the instructions available on B.M.C Portal for online submission of e-tender.
15.	**Documents to be uploaded**: Original scanned documents or attested photocopies of specific documents shall be scanned and uploaded.
16.	**Authentication for documents** The responsibility to produce correct and authenticate documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said contractors and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover the damages/losses occurred if any from the contractors' dues.
17.	**Translation of certificates** 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.
18.	**Sign and seal:-** Uploading/ submission of a bid documents 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.	
19.	**<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 then at the time of contract, POA is to be registered at the Office of Chief Accountant (B.M.C.)	
20.	**<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.	
21.	Firms with common proprietor /partners or connected with one another either financially or as master and servant or with proprietor/partners closely related to each other such as husband, wife /father/mother and minor son/daughter and brother/sister and minor brother/sister shall not tender separately under different names for the same contract.	
	(A)	If it is found that firms as described in clause 20 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/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
	(B)	If it is found that closely related persons as in clause 20 have submitted separate tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they have different addresses, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for action as in clause no. 20 (a) including similar action against the firms/establishments concerned.
	(C)	If after award of contract it is found that the accepted tenderer violated any of the clauses (20, 20(A) or 20(B)) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.
22.	**<u>Unconditional offer</u>** Tenderers shall quote a firm & unconditional offer. **<u>Conditional offers shall not be considered and shall be treated as non-responsive.</u>** 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.	
23.	**<u>Contradictory Clause in tender</u>** 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.		
24.	**<u>Alternative clauses in tender</u>** 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.		
25.	**<u>Rejection:-</u>** The tender may be considered incomplete, irregular, invalid and liable to be rejected Unless,		
	A)	It is signed/ digitally signed by the proprietor, named managing partner or all partners or by the party or parties stating specifically their position and status at the following places:	
		i)	Tender from and annexures as stipulated in Technical Packet.
		ii)	Name and Address of all the partners as given in the tender.
		iii)	A certified copy of the Sales tax Registration certificate is produced along with the tender if applicable.
		iv)	Past performance report is furnished in Technical Packet.
		v)	The drawings/ literature brand, make and year of manufacturers, ISI registration number as applicable are furnished.
	B)	Stipulated validity period less than 180 days.	
	C)	Stipulated its own terms and conditions.	
	D)	Particular furnished by tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and shall be liable for further action like black-listing etc. 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.	
26.	**A. <u>Quoted Currency.</u>** 1. The bidder has to quote in **INR only** . B. **<u>Firm price</u>** The prices quoted shall be firm and no variation will be allowed on any account whatsoever.		
27.	**<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.		
28.	**<u>Product Names</u>** The tenderer must state the brand name of the product, if any.		
29.	**<u>The Two Packet system</u>** The tenderer should upload tender in Two Packets system as below.		
	i.	The tenderer should upload tender in Two Packets system as below, so as to have fair, transparent and timely completion of tendering process. Tenderers 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 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 Government e-Marketplace 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 if 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.
	vii.	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.
	viii.	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).
	ix.	The tenderer must scan and upload the currently valid documents including the due date and time of tender
	x.	The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure.
	xi.	All Annexure(s) shall be physically signed as per their respective conditions and uploaded.
	xii	All addendum /corrigendum shall be uploaded along with tender document.

30. A. **Technical Bid :**

Administrative Documents to be submitted by Indian/ Foreign Bidders:-
In Technical bid -

a) Valid Bank Solvency Certificate for minimum of **Rs. 15 Lakh** issued by The Nationalised/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.

SOLVENCY CERTIFICATE CHART:-

Sr.No.	Estimated Cost in Lakhs	Solvency Certificate Vaule
1	Above 300	30 Lakhs
2	Above 100 to 300	20 Lakhs
3	Above 50 to 100	15 Lakhs
4	Above 25 to 50	10 Lakhs
5	Above 10 to 25	05 Lakhs
6	Above 05 to 10	02 Lakhs
7	Upto 05	01 Lakhs

b) Goods and Service Tax Registration Certificate in Maharashtra or equivalents.

c) 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 .

d) Certified copy of latest partnership deed in case of partnership firm.

e) Firm/Company/Sanstha Registration Certificate.i.e.

i) Power of attorney in case of Partnership firm/Public Limited Company /Private Limited Company/Society/Government undertaking.

ii) Company Registration Certificate/Partnership Deed, duly registered with Registrar, Articles of Association, Society Registration Certificate as the case may be.

Note:-The Registered Power of Attorney if any registered with Chief Accountant (BMC) will be accepted.

f) The tenderer shall have to submit valid registration certificate under Employees Provident Fund and Miscellaneous Provision act of 1952 (EPF and MP Act.1952) if applicable. Also they shall have to submit registration certificate under Employees State Insurance Corporation Act.1948 if applicable. If not applicable an common undertaking on Rs.500/- stamp paper shall be submitted as provided in Annexure 3.

g) Valid and correct e-mail ID of the bidder for communication in respect of this bid shall be provided in Annexure 1.

h) Tenderer shall download tender document along with the tender form and all annexures i.e. annexure 1,2,3 & 3-A,4,9(A,B,C),11,12,13, 14 , and 15 only from mahatenders web site to participate in tendering process. Bidder shall fill in the requisite details, sign wherever necessary, scan the same documents, upload and submit online.

		i)		Chartered Accountant's Certificate for turnover of the tenderer for preceding three financial years.
		j)		Import /Export license in the name of bidder/ Manufacturer issued by competent authority.
		k)		Agreement of Integrity Pact as per Annexure-10 (duly signed and stamped on Rs.200/- stamp paper)
		Note: Documents mentioned at Sr. No. (b), (c) & (f) above shall not be applicable in case of foreign bidders.		
	B)	**Technical Documents to be submitted (Common for Indian as well as Foreign Bidders) :-**		
		1.	Technical offer with scope of supply without indicating price (Annexure 5,6,7,8,10,16)	
		2.	Copy of valid CE certificate OR copy of valid USFDA approval as mentioned in Technical specifications of the tender.	
		3.	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.	
		4.	The bidder/tenderer shall upload the undertaking as per Annexure A (duly signed and stamped on Rs.500/- stamp paper).	
		5.	Documents to be submitted (Common for Indian as well as Foreign Bidders) : Bidders shall upload Goods and Services tax structure & details of the HSN/SAC code for all the items quoted as per Annexure-B on company letterhead‟ in PDF format.	
		Note :- • (Scrutiny of this packet will be done strictly with reference to only the scanned copies of original documents uploaded on-line e- tenders) • The tenderer shall not disclose/quote the rates of items in Technical Bid. In case of such indication of rate by the tenderer in this packet, the tender shall be rejected out rightly and the EMD will be forfeited. • The tenderer must scan and upload the above currently valid documents on/or before the due date and due time of tender. • If the tenderer has not uploaded all the required and necessary documents as prescribed in Technical Bid, then the tenderer shall be intimated to comply with the said requirements within 3 days on GeM Portal via seek clarification compliance. Tenderer in return reply by e-mail can upload self attested, signed, scanned copies of the documents asked for. • If the information of shortfall documents is not complied, such lapses within given period, BMC shall not be responsible and it will be treated as noncompliance of the shortfall from the bidders end and **their offer will be treated as non-responsive .** • Non submission of required documents even after informing to submit the same, it amounts to deliberately non submission of the shortfall documents. In such cases 20% EMD amount will be forfeited as penalty. If bidder doesn't want to deduct penalty from EMD then Bidder also have option to pay penalty amount directly to any CFC center of BMC and to produce the payment receipt physically.		

31.	**‘Financial Packet’ / Commercial Bid** Rates accepted by BMC are inclusive of all taxes to evaluate the Final rate. It is mandatory for bidder to fill rate inclusive of GST and all other applicable taxes. **The Evaluation and therefore allotment of the Bidders will be done on the basis of overall lowest of all the items.** **NOTE :** a) While quoting the prices it must be inclusive of all taxes, all Duties, levies, Cess, GST, etc. The rate quoted will be taken into consideration for evaluation and price comparisons. b) While making payment : the concern BMC Authority will ensure and verify the GST, GSTN, HSN No, payment receipts conforming the name of the Supplier and description of the material.	
32.	C)	**‘Financial Packet’ / Commercial Bid**
		Documents to be submitted (Common for Indian as well as Foreign Bidders) :- Bidders shall upload ‘details of the HSN/SAC code for all the items quoted on company letterhead’ in PDF format. **The commercial bid is to be submitted online by filling the rates on GeM portal only. The Evaluation and therefore allotment of the Bidders will be done on the basis of overall lowest of all the items.** Price Evaluation 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 tender Technical Bid. i.e. the percentage of various taxes & duties **without disclosing the basic price for the machine/equipment.** Accordingly, **the prices quoted should be in INR currency** for all the items quoted i.e. Equipment, Accessories, CMC/AMC, Turnkey projects, cost per test if any etc. failing which tenders will be rejected. While quoting the prices for the medical equipment’s manufactured in India or in Foreign, prices should be quoted in Indian currency only and tax structure shall be mentioned for all taxes like CGST/SGST/ IGST , custom duty & all duties etc. in force i.e. the percentage of various taxes & duties without disclosing the basic price for the machine/equipment in packet B. ~~Even though local supply is imported, the tax structure shall be mentioned for all taxes like CGST/SGST/ IGST, custom duty & all duties etc. in packet B.~~ ~~**In case of import supply,** rates shall be quoted in Foreign Currency only and payment shall be made by opening Letter of Credit (L.C.) in the name of Principle Manufacturer (L.C. is to be opened by BMC). Taxes such as custom duty, stamp duty, CGST/SGST/IGST will be paid by BMC. 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.~~ However Indian Subsidiary may quote in Indian currency and rates shall be inclusive of all taxes. ~~Exception is given for the firms as mentioned at clause 25 (3) ‘quoted currency’.~~ ~~The conversion rate of the foreign Currency will be as per the exchange rate on the date of the opening of commercial bid mentioned in the header data in Mahatender.~~

		The rates quoted should be Cost Insurance and freight and delivery with installation per unit basis mentioned in the enquiry document and should be comprehensive incorporating the cost of the instrument / equipment and accessories required as part of the equipment and shown as such in the enquiry document. In case any item is required as an essential accessory for equipment, it must be mentioned clearly in Packet B and its rates must be included in the rates for the equipment. If such essential accessories are not specifically mentioned, it will be presumed that the cost of essential accessories is included in the cost of equipment and no separate payment for the same will be made thereafter under any circumstances. If any accessory is demanded as mandatory in the tender enquiry, under no circumstances it should be shown as an optional accessory and quoted separately. The price of the product offered must include the accessories required for operation of the instrument and no separate payment will be made even if such an accessory is not included in the offer. Only those accessories which are specifically recommended by the manufacturer of the instrument / equipment should be offered as part of the equipment and under no circumstances a cheaper variety of an accessory not approved / recommended by the manufacturer should be offered. The charges towards Third party inspection, Insurance, Transportation shall be included in the quoted cost. **Cost For CMC/AMC (As the case may be):** 1) Cost of the Annual Maintenance Contract (AMC) for each year will be fixed to 3% of the ordered value of the equipment* 2) 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:** (1) Quoted price of equipment is in INR by a bidder (which includes all taxes to be paid by bidder). Hence, same will be considered as ordered value of equipment.
33.	**<u>TAXES & DUTIES</u>**	
	a)	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 will be applicable . The tenderer shall quote the rates inclusive of all taxes & duties applicable at the time of bid submission & 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 & 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. Further, all the provisions of GST Act will be applicable to the tender. For compliance of the same, the bidder/tenderer shall upload the undertaking as per annexure A **in Technical Bid.**
	b)	**GST will be paid at actual for AMC/CMC as the case maybe.**
	c)	In case of supply of machines/equipment **manufactured outside India,** the manufacturer /supplier hast to quote rate inclusive of all taxes & duties applicable at the time of bid submission **in INR only**.
	If there is any increase in above taxes/duties during the period of contract repayment claim will not be entertained by BMC.	
	Cost of local supply items shall be quoted inclusive of taxes(as applicable).	
34.	**Spare Parts**: (Applicable only in case of Annual Maintenance Contract) Tenderer shall have to submit list of the spare Parts required as a document in Technical Bid, without displaying the rates. (As per the Annexure – 6) **The rate quoted for spares shall be freezed for Warranty and AMC/ CMC Period and cost of one spare each shall be considered for evaluation and BMC is not binding to accept the rates quoted for spares.** The rate shall be quoted in commercial bid in e-tender. (Applicable only in case of Annual Maintenance Contract)	
35	**Consumables:** Tenderer shall have to submit the rate for the consumables/required as a document in Technical Bid, without displaying the rates. (As per the Annexure – 7). The rate shall be quoted in commercial bid 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 five years i.e. for total eight years. **The rate quoted for consumables shall be freezed for Warranty and AMC/ CMC Period and cost of one consumable each shall be considered for evaluation and BMC is not binding to accept the rates quoted for consumable.** **Apart from mentioned consumables cost of no other consumables will be paid by BMC and same shall be covered under warranty and CMC.**	
	Rates for consumables & spares shall be quoted excluding taxes if any. **All taxes will be paid at actual as per prevailing rates.** GST will be paid at actual as per prevailing rates. For those bidders who are importing consumables/accessories/ spare parts during 3 years warranty and 5 years CMC, the LC will not be opened by BMC for the same and only cost of GST will paid at actual, no other duties will be paid by BMC on consumables/ accessories/ spare parts during 3 years warranty and 5 years CMC.	
36.	**Pre-bid Meeting:** 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 only. 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.
37.	**<u>Procedure for the opening of the tender:</u>** **Technical Bid- (**Administrative and Technical documents) will be opened online on the due date and due time as stated in the header data in GeM Portal. when the tenderer or his authorized representative will be allowed to remain present. **Financial Bid** (Price Packet) will be opened only if the administrative & technical offer is acceptable. In case the administrative and technical offer is found not acceptable or found incomplete, then Financial Bid will not be opened and offer will be kept out of consideration. The date and time of the opening of Financial Bid will be intimated to the responsive tenderer automatically by GeM portal system. No complaint for non receipt of such intimation will be entertained.
38.	**Acceptance of Tender:-** The decision of the Dean KEM Hospital shall be final and binding and Dean KEM Hospital do not pledge himself to accept the lowest or any tender. The Dean KEM Hospital reserves the right to split the quantity amongst the eligible bidders and to relax/stringent any of the conditions of the tender without assigning any reasons. The Dean KEM Hospital reserves right to reject any or all tenders without assigning any reasons.
39.	**Demonstrations:-** 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 25% of EMD will be forfeited. 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 and the report of the demonstration should be scanned and mailed to HC Tender /Dean KEM Hospital on his/her office mail I.D. on the same day.	
40.	**Purchase Order:-** The user department will place purchase orders within 15 days from the date of sanction by competent authority subject to availability of budget provision and site is ready for installation.	
41.	**Following documents are required to be submitted at the time of shipment 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	
	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 equipments & country of manufacturer.
		C. Third party inspector shall clearly mention in his report the purchase order no., date and name of consignee i.e. Dean KEM hospital, Brihanmumbai Municipal Corporation.
	ii.	**<u>Packing List:-</u>** It shall be issued by original manufacturer in 4 sets. One set should be kept in equipment container. Two sets should be sent with original invoice to user department and one set shall be sent to Tender dept. of KEM Hospital for information.
	iii.	**<u>Country of Origin Certificate</u>**:- It shall be issued by competent authority of that Country (Chamber of commerce of concerned Country) mentioning Name of manufacturer, consignee, name of equipment, invoice No., Qty etc. Also, Certificate of Origin issued by the manufacturer and certified by the Chamber of Commerce of respective country.
	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.	**Original Invoice issued by bidders/manufacturer should contain following details :-**	
		a)	The name of the equipment manufacturer, model and serial nos. of the equipment's.
		b)	Name of the consignee i.e. Dean KEM hospital, Brihanmumbai Municipal Corporation.
		c)	Purchase order number and date issued by Dean KEM hospital, Brihanmumbai Municipal Corporation.
42	**Bill of entry**: 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.		
43.	**Bill of lading or Airway Bill** - 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.		
44.	**Delivery, Installation & Commissioning:-** 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 India /foreign Manufacturer or 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 their authorized Distributor/Dealer/Importer/trader/agent appointed by Indian / foreign Manufacturer shall **1. Supply / Import the equipment from Principal Indian / foreign manufacturer directly in the name of Dean KEM Hospital.** **2. Raise invoice in the name of Dean KEM Hospital.** **3. Supply /Import equipment directly to Mumbai port.** **4. It need to supply same to the KEM Hospital in Mumbai without unloading the material elsewhere during transportation.** 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.**		
45.	**Training** The successful tenderer shall have to give sufficient training at his cost to the staffs of the Hospital		

	and Engineers of Medico Electronics Cell to operate the Medical Equipment. Also it shall be provided as and when required if asked by user department.
46.	**<u>Penalty</u>** If the successful tenderer fails to comply with work/purchase the order within the delivery period stipulated, the Dean of Hospital/ Intending Officer shall exercise his discretionary power either :- To recover from contractor as agreed, the liquidated damages or by way of penalty half percent of the price of the equipment which the contractors has 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 EMD 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.
47.	**<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/ Dean KEM Hospital, failing which Earnest Money Deposit & 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 & Contract Deposit, if any fine is imposed by the Municipal Commissioner/ Dean KEM Hospital, the same shall be payable by the supplier immediately on demand, failing which the same shall be recovered from other dues to the contractor from the Municipal Corporation.
48.	**<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 B.M.C. at the risk and cost of contractors without any further correspondence in this regards.
49.	**<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 / Dean KEM Hospital 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 / Dean KEM Hospital 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 / Dean KEM Hospital 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.
50.	**<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.
51.	**<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 confirm 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.

52.	**<u>Contract Deposit</u>:-** Contract Deposit shall be paid by the **Bidder and i**t **shall be retained till the completion of contract period.** 1) Contract Deposit shall be @ 5% of contract value. 2) Contract deposit either in the form of Demand Draft (DD) or in the form of Bankers' Guarantee from the Bankers approved by the Brihanmumbai Municipal Corporation & same will be retained upto completion of Annual Maintenance Contract /Comprehensive Maintenance Contract period. 3) The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, they said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee. . The B.G. shall be retained 6 months after completion of contract period. 4) The Bankers Guarantee shall be valid for the period of Three years initially (during warranty period) and thereafter it shall be renewed for further period of three years and again further renewed for the period of two years.(During AMC/CMC period) 5) If Bankers Guarantee towards Contract Deposit is not renewed 3 months prior to expiry, then Bankers Guarantee will be forfeited without any notice to that effect and contractor shall be liable for penal action like blacklisting etc.
53.	**<u>Refund of contract deposit</u>** Contract deposit will be refunded after six months after completion of contract period of three years warrantee & 5 years AMC/CMC(as applicable) subject to satisfactory performance/ maintenance of equipment .
54.	**<u>Execution of contract</u>** In the event of the tender being accepted, the full amount of the contract deposit must be paid and the contract must be signed by proprietor of the firm in case of proprietary firm / all the 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 Director (ME&MH) / Dean , KEM Hospital should be informed accordingly. 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. **Bidder shall pay contract deposit, legal stationery charges, stamp duty etc. and submit contract documents within 30 days from the date of receipt of tender acceptance letter.** **Further a fine of Rs.5000/- per day will be imposed for maximum 15 days for delay in submission of contract documents.** **If the contract documents are not submitted within the above stipulated time (i.e. 45 days with inclusive of penalty of 15 days) EMD will be forfeited. Without the contract being sign by of Dean KEM Hospital, no bills shall be admitted for payment.**

55. **Payment of legal and stationery charges:**

These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the material as per prevailing circular.

This can change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract.

56. **Stamp duty:-**

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

The Stamp Duty payable on the Contract Value shall also be paid to Government at actuals and as per the provisions of "Stamp Duty Act 1958" (amended till date). The present rate of stamp duty is as follows.

Sr. No.	Amount (Rs)	Stamp duty (Rs)
1	Where the amount or value set forth in such contract does not exceed Rs.five Lacs	Rs. Five Hundred Stamp duty.
2	Above Rs. Five Lacs	Rs. 500/- + 0.3% on the amount above Rs. 5 Lacs. Max Rs. 25 Lacs

0.5 percent for the amount secured by such deed (Bankers Guarantee) subject to maximum of ten lakh rupees.

57. **Contract Postponement:**

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

58. **Secrecy**

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/ Dean KEM Hospital shall be at liberty to purchase the same material at the risk and cost of the contractor.

59. **Compliance with security Requirement**

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.

60.	**<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.	
61.	**<u>Guarantee and repair during the guarantee period</u>** The Contractor/s shall for a period of Thirty Six calendar months after the acceptance and satisfactory Installation and commissioning of the equipment, maintain, uphold and keep them in thorough repairs and working order at their own cost and expenses and to the entire satisfaction of the Municipal Commissioner or the Dean/Ch.M.S /E.H.O. or the purchasing Officer, the entire Machinery / Equipment and shall also be responsible for and be liable under the provisions of this clause to make good any defect that may during that period develop in the normal and proper working of the Machinery / Equipment. In case of repairs of Machinery / Equipment which is not manufactured in India, the manufacturer, 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 and 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.	
62.	**Maintenance contract (As Applicable)**	
	A.	**Service and annual maintenance contract:** The successful tenderer shall have to enter into Annual Maintenance Contract for at least five years after the completion of guarantee period of 36 months at the rate of 3% of equipment cost per year, rate will be fixed for 5 years. The Annual Maintenance Contract shall include the repair and maintenance of equipment and plant and all accessories supplied by the tenderer as a part of this tender. It is the responsibility of the tenderer to see that the equipment and all accessories are maintained in proper functioning condition, whether any spare parts/accessories be manufactured by the tenderer or not. a) The tenderer should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). During AMC period, the Service Engineers will have to make 04(four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within 72 hours (3 days) from the date & time of lodging of complaint with the Service

		Engineer through phone / fax/person/post/courier/e-mail. A service call shall be attended even on Sundays and Public Holidays. The complaint /message will be sent to the address given in this contract as well as in supply order. b) If the breakdown is attended and rectified within 120 hours (5 days) at our sits, no penalty/ deduction will be made from the AMC bill. c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the Service engineer at our site, deduction will be made @ double the prorata basis AMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days. d) If the problems are required to be rectified at Service Centre site /workshop / premises, additional 7 days period will be allowed i.e. total 10 days from the day of initial breakdown report. Normal AMC charges for additional 7 days period will be deducted from the bill of AMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct @ double the AMC charges/ day on 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 **OR**
	B.	**Service and comprehensive maintenance contract:** The successful tenderer shall have to enter into comprehensive Maintenance contract for at least five years after the completion of guarantee period of 36 months at the rate of 5% of equipment cost per year, rate will be fixed for 5 years. The comprehensive Maintenance contract shall include the equipment and all accessories supplied by the tenderer as a part of this tender. It is the responsibility of the tenderer to see that the equipment and all accessories are maintained in proper functioning condition by providing spare parts where required, whether such spare parts/accessories be manufactured by the tenderer or not. a) The tenderer should assure an up-time guarantee of at least 96% (calculated on the basis of 24 hours a day and seven days a week). During CMC period, the Manufacturer's Service Engineers will have to make 04(four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within **72 hours (3 days)** from the date & time of lodging of complaint with the Service Centre through phone / fax/person/post/courier/e-mail. A service call shall be attended even on Sundays and Public Holidays. The complaint /message will be sent to the address given in this contract as well as in supply order. b) If the breakdown is attended and rectified within 120 hours (5 days) at our sits, no penalty/ deduction will be made from the CMC bill. c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the Service Engineer at our site, deduction will be made @ double the prorata basis CMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days. d) If the problems are required to be rectified at Service Centre site / workshop / premises, additional 7 days period will be allowed i.e. total 10 days from the day of initial breakdown report. Normal CMC charges for additional 7 days period will be deducted from the bill of CMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct **@ double the CMC charges/ day on prorata basis from the bills for delayed period.**

63.	**<u>Payment condition</u>**:		
	A)	a)	80% payment will be made within 30 days from the date of satisfactory supply of the equipment, submission of bills and submission of all documents of contract.
		b)	The balance 20 % payment will be released within 30 days after satisfactory installation commissioning of the equipment. The Performance Certificate of equipment shall be issued by competent authority/ Concerned HOD of respective hospital. Also user department shall obtain satisfactory inspection report from EE (MEC)/ AE M&E .
	B)	The payment of AMC/CMC of the medical equipments shall be made on six monthly basis subject to satisfactory completion of maintenance and servicing activities.	
	C)	Submission of documents / evidence showing details of the payment of GST has been made (if applicable).	
64.	**<u>Jurisdiction of courts</u>** In case of any claim, disputes or differences arising in respect of the contract, the causes of action thereat shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.		
65.	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 Dean, KEM Hospital. Decision of Dean KEM Hospital will be final. Annexure-15		
66.	The Municipal Corporation reserves its right to inspect the manufacturing premises of the company as and when required.		
67.	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**.**		
68.	**Third party inspection of the quoted equipment's shall be carried out by the successful bidder for the equipment's manufactured in India or abroad as mentioned in point No. 41(i) and report shall be submitted for the same at the time of delivery of equipment's to BMC.**		
69.	**Necessary structural strengthening of site of installation shall be done through registered structural engineer appointed by bidder. Certificate to this effect shall be submitted after completion of work.**		

verified by, **Approved by,**

H.O.D.(Microbiology)
K.E.M. Hospital

Dean,
K.E.M. Hospital

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

Sr No	Administrative Documents	Whether uploaded or not
1	Annexure – 1 Particulars of the Tenderer	
2	Annexure – 2 Tender form	
3	Annexure -3 Undertaking to be signed by the Tenderer	
4	Annexure -3A-Tri party agreement.	
5	Annexure-4 PRO-FORMA for uploading details of EMD, Annexure-3	
6	Annexure -9A/9B/9C Pro-forma for Authorization letter/Certificate.	
7	Annexure-11-Authorization letter for attending tender opening.	
8	Annexure -12 Instructions to the tenderer and Articles of Agreement duly signed	
9	Annexure-13 Litigation History	
10	Annexure-14 Pact of Integrity	
11	Annexure-15 Grievance Redressal Mechanism	
12	Signed copy of Tender Document (Schedule of Specifications, Mandatory Conditions)	
13	Firm/Company/ Sanstha Registration Certificates	
14	Partnership deed	
15	Solvency Certificate	
16	C.A.'s certificate for turnover of the tenderer	
17	Pan Card with Photograph.(Only for Indian Bidder)	
18	GST Registration Certificate as applicable	
19	Import / Export license issued by competent authority(if applicable)	
20.	Valid Registration Certificate under EPF & M Act 1952	
21.	Valid Registration Certificate under ESIC Act 1948.	
22.	Power of Attorney to sign the tender	

Full Signature of the tenderer with
Official Seal & Address

Sr.No.	Technical Bid Description of Document	Whether uploaded or not
1	Annexure -5 Technical Offer	
2	Annexure-6 Spare Parts	
3	Annexure -7 Consumables	
4	Annexure -8 Comparison of tender specification v/s equipment specification	
5	Annexure-10 Experience Certificate	
6	Copy of valid CE certificate OR copy of valid USFDA approval as mentioned in General Conditions (Technical specifications) of the tender.	
7	Technical brochure of quoted model	
8	Annexure A - Irrevocable Undertaking on Rs. 500 Stamp paper.	
9	Annexure-B – GST Details.	

Full Signature of the tenderer with
Official Seal & Address

ANNEXURE -1

Tender No. KEM/ 457 /TDRE-GEM

Particulars about the tenderer- (Specimen copy)

(To be uploaded in Technical Bid)

Date:-……..

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

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

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

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

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

d. Ownership status of the Firm. (Maharashtra Govt./ Other state Govt./ Central Govt./ Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company).

9. Whether tender is Indian/Foreign Manafacturer (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 Manafacturer 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 Manafacturer 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.

9. Location of other manufacturing works / factories owned by the firm (if any)

10. 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:

11. County of Origin

12. Port of Shipment.

13. Currency for the quoted equipment-

14. Bank Details:-

a.Bank details of Manafacturer.

b.Bank details of tenderer as applicable.

I/We have carefully gone through the tender requirement/specifications, we are confident to fulfill the exact requirement asked for as a manufacturer along with the required documents to be provided along with the tender. I/We assure you for the same and accordingly I/we are participating in this tender process.
I/We have carefully gone through the tender documents and the term and conditions mentioned therein & are all acceptable & agreeable in entirely to me/us.

Full Signature of the tenderer with Official Seal & Address

Annexure -2

Tender No. KEM/ 457 /TDRE-GEM

Tender Form

(To be uploaded in Technical Bid)

To,

The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

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

1) Invitation to 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 NIC PORTAL HTTPS://MAHATENDERS.GOV.IN. :- (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 NIC PORTAL HTTPS://MAHATENDERS.GOV.IN.

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

4. I / We also agree to keep this e-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.200/- (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.

1. ……
2. ……
3. ……
4. ……

Full Names and Residential Address

of all the partners constituting

The firm:

1. …… A/c. No……

…… Name of the Bank……..

…… Name of the Branch…….

2. ……

……

……

3. ……

……

Annexure – 3

Tender No. KEM/ 457 /TDRE-GEM

Undertaking to be signed by the tenderer

(To be uploaded in Technical Bid)

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 herein below 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 B.M.C. also in similar conditions.

7. I / We agree to comply with fulfill the requirements of all labour laws or other enactments applicable to this supply and abide them throughout the period of contract.
8. I / We agree to abide the regulations of the BMC premises now in force or which may come into force, during the currency of the contract. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC will not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.

9. I / We shall not sublet the work to any agency without prior approval of the BMC.

10. I / We understand and accept that our 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 B.M.C. / 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.

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 malafideintention during the completion of the contract anywhere in B.M.C. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as its finds fit.
13. The acceptance of this tender by B.M.C. shall constitute a binding contract between me / us and B.M.C.

14. I/we further confirm that the information/document submitted by me regarding GST No. (If applicable) is true and correct as per record of GST Department and in the event if it is revealed subsequently after opening of 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 _____, hereby certified that do hereby state that I/We have a full-fledged and well established service centre in Mumbai.

16. * I/We,_____ hereby declare that on our establishment there are less than 20 employees/ Labourers and as such it is not mandatory to register our firm under EPF & MP Act 1952.

17. *I/We ----------hereby declare that we are using the energy for production purpose. However there are less than 10 employees / Labourers on our establishment.

OR

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

As such, the provisions of ESIC Act 1948 are not applicable to our firm and it is not mandatory for us to register the firm under ESIC Act 1948.

(* Strike out if not applicable)

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

Or

I/ We hereby certify that M/s ---------- (Name and Address bidder) who Distributor /Dealer / Importer /Traders/agent appointed by _____ (Name and address of foreign manufacturer) are authorized to submit offer and commit, sign finalize and execute order on our behalf and is responsible for sales promotions of our entire range of the products in India. I/We will be directly responsible for all the 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 suab systems in the past one year in the Maharashtra State for quantity variation upto – 50% or + 10% at a price lower than that offered in the present bid to any other outside agencies including Govt. /Semi Govt. Agencies and within B.M.C. also. Further, we have filled in the accompanying 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.200/-duly notarized by Notary Public / First Class Magistrate.) or Equivalent document.

Annexure – 3-A
Tender No. KEM/ 457 /TDRE-GEM

(In case of bid submitted by Authorized Distributor /Dealer / Importer /Traders/agent for Indian/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._____, India.** a firm (hereinafter referred to as the "SUPPLIER" which expression where the context admits shall include its successors in interest and assigns of the other part(2nd party) and **M/s ._____**(3rd Party as Principle).

Whereas as the PURCHASER is desirous that Supply, Installation, testing and commissioning of the equipment & accessories be done by supplier or manufacturer as per the terms and conditions laid out in 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/ 100 % subsidiary /Distributor /Dealer / Importer /Traders/agent towards the performance of the supplied equipment for the product life cycle (3 yrs warranty plus 5 years CMC/AMC) (8 years).

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

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

NOW THIS AGREEMENT WITNESSED & THE PARTIES AGREES AS FOLLOWS:

1. In pursuance of the agreement and in consideration of Rate only as payable to the Manufacturer/ Bidder, the Manufacturer/ Bidder shall start commence the work in the manner as stated in the agreement.

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

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

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

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

a) The CMC/AMC will be effective from the day after successful completion of warranty/ guarantee period. During CMC/AMC period, the Service Engineer will have to make 04 (four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within 72 hours (3 days) from the date & time of lodging of complaint with the supplier / principle through phone / fax/person/post/courier/e-mail. The complaint/message will be sent to the address given in this contract as well as in supply order.
b) If the breakdown is attended and rectified within 120 hours (5 days) at our sits, no penalty/ deduction will be made from the CMC/AMC bill.
c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the supplier at our site, deduction will be made @ double the prorata basis CMC/AMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days.
d) If the problems are required to be rectified at Service Centre site/workshop/premises, additional 7 days period will be allowed i.e. total 10 days from the day of initial breakdown report. Normal CMC/AMC charges for additional 7 days period will be deducted from the bill of CMC/AMC on prorata basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10

days, there will be a provision to deduct **@ double the CMC/AMC charges/ day on prorata basis from the bills for delayed period.**

e) The CMC/AMC will be comprehensive and it will include supply, fitment, Maintenance, repair of the equipment, its parts. Arrangement of spares will be the sole responsibility of the Principle Manufacturer and / or its Distributor /Dealer / Importer /Traders/agent (in case of imported item) for which no extra charges will be paid to the party by BMC as it has already been incorporated in CMC/AMC charges.

f) In the event of failure of the Dealer/Indian distributor/importer/Trader/agent to execute the CMC/AMC as per agreed TENDER terms and conditions, the entire responsibility to execute the CMC/AMC will be on the Principle Manufacturer/OEM at the quoted cost only.

g) In case the Principle Manufacturer changes the Distributor /Dealer / Importer /Traders/agent, it will be the sole responsibility of the Principle Manufacturer/OEM to communicate the same immediately to BMC management to get the CMC/AMC executed uninterrupted through their reappointed/nominated Distributor /Dealer / Importer /Traders/agent to ensure that there is no discontinuation of the CMC/AMC due to change/re-appointment of Distributor /Dealer / Importer /Traders/agent etc. DEAN OR DMC, CPD or authorized representative will represent BMC for agreement and its further renewals. Performance Bank Guarantee which will remain valid up to the end of 10 years and further six month which will be the responsibility of the Principle Company.

h) The responsibility of supply, installation, testing and commissioning of medical equipments along with 3 years warranty and 5 years Comprehensive Maintenance Contract / Annual Maintenance Contract (As applicable) shall be of Manufacturer and Distributor /Dealer / Importer /Traders/agent **JOINTLY AS WELL AS SEVERALLY**.

i) No advance payment will be made to the supplier on a/c of CMC/AMC rather; the payment of AMC/CMC of the medical equipments shall be made on six monthly basis subject to satisfactory completion of maintenance and servicing activities. In case of no Breakdown, failure in providing Quarterly Preventive Maintenance service will lead to nonpayment of proportionate CMC/AMC charges for that six months payment.

j) This is a firm & fixed price agreement for CMC/AMC till CMC/AMC period. No taxes, duties etc, shall be reimbursed by the PURCHASER separately on this account and no variation/escalation shall be applicable during agreement period.

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

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

- not declared insolvent any time in the past.
- not debarred/ black listed by either B.M.C. / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of 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:

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

Signature_____
Name:
Designation:
Address:

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

IN THE PRESENCE OF (WITNESS)

Signature

Name:

Address:

Signature

Name:

Address:

ANNEXURE -4

Tender No. KEM/ 457 /TDRE-GEM

PRO-FORMA for uploading details of EMD and Annexure-3

(To be uploaded in Technical Bid)

1	Name of Tenderer			
2	Name of Supply			
3	Department			
4	Bid No. & Date Due Date			
5		**Details**	**E.M.D.**	**Annexure-3 (Affidavit)**
	A	Amount Rs.		-
	b	On line Payment.	Yes	-
	c	Date		-
	d	Bank Details:-		-
	e	IFSC Code:-		-
6	Is original **Annexure-3** uploaded?		-	Yes

Full Signature of the tenderer

with Official Seal & Address

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

ANNEXURE -5

Tender No. KEM/ 457 /TDRE-GEM

(Technical Offer)

(To be upload in **Technical Bid**)

Item Group No.	**Description of the Items**	**Quantity**
Item "A"	SITC of High-Performance Liquid Chromatography (HPLC) System with photo Diode Array (PDA) detector (01 Nos.) for Microbiology dept. of KEM Hospital along with Standard accessories and CMC for five years after the completion of warranty of three years.	1 Nos
A-1	Import Supply	
Make		
Model		
A-2	Local Supply	
Make		
Model		
Scope of Supply		
	Bidder shall quote the rate of consumables as basic rate excluding taxes.	

Note: 1) Price should NOT be quoted in this Annexure

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

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

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE - 6

Tender No. KEM/ 457 /TDRE-GEM

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

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

Full Signature of the tenderer with
Official Seal & Address

ANNEXURE -7

Tender No. KEM/ 457 /TDRE-GEM

(List Of Consumables)

(To be uploaded in **Technical Bid**)

Item Group No	**Items Description in Commercial Bid for single unit**	**Description of the Items**	**OEM/ Proprietary**	**Open/ General**
1	**2**	**3**	**4**	**5**
Item	SITC of High-Performance Liquid Chromatography (HPLC) System with photo Diode Array (PDA) detector (01 Nos.) for Microbiology dept. of KEM Hospital along with Standard accessories and CMC for five years after the completion of warranty of three years.			
1	Consumable 1			
2	Consumable 2			
3	Consumable 3			
4	Consumable 4			
5	Consumable 5			
6	Consumable 6			
7	Consumable 7			

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

- The rate quoted for consumables shall be freezed for 8 years, shall be considered for evaluation.
- Any additional consumables other than mentioned above shall be covered under warranty and CMC.

Full Signature of the tenderer with
Official Seal & Address

ANNEXURE -08

Tender No. KEM/ 457 /TDRE-GEM

(To be uploaded in Packet B)

COMPARISION OF TENDER SPECIFICATION V/S EQUIPMENT SPECIFICATION

Tenderer should submit information in the following proforma

Sr No	Technical particulars/Description as per tender.	Technical particulars/Description of offered Equipment/Model(To be Filled by Bidder)	Catalogue /Brochure/Document Reference No. (To be Filled by Bidder)
A	Name of Equipment		
B	Name of Manufacturer		
C	Model of Equipment		
D	SITC of High-Performance Liquid Chromatography (HPLC) System with photo Diode Array (PDA) detector(01 Nos.) for Microbiology dept. of KEM Hospital along with Standard accessories and CMC for five years after the completion of warranty of three years.		
Specification to be filled up			

D	Makes and Models of Local Equipment quoted.		
	1		
	2		
	3		
	4		
	5		

I/We have gone through all the details 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. KEM/ 457 /TDRE-GEM

PRO-FORMA FOR MANUFACTURER'S LETTER
(If tender is submitted by Indian or foreign manufacturer)
(To be uploaded in Technical Bid)

To,
Municipal Commissioner,
B.M.C. Mumbai.

Sir,

Reference: - Your E-Tender Document No. _____ dated _____.
I/ We ,_____ who are an established and reputed manufacturer of (name of medical equipment) having factory/factories at _____, hereby state that we have (name of medical equipment) manufacturing unit/units as per tender condition. We hereby agree to manufacture the (name of medical equipment) as per the tender specification.

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

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

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

Yours faithfully

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

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

Annexure-9B
Tender No. KEM/ 457/TDRE-III

PRO-FORMA FOR MANUFACTURER'S LETTER
(For foreign manufacturer's only)
(To be uploaded in Technical Bid)

To,
Municipal Commissioner,
B.M.C. Mumbai.

Sir,

Reference: - Your E-Tender Document No. _____ dated _____.
I/ We ,_____ who are an established and reputed manufacturer of (name of medical equipment) having factory/factories at _____, hereby state that we have (name of medical equipment) manufacturing unit/units as per tender condition.
Our 100% Indian subsidiary / subsidiary of Principle foreign manufacturer /sister concern/associate/affiliate/joint venture- registered in India (In case of Foreign Manufacturer only) are submitting this tender against your requirement as contained in the above referred tender document for the above materials. We hereby agree to manufacture the (name of medical equipment) as per the tender specification.

I/We state that the price quoted by M/s _____ Our 100% Indian subsidiary / subsidiary of Principle foreign manufacturer /sister concern/associate/affiliate/joint venture- registered in India for this tender is reasonable and not higher than what we would have quoted, had we participated in this tender.
Also I/we declare that our manufacturing unit has output of _____ units /year and during previous five years manufactured ____ units, year wise breakup is as follows.
1._____
2. _____

3._____

4._____

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

Yours faithfully

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

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

Annexure-9C
Tender No. KEM/ 457 /TDRE-GEM

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

(To be uploaded in Technical Bid)

To,
Municipal Commissioner,
B.M.C. Mumbai.

Sir,

Reference: - Your E-Tender Document No. _____ dated _____.
I/ We ,_____ who are an established and reputed manufacturer of (name of medical equipment) having factory/factories at _____, hereby state that we have (name of medical equipment) manufacturing unit/units as per tender condition.
I/We ourselves hereby certify that M/s _____ Distributor /Dealer / Importer /Traders/agent appointed by us are submitting this tender against your requirement as contained in the above referred tender document for the above materials. We hereby agree to manufacture the (name of medical equipment) as per the tender specification.

I/We state that the price quoted by M/s _____ Distributor /Dealer / Importer /Traders/agent appointed by us in India for this tender is reasonable and not higher than what we would have quoted, had we participated in this tender.
Also I/we declare that our manufacturing unit has output of _____ units /year and during previous five years manufactured ____ units, year wise breakup is as follows.
1._____
2. _____

3._____

4._____

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

Yours faithfully

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

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

ANNEXURE -10
Tender No. KEM/ 457 /TDRE-GEM
(To be uploaded in Packet B)

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

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. Scanned copies shall be uploaded in the Packet "B".

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. KEM/ 457 /TDRE-GEM

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.

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. KEM/ 457 /TDRE-GEM

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

To,

The Municipal Commissioner,
B.M.C.

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

Tender No. KEM/ 457 /TDRE-GEM

Pro-forma of '**Articles of Agreement'** for the purchase of equipment at the ..... B.M.C. Hospital,

Quotation / Tender due on _____

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

Contract for Supply / work of : _____

_____

Case No._____ of _____

During the period from_____to _____

THIS AGREEMENT MADE ON THIS _____Day of _____

Two Thousand_____ Between_____

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

_____

in Mumbai under the style and name of Messer's_____ _____ for and on behalf of himself / themselves, his / their heirs, executors, administrators and assigns (Hereinafter called ' the Contractor/s') of the FIRST PART and _____ Shri/Smt._____the Dean (KEM Hospital) in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore include Dean (KEM Hospital) and any officers of Brihanmumbai Municipal Corporation authorized by the Dean (KEM Hospital) and shall also include their successors & assign / assignee for the time being holding office, of the SECOND PART and the Municipal Corporation of Greater Mumbai (Hereinafter called ' the Corporation') of the THIRD PART.

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

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

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

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

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

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

1. <u>Contract Period</u>

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

2. **<u>Contract deposit:</u>**

Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost in the form of Bankers' Guarantee from the Bankers approved by the Brihanmumbai Municipal Corporation & same will be retain upto completion of AMC/CMC period.

3. **<u>Supply to be made according to the Order</u>**

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

3(a).**<u>Failure to execute Orders</u>**

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

3(b).**<u>Period</u>**

Unless otherwise stated elsewhere in this Contract, Equipment shall be delivered by the

Contractor/s within stipulated period from the date of receipt of Order / Opening of Letter of Credit by the Corporation.

4. **Place of Delivery**

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

5. **Quality**

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

6**. Penalty for Inferior Supply**

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

7. **Risk & Cost Purchase**

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

thereby incurred, to a maximum of 15 % shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.

8. **Submission of Bill**

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

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

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

10. **Breach of Contract**

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

11. **Dissolution of the Contract**

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

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

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

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

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

14. **The Commissioner not compellable to defend or answer any suit relating to any certificate or award made by him.**

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

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

The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Contractor/s under these present and or also on and over the deposit or security, amount or amounts made under this contract and which may become repayable to the Contractor/s made the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the Contractor/s either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature whatsoever between the Corporation and the Contractor/s and also for or in respect of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Contractor/s either alone or jointly with another and others under the provision of the Mumbai Municipal Corporation Act, or any other Statutory

enactment or enactment in force in modification or substitution thereof. AND further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum or tax due by the Contractor/s from the moneys, security or deposit which may become payable or returnable to the Contractor/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Contractor/s in his/ their capacity as a trustee/s either alone or jointly with others. The provisions of this conditions shall also apply and extended to the Banker's Guarantee if any given by the Contractor/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.

16. **Termination of the Contract**

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

17. **Return of the Contract**

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

18. **Banker's Guarantee**

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

19. **Partnership**

Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these present shall if signed in the partnership name by any one of the Contractor/s be of a good and sufficient discharge to the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby and in the event of the death of any contractors, during the pendency of this contract it is thereby expressly agreed that every receipt by any of the surviving Contractor/s shall if so signed as aforesaid, be a good and sufficient discharge as aforesaid. PROVIDED that nothing in this clause contained shall be deemed to prejudice or affect any claim which the Commissioner or Corporation may hereafter have against the legal representatives of any Contractor/s so dying or in respect of any breach of any of the conditions hereof. PROVIDED ALSO that

nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Contractor/s and of the legal representatives of any deceased Contractor/s inter se.

20. **Charges**

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

21. **Singular – Plural**

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

22. **Meaning**

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

23. **Acknowledgement**

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

24. **Penalty**

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

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

OR

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

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

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

/Dealer / Importer /Traders/agent during the guarantee / warranty period shall bear all the taxes, custom duties, levies, to & fro cost of transportation etc. of the Machinery / Equipment while the same is taken away from India and returned to India (i. e. Municipal Hospital) duly repaired by the Manufacturer. During the entire period of guarantee the 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 and 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.

26. Maintenance contract:

i. Service and annual maintenance contract:

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

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

b) If the breakdown is attended and rectified within 120 hours (5 days) at our sits, no penalty/ deduction will be made from the AMC bill.

c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the Service engineer at our site, deduction will be made @ double the prorata basis AMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days.

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

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

OR

ii. Service and comprehensive maintenance contract:

The successful tenderer shall have to enter into comprehensive Maintenance contract for at least five years after the completion of guarantee period of 36 months at the rate of 8% of equipment cost per year, rate will be fixed for 5 years. The comprehensive Maintenance contract shall include the equipment and all accessories supplied by the tenderer as a part of this tender. It is the responsibility of the tenderer to see that the equipment and all accessories are maintained in proper functioning condition by providing spare parts where required, whether such spare parts/accessories be manufactured by the tenderer or not.

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

b) If the breakdown is attended and rectified within 120 hours (5 days) at our sits, no penalty/ deduction will be made from the CMC bill.

c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the Service Engineer at our site, deduction will be made @ double the prorata basis CMC charges per day from the bill after allowing stipulated period of 120 hours i.e. 5 days.

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

27. **Scope of the Contract**

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

28. **Operation of the Contract Clauses**

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

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

SIGNED, SEALED AND DELIVERED

By_____

Of_____

In the presence of

1)_____

2)_____ CONTRACTOR

SIGNED, SEALED AND DELIVERED

By_____

Dean (KEM Hospital) in the presence of

1)_____

2)_____ Dean (KEM Hospital)

The Common Seal of the Municipal

Corporation of Greater Mumbai was

Affixed on this _____day of _____ S E A L

Two Thousand_____ in the presence of

1)_____

2)_____

Two members of the Standing Committee

Of the Municipal Corporation of Greater

Mumbai.

Witness_____

Municipal Secretary_____

_____

Contract examined with the Tender and Resolution of the Standing Committee No_____ of _____ and found correct.

Annexure – 13

Tender No. KEM/ 457 /TDRE-GEM
(To be uploaded in **Technical Bid**)

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

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 200/- stamp paper)

ANNEXURE – 14

Tender No. KEM/ 457 /TDRE-GEM

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 "B.M.C." 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 / Authorised 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 BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BMC will commit to prevent corruption, in any form, by its officials by following transparent procedures. In order to achieve these goals, the BMC will appoint an external independent monitor who will monitor the 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 B.M.C.

1.1 B.M.C. commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.

1.2 The B.M.C. 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 B.M.C. will during tender process treat all bidders with equity and reason. The B.M.C. before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the 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 BIDDERS / CONTRACTORS

2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any

pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.

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

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

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

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

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

2.7 The Bidder shall not lend to or borrow any money from or enter into any 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 B.M.C.) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in B.M.C.

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

2.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the B.M.C. or his relatives.

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

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

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

3. PREVIOUS TRANSGRESSION

3.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any other company in any country or with Public Sector Enterprises in India in respect of any corrupt practices envisaged hereunder that could justify BIDDER's exclusion from the 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 Bidders/ Contractors or anyone employee acting on his behalf whether or without the knowledge of the Bidder before award of the contract has committed a transgression through a violation of aforesaid provision or in any other form such as put his reliability or credibility into question, the B.M.C. 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 Bidders would continue.

4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the B.M.C. and B.M.C. 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 B.M.C. 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 B.M.C. 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 B.M.C. resulting from such cancellation / rescission and the B.M.C. 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 B.M.C. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.

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

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

4.11 To debar the Bidders/ Contractors from participating in future bidding process of B.M.C. for a minimum period of three years.

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

5. FALL CLAUSE

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

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

6.1 The B.M.C. 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 B.M.C./ 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 B.M.C. 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 B.M.C.

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 B.M.C. i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

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

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

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

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

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

ANNEXURE – 15

Tender No. KEM/ 457 /TDRE-GEM

GRIEVANCE REDRESSAL MECHANISM

Procuring Entity, B.M.C. has formed a Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, may within a period of 7 days or any such other period, as may be specified in the pre-qualification document, bidder registration document or bidding documents make an application for review of such decision or action to procuring entity [Director (M.E.&M.H.) for medical tenders, Director (E.S.&P.) and/or concerned D.M.C. for Engineering Department, concerned D.M.C. for the other tenders]. While making such an application 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 Bid** (General Requirements), an application for review may be filed only by a bidder who has participated in procurement proceedings and after declaration of successful bidder in **Technical Bid** (Technical Bid), an application for review may be filed only by successful bidders of **Technical Bid**. Provided further that, 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, B.M.C. may decide whether the bid process is required to be suspended pending disposal of such review. The B.M.C. 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.

B.M.C. 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 B.M.C. 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 '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 redressal before Redressal Committee shall be accompanied by fee of Rs.25,000/- fee shall be paid in the form of D.D. in favour of B.M.C.

Procurement Redressal Committee will consists of not less than three members including its Chairman who shall be the retired Judge of High Court and two members of the Committee will be from the field of Public Procurement and experience at senior level in Public Administration or Public Finance or Management or Engineering or Specific Project or Management of Public Sector Enterprises.

On receipt of the application, the Committee shall after giving opportunity of hearing to the procuring entity, B.M.C. as well as the Applicant, determine the issue taking into consideration the rules and guidelines as well as tender conditions, terms of the pre-qualification, bidder registration or bidding document, as the case may be and communicate its recommendations including corrective measures to be taken to B.M.C. and to the Applicant within 10 days, if necessary, the Committee may held more sittings to dispose the application.

No application shall be maintainable before the Procuring Committee in regard of any decision of the B.M.C. 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.

The Procurement Redressal Committee may recommend to the procuring entity the suspension of the procurement process pending disposal of the application, if in its opinion, failure to do so, is likely to lead miscarriage of justice.

On receipt of recommendation of the Committee, Municipal Commissioner will communicate his decision thereon to the Applicant and to the Committee 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.

Municipal Commissioner and/or Procurement 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 tenderer with Official Seal and Address

Tender No. KEM/ 457 /TDRE-GEM

Special Annexure-I

Sr. No.	SAC/HSN Code	Item/Work Description	Amount inclusive of all taxes and duties	Bidder to indicate the amount of applicable taxes.								
				CGST		SGST		IGST		Other taxes if any		Total amount of taxes
				%	Amount	%	Amount	%	Amount	%	Amount	

**** Rates for consumables & spares shall be quoted excluding taxes if any. All taxes will be paid at actual as per prevailing rate.**

Tender No. KEM/ 457 /TDRE-GEM

Annexure- A

Irrevocable Undertaking

(on Rs.500/- stamp paper)

I. Shri/Smt _____aged, _____years Indian Inhabitant. Proprietor/Partner/Director of M/s._____ Resident at _____ do hereby give Irrevocable undertaking as under:

1) 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.

2) 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.

3) 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.

4) 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.

Details of the Item Data:-

Tender No. KEM/ 457 /TDRE-GEM

Item Group No.	**Description of the Items**	**Quantity**
Item "A"	SITC of High-Performance Liquid Chromatography (HPLC) System with photo Diode Array (PDA) detector (01 Nos.) for Microbiology dept. of KEM Hospital along with Standard accessories and CMC for five years after the completion of warranty of three years.	1 Nos.
A-1	Import Supply	
Make		
Model		
A-2	Local Supply	
Make		
Model		
Scope of Supply		

Department of Microbiology
Seth GS Medical College and KEM Hospital, Mumbai

Revised Specifications for **Fully PC controlled High-Performance Liquid Chromatography (HPLC) System with Photo Diode Array (PDA) detector**

A] Pump:

1. Quaternary systems with low pressure gradient mode
2. Flow rate: At least 0.001 to 10 ml/min
3. Function: Purification at micro, analytical or prep scale
4. Operation Pressure: Approximate high range of at least 400 bar
5. Flow accuracy: ±1 % or 10 µL/min whichever is more, pumping degassed H_2O at 10 MPa (100 bar)
6. Flow rate precision: ≤0.06% RSD
7. Number of channels: 4
8. Integrated degassing unit with at least 4 channels
9. Safety Measures: Liquid leakage sensor
10. Composition accuracy: At least ± 0.8% (independent of Back Pressure)
11. The pump should be supplied with Online Vacuum degasser of 4 independent channel with a flow rate of at least 0.2-5.0 ml/min.

B] Column Oven

1. Temperature range: At least +4°C to 60°C ambient
2. Temperature precision: ≤ 0.2°C
3. Column capacity: two columns of at least 25 cm
4. Safety Measures: Liquid leakage sensor

C] PDA detector

1. Source: Single beam polychromators, deuterium and tungsten-halogen
2. Wavelength: at least 190-800 nm
3. Wavelength accuracy must be a maximum of ±1 nm
4. Sensitivity: 0.01 to 2.0 Absorbance Units Full Scale (AUFS)
5. Mode of operation: Scanning and detection at variable/fixed wavelength.
6. Quartz flow cell with 10 -12 µL volume, 10 mm cell path length, and a maximum of 12 MPa pressure.
7. A leak sensor and lamp replacement protection system (lamp automatically turned OFF) should be available.

D] Thermostatted Autosampler:

The system should be supplied with following features:

1. Collection and injection samples from vials/microtiter plates
2. Sample capacity: At least 100 x 1.5 ml
3. Sample injection system: Loop injection
4. Sample injection volume: 0.1 - 100 µl
5. Injection volume accuracy: ±1.0% RSD (when 10µl is injected)
6. Injection Volume precision: ±0.25% RSD (when 5 is injected)
7. Carry over: ≤0.05% with caffeine/ Chlorhexidine
8. Sample thermostatting: at least 4 to 35° C
9. Pressure at least up to 200 bar

10. Safety Measures: Liquid leakage sensor
11. All the operations should be controlled through the parent software

E] Chromatography Software

- Licensed copy of the master software with compatible software controlling individual modules compatible with Windows 10 or higher
- Software should fully support all compliance requirements mandated by US FDA-21 CFR Part 11.
- Compliance to 21 CFR Part 11 ensures:
  - Accurate and complete copies of records
  - Versioning of all relevant records for traceability
  - Preservation of records between their creation and their automatic transfer immediately after acquisition, reprocessing or interactive modifications
  - Controlled copies of the data
  - Mandatory login before allowing appropriate access
  - Records of changes captured in user-independent time-stamped audit trails
- Software should provide the necessary controls for managing system access, user management, data transfer handling and audit trail functionality.
- Single point control of the entire HPLC Customizable data reports, online help wizards Report publisher/ Report can be stored at PDF format.

F] Other Requirements:

1. Suitable table/tables with granite top, electrical switches and power supply extension to accommodate HPLC system with PC.
2. Toolkit for routine maintenance of HPLC with sufficient quantities of silicon connecting tubes and ferrules (at least 2 sets).
3. Sampling vials (500 nos.) of 200 µL capacity with septa, wheaten bottles (15 nos.), spare deuterium and tungsten lamps (2 each) should be provided.
4. Inline UPS 5 KVA which stabilized current at 230V with external maintenance free battery for minimum back up of 60 minutes in case of power failure
5. Computer and printer: Should have branded computer compactable to the system (with i5 or above, 4 USB port, 4 GB RAM, 1 TB Hard Disk, DVD Writer, 19" LCD monitor) with licensed software for data reduction and analysis and parallel laser color Wi-Fi printer.
6. Filtration assembly: Oil free vacuum pump for sample and mobile phase filtration, filter funnel Syringe Filtration assembly 5 pack (13 mm diameter), Syringe Filtration assembly 5 pack (45mm diameter), Nylon membrane for filtration 5 pack (13 mm diameter), with adapter 25 KVA online with external maintenance free battery for minimum of 60 minutes back up in case of power failure.

Revised Specifications for **Fully PC controlled High-Performance Liquid Chromatography (HPLC) System with Photo Diode Array (PDA) detector**

7. System should be supplied with following Columns:
   - C-18 – 250 x 4.6 mm (1 no.) with pre-guard column (2 nos.)
   - C- 8 – 250 x 4.6 mm (1 no.) with pre-guard column (2 nos.)
   - C- 18 – 250 x 20 mm (1 no.) with pre-guard column (2 nos.)
   - C- 8 – 250 x 20 mm (1 no.) with pre-guard column (2 nos.)
8. Prices of all individual items/components must be quoted.
9. Equipment must be attended to within 48 hours in case of breakdown. Downtime of equipment shall be less than 5% of the warranty period per year. In the event of longer downtime, the vendor shall increase the comprehensive maintenance period by five times the downtime.
10. Vendor should provide on-site and off-site training at an accredited laboratory as well as application support for optimum use of equipment.
11. Documentation: All the manuals like operation, service, and maintenance with all electronics circuit diagram to be provided.
12. Installation qualification, Performance qualification and operation qualification (IQ / PQ / OQ) documents are necessary

G] General Specifications:

1. Three-year comprehensive warranty to be followed by 5 years CMC. Technical support required, spares and consumables should be assured for two years after initial 3+5 years period is over.
2. Technical support, required spares, and consumables should be assured for two years after contract period (3 + 5 years) is over.
3. Preventive maintenance must be carried out 4 times per year during the contract period (3 + 5 years), with unlimited breakdown maintenance.
4. Uptime should be minimum of 96% during the warranty and CMC period.
5. Equipment should be CE Certified along with declaration of conformity or US FDA approved for offered model and accessories.
6. Third party inspection certificate should be applied from port of origin of shipping of equipment (from the parent company's country of origin).
7. CDSCO import / manufacturer license is required.
8. A list of three users with addresses and contact numbers and past performance certificate for the quoted model should be provided.
9. Demonstration of quoted model is compulsory.
10. All the equipment offered should be supplied by the same manufacturer/authorized vendor.
11. Service Training to MEC Engineer and operational training to user department should be provided.
12. Operating and detail service manual with circuit diagram should be provided.
13. Power supply: 230 V ±15%, 50 Hz ± 3%.
14. Topicalizations: operation temperature of 40°C, storage temperature of 60° C and relative humidity up to 90% (non-condensing)