

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**566, N.M.JOSHI MARG, BYCULLA (W), MUMBAI – 400 011.**



**TENDER DOCUMENTS FOR PROCUREMENT OF MEDICAL  
EQUIPMENTS ALONG WITH COMPREHENSIVE/ANNUAL  
MAINTENANCE CONTRACT**

**AT THE**

**M.C.G.M. HOSPITAL**

**MUMBAI**

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## **1. E-TENDER NOTICE**

The Commissioner of Municipal Corporation of Greater Mumbai (MCGM) invites following e-tenders as given in Annexure-I in three Folder system i.e. Folder “A”, Folder “B” & Folder “C” from the firms dealing in the line of Medical Equipments.

The tender copy can be downloaded from MCGM’s portal (<http://www.mcgm.gov.in>) under e – procurement section after the online payment of scrutiny fee. All interested vendors / contractors whether already registered or not registered with MCGM are mandated to get registered with MCGM for e-tendering process & obtain login credentials to participate in the online bidding process. The details of the same are available on the above mentioned portal under ‘Tenders’ tab. Vendors can get digital signature from any one of the Certifying Authorities (CA’s) licensed by controller of certifying authorities namely, Safes Crypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e-Mudhra CA.

### **ANNEXURE I**

<b>Sr · N o.</b>	<b>Description of work</b>	<b>EMD</b>	<b>Start Date and Time of Bidding</b>	<b>End Date and Time of Bidding</b>
1.				
2.				
3.				
4,				

The tenders duly filled in should be uploaded & submitted online on or before the end date of submission. The Folder ‘A’, Folder ‘B’ & Folder ‘C’ of the tenders will be opened as per the time-table shown in the Header Data in the Office Dy.Ch. E.(C.P.D.) 566, N.M.JOSHI MARG, BYCULLA (W), MUMBAI – 400 011. If there are any changes in the dates, the same will be displayed on the MCGM’s portal (<http://www.mcgm.gov.in>)

**The Pre-Bid meeting will be held on \_\_\_\_\_ at \_\_\_\_\_ venue of the same is at**

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The Authority (MCGM) 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.

**By Order of the  
Municipal commissioner  
Municipal Corporation of greater Mumbai**

**Sd/-**

**Dy. Chief Engineer (C.P.D.)**

## 2.HEADER DATA

**E-Tender No.** Dy.Ch.E./ TDR/ /AEME

**Name of Organization** Municipal Corporation of Greater Mumbai

**Subject** Purchase of \_\_\_\_\_ ( \_\_\_\_\_ Nos.) for \_\_\_\_\_ Hospital of MCGM.

**Estimated Cost** Rs.

**Scrutiny fee of E-Tender** Rs. \_\_\_\_\_/-

**Earnest Money Deposit** Rs. \_\_\_\_\_/-

**Start Date and Time of Bidding**  / /20 from 11.30 hrs.

**End Date and Time of Bidding**  / /20 from 16.00 hrs.

**End date & time for receipt of EMD**  / /20 from 16.00 hrs.

**Opening of Folder A**  / /20 from 16.00 hrs.

**Opening of Folder B**  / /20 from 16.00 hrs.

**Opening of Folder C**  / /20 from 16.00 hrs.

**Address for Communication** Office Dy.Ch. E.(C.P.D.)  
566, N.M.JOSHI MARG, BYCULLA (W), MUMBAI – 400 011  
Tel. No. 022-23083161

**Venue for opening of bid** On line at above address

This tender document is not transferable

**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**CENTRAL PURCHASE DEPARTMENT**  
**566, N.M.JOSHI MARG, BYCULLA, MUMBAI – 400 011.**

**3. PREAMBLE**

The Municipal Corporation of Greater Mumbai invites Tenders from the Manufacturers & their authorized distributors/ dealers/agents for the supply of medical equipments and plants etc. to the Municipal Hospitals in Greater Mumbai 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 medical equipment of MCGM**

1. The e-Tendering process of MCGM is enabled through its Portal 'http://mcgm.gov.in'.
2. All the tender notices including e-Tender notices will be published under the 'Tenders' section of MCGM Portal.
3. All the information documents are published under the 'e-Procurement' section of MCGM Portal.
4. All interested vendors, are required to be registered with MCGM for e-Tendering process. Vendors not registered with MCGM before can apply on-line by clicking the link 'Vendor Registration' under the 'e-Procurement' section of MCGM Portal, Vendors already registered with MCGM need to contact helpdesk to extend their registration to e-Tendering process.
5. No manual offers sent by post/Fax or in person shall 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.
6. Please read carefully the document 'Instructions and Articles of Agreement for supply of medical equipment' available in 'e-Procurement' section of MCGM Portal. As MCGM switched to e-Tendering, if any references in this document is found as per traditional bidding process like Folders 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 and commercial bid need to be filled online.
7. This document (Instructions to vendors) and the 'Articles of Agreement' document which are available in e-Tendering section of MCGM portal make part of all tender documents unless stated otherwise in the tender document.
8. **Affixing of digital signature at any one place in the bid document while submitting the bid shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.**
9. All the documents and data submitted by vendors online will be digitally signed by the system by prompting for digital signature certificate. Thus, it is mandatory for the vendors willing to participate in e-Tendering to procure digital signature certificate of class-2/class-3 and 'Company' Type.
10. Digital Signature Certificates: Vendors can procure digital signature certificate from any of the certifying authorities (CA) in India. However, for the convenience of the vendors, a team from one of the certifying authorities is made available to help them obtain digital signature certificates. Willing vendors may approach helpdesk for details.
11. The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in e-Procurement section.
12. In order to participate in an e-Tender, the registered vendors need to follow the steps given below.
  - a. Open the e-Tendering application by clicking the link available in 'e-Tendering' section of MCGM portal.
  - b. Download the 'Browser Settings' document and carry out the necessary settings and root certificates installation as mentioned in the document. Please note that



- the computer user should have administrative rights to the computer to be able work with e-Tendering application.
- c. Login to the application with your credentials and follow the instructions given in the document 'User Manual for Vendors - Bidding Process' which is available in the 'e-Procurement' section of MCGM Portal.
  - d. Make payment of tender fee online and download the tender document and other relevant information documents.
  - e. Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
  - f. Upload the administrative & technical bid documents. System will prompt for digital signature certificate while uploading the document.
  - g. Ensure that documents are uploaded properly by downloading them after upload.
  - h. Submitting the commercial bid by filling in the values on the screen. All the inputs given on this screen need to be digitally signed.
  - i. The administrative, technical and commercial bids can be submitted only online and before the due date and due time mentioned for submission of bids.
  - j. The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, please ensure to delete the old version.
  - k. Ensure that your bid is submitted by ensuring that the status of the bid in the initial bids listing screen is 'Bid submitted'.
13. Vendors should ensure to submit their bids well in time before the due date. Vendors will be solely responsible if they try to submit the bid just before due date and time and fail to do so due to their system problems, internet problems, User Id locking etc.
  14. It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc by installing appropriate anti-virus software and regularly updating the same with virus signatures etc. Vendors should scan all the documents before uploading the same.
  15. The administrative, technical and commercial evaluation documents will be available for all the participating vendors to after completion of the evaluation.
  16. Please refer to FAQs in the e-Procurement section of MCGM portal for additional information.
  17. For any help in the e-Tendering process, please call help-desk number 022-23083161 from 11.30 AM to 5.00 PM on all working days of MCGM.

## **5. FLOW OF ACTIVITIES OF TENDER**

1. Issue of Tender notice in the newspapers and M.C.G.M. Portal.
2. Download the tender documents from the Tender section of M.C.G.M Portal after paying online requisite cost of the tender.
3. pre-bid meeting if required.
4. Payment of E.M.D. to be paid by D.D. before the due date and due time of submission of tender to the office of Dy.Ch. E. (C.P.D.).
5. Simultaneous on line submission of tender documents with details as specified in the tender & proforma in Annexures shall be done by bidder as per the instructions available on M.C.G.M Portal for online submission of e- tender.
6. Administrative documents offer, i.e. Folder 'A' will be opened online on the due date and due time as stated in the tender notice.
7. Technical offer, i.e. Folder 'B' of only those bidder who are found to be responsive in the evaluation of administrative documents will be opened online on the due date and due time as stated in the tender notice.
8. Commercial bids i.e. Folder 'C' of only those bidder who are found to be responsive in the evaluation of administrative & technical offers, as decided in tender committee meeting will be opened online.
9. Demonstration of lowest bidder
10. Recommendations to Standing Committee for sanction to award the contract.
11. After sanction in Standing Committee issuance of the acceptance letter to successful bidder.
12. Payment of contract deposit, Legal Charges & Stationery Charges and submission of document for execution of written contract within specified time period of fifteen days from the date of receipt of Acceptance Letter.
13. Supply, installation, testing and commissioning of equipments and plant described in the specifications.

## 6. INSTRUCTIONS TO THE TENDERERS

Before filling in the tender, tenderers should read the “Instructions to Tenderers”, the “Mandatory conditions”, all “Annexures” and the “Articles of Agreement” very carefully, wherein the tender and contract conditions are clearly mentioned.

**1. Who can quote** Only the manufacturers and their authorized distributors/dealers/agents are qualified to fill and submit the tender. The authorized distributors/dealers/agent should submit the appropriate valid and current authority letter from the manufacturers for participating in the tender of M.C.G.M. as per the proforma given in annexure -11. The offers received from the distributors without authorization letter from the manufacturers shall be rejected outright.

The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender documents is downloaded.

**2. Where and how to submit the tender** The tender documents with details as specified in the proforma in Annexure must be submitted online in tender section of M.C.G.M. as per the instructions available on M.C.G.M Portal for online submission of e- tender.

**3. The Three Folder system** The tenderer should upload tender in three folders ( Folders ) system as below.

**A. Folder – ‘A’** : The tenderer shall not disclose / quote the rate of the items in Folder – ‘A’. In case such indication of rate by the tenderer in this Folder, the tender shall be rejected outright.

The tenderer must scan and upload the following valid and current mandatory documents on/or before the due date and due time.

### **Administrative documents**

1. Signed copy of tender documents.
2. Instructions and Article of agreement duly filled in, signed and stamped.
3. Solvency certificate from the Nationalised/Scheduled banks of required amount as specified and valid for 12 months and issued date not more than 6 months prior to due date of tender.

### **Total Estimated Cost      Solvency Certificate value**

#### **(Rs. In Lakhs)**

1. Above 300	Rs. 30 Lakh
2. Above 100 to 300	Rs. 20 Lakh
3. Above 50 to 100	Rs. 15 Lakh
4. Above 25 to 50	Rs. 10 Lakh
5. Above 10 to 25	Rs. 5 Lakh
6. Above 5 to 10	Rs. 2 Lakh
7. Upto 5	Rs. 1 Lakh

4. DD for payment of EMD.
5. Annual turnover and financial statement duly audited by the Chartered Accountant should be produce. Average annual turnover during the last three financial years shall not be less than 35% of the estimated cost / total cost of supply / works tendered for. Further in case of supply of machineries with turn key work, bidder should have executed and completed similar i) one work with 80% of estimated cost of invited tender or ii) Two works with 60% of estimated cost of invited tender or iii) Three works with 40% of estimated cost of invited tender, during last 5 years satisfactory in central govt. / state govt / semi govt / reputed private hospital having minimum 100 bed capacity.
6. Valid Registration Certificate under ESIC Act 1948. OR Declaration on Rs. 100/- stamp paper if registration under ESIC Act not applicable.
7. Valid Registration Certificate under EPF & M Act 1952. OR Declaration on Rs. 100/- stamp paper if registration under EPF & M Act 1952 not applicable.
8. VAT registration certificate or CST registration certificate as the case may be.
9. **Pan card with Photograph**
  - a) His own PAN Card in case of / Dealers/Supplier /Distributor/ agent etc.
  - b) In case of Company or firm
    - i) PAN Card of proprietor in case of proprietary /Ownership firm
    - ii) PAN Card of Company in case of Private limited Company
    - iii) PAN Card of a firm in case of Partnership firm
  - c) PAN Card of the Santhas /Societies /Trust which are registered under Public Trust Act 1950 / Registration Act 1860 / The Maharashtra Co Op Society Registration Act 1960 (whichever is applicable)
  - d) However, in case of public limited companies, semi government undertakings, government undertakings, no PAN documents will be insisted.
10. Power of attorney in case of partnership Firms / Public Ltd. Co. / Pvt. Ltd. Co. / Societies / Govt. Undertaking.
11. The tenderer must upload particulars about the tenderer. (Annexure – 1)
12. Company Registration Certificate, Partnership deed, articles of association, society's registration certificate as the case may be.
13. Undertaking for mandatory condition. (Annexure – 2)
14. Undertaking to be signed and sealed by the tenderer. ( Annexure – 3)
15. Declaration by the tenderer regarding eligibility and acceptance of term and conditions of the tender. ( annexure- 4)
16. Affidavit for compliance of condition No 13 (Incl. of 13A.13B and 13 C) of Articles of Agreement and Best Rate quoted. ( Annexure – 5)
17. The information regarding encoding of envelope of DD for EMD. ( Annexure – 6)

**All the documents should be uploaded in P.D.F. Format only**

**B. Folder – 'B' :** The tenderer shall not disclose / quote the rate of the items in Folder – 'B'. In case such indication of rate by the tenderer in this Folder, the tender shall be rejected outright.

The tenderer must scan and upload the following valid and current mandatory documents on/or before the due date and due time.

### **Technical documents**

1. Technical offer without price indicating scope of supply. Annexure – 7, 8,9 )
2. Comparison of tender specification v/s equipment specification (Annexure -10) mentioning the make and model of the equipment. Also upload the catalog of the equipment.
3. Required licences/certificates in the name of tenderer wherever required as specified.
4. Manufacturer's latest authorization letter as directed. ( Annexure – 11)
5. Past performance certificate. ( Annexure – 12 ) **Past Performance or Experience Certificate should be in the name of Bidder & not in the name of Manufacturer.**
6. Letter from manufacturer with manufacturer's signature/seal & address confirming that the rates quoted by their distributor for AMC/CMC are acceptable by them for the respective years.
7. Copy of Valid ISI/ISO/FDA/BIS/CE Certificate as mentioned in Technical Specification.
8. Copy of Valid Import License issued by competent authority in the name of manufacturer / 100% Subsidiary or Importer / Authorized Distributors

### **All the documents should be uploaded in P.D.F. Format only**

Any other documents as specified in tender and in annexure.

Photocopies of specific documents mentioned in respective tender schedule copy shall be attested from Gazetted officer of the State/central Government or from the Officer of Brihanmumbai Mahangarpalika not below the rank of Assistant Engineer/Office Superintendent before uploading the same in Folder –A & B.

### **Folder - 'C'**

The commercial bid have to be submitted online by filling the rates using the user ID and password using digital signature.

Folder "C" will be automatically generated as per item data. Tenderer(s) should fill itemized rate for the items mentioned in the Item data Tab.

**The prices quoted should be in one currency for all the items quoted i.e. Equipment, Accessories, CMC / AMC, Turnkey projects if any etc. failing which tenders will be rejected. While quoting the prices in Indian rupees it must be inclusive of all taxes like VAT, Octroi, C.S.T, Service Tax etc. In case of import, taxes such as custom duty, Stamp Duty etc. will be paid by MCGM. However same will be taken in to consideration for evaluation and price comparisons along with AMC/CMC/Indian items/turnkey work/cost of reagent (if any) etc.**

**In case of items quoted, CMC/AMC, turnkey projects in foreign currency, the conversion rate of the foreign currency will be as per the exchange rate on the date of the opening of Commercial Bid. This rate will be freeze for the next 5 years after warranty period of 3 years. The payment of Turnkey project work / AMC/CMC will be made in Indian rupees only. The payment of AMC/CMC will be**

made after every year i.e. after completion of satisfactory service of the equipment.

4. **Documents to be uploaded** Original scanned document or Photocopies of documents got attested from Gazzetted officer of the State/central Government or from the Officer of Brihanmumbai Mahangarpalika not below the rank of Assistant Engineer/Office Superintendent before uploading the same in Folder –A & B.
5. **Procedure for the opening of the tender Folder** Folder 'A & B' will be opened online on the due date and due time as stated in the tender Notice/ corrigendum if any when the tenderer or his authorized representative will be allowed to remain present. Folder 'B' will be open only if administrative offer in folder 'A' is acceptable. Folder 'C' will be opened only if the administrative & Technical offer in Folder 'A & B' is acceptable. In case the Administrative and Technical offer in Folder 'A' & 'B' is found not acceptable or found incomplete, then Folder 'C' will not be opened and offer will be kept out of consideration.  
The date and time of the opening of Folder 'C' will be intimated to the responsive tenderer well in advance. The same will also be notified on the notice board of the CPD office. No complaint for non receipt of such intimation will be entertained.
6. **Authentication for documents** The responsibility to produce correct authentication for 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 panel 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 recovered from the contractors' dues the damages/losses occurred thereof.
7. **Translation of certificates** If the certificate issued by any statutory authority are in language other than English, Hindi or Marathi, then a translated certificate copy 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.
8. **Sign and seal** **Affixing of digital signature anywhere while submitting the bid shall be deemed to mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.**
9. **Paying E.M.D.** The tenderers shall pay the EMD through Demand Draft (DD) and shall upload the scan copy of the DD in Folder 'A' (as a document during submission of tender) instead of paying the EMD at any of the CFC Centers in MCGM Ward Office. Amount of EMD shall be paid as mentioned in respective tender document. The tenderer shall submit such DD physically in the office of Dy.Chief Engineer (Central Purchase Dept.) 566, N.M. Joshi Marg, Byculla (W), Mumbai-400011 on or before the due date and time of the said tender.

The DD shall be kept in sealed envelope and envelope shall be encoded. The information regarding encoding shall be kept in the sealed envelope as per proforma given as well as it should be uploaded during submission of tender and only tender number shall be mentioned on envelope. The information regarding encoding shall be kept in sealed envelope and uploaded as per the proforma given. Tenderer shall mention only tender number and encode on the sealed envelope.

If such scanned copy DD is not uploaded during submission of tender and not submitted physically, the tender shall be treated as Non Responsive and shall not be opened.

The Tenderer shall have to pay EMD in full amount .No exemption will be allowed.

All the tenderer are requested to remain present on due date and time to confirm the DD of EMD in the sealed encoded envelope which is submitted physically in the office of Dy.Ch.E. (C.P.D.). No complaint will be considered thereafter.

- 10. Refund of E.M.D.** The EMD shall be refunded to the unsuccessful tenderer in due course of time. 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 tenders who have been awarded the contract will be refunded only after 5% contract deposit is paid to MCGM.

The contractors paying 5% contract deposit in cash, only their EMD will be refunded after submission of the receipt in this respect along with the contract document. Whereas, the contractors who have submitted BG in lieu of 5% contract deposit, the EMD of such contractors will be refunded only after the BG got verified from concern Bank.

- 11. Pre-bid Meeting** If required by MCGM and depending upon the nature of work, the pre-bid meeting will be held at the date, time and venue mentioned in the E-Tendering Notice. The prospective tenderer(s) should submit their suggestions/observations if any in writing 7 days before Pre-bid meeting. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, work & tender condition.

Non attendance at pre-bid meeting shall not be a cause for disqualification of a tenderer. The suggestion / objections received in pre-bid meeting may or may not be considered if the same is not in consonance with the requirements of the project, MCGM reserves the right to reject the same.

Any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by MCGM exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting.

The tender uploaded thereafter shall be read along with above clarification. The tenders shall in any case be unconditional. Conditional tender shall be rejected outright.

- 12. Name of Partners** All tenderers must disclose the names of their partners, if any, in the particular contract. Any tenderer failing to do so shall render himself 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

13. Firms with common proprietor /partners or connected with one another financially or as master and servant or with proprietor/partners closely related to each other such as husband, wife /father and minor son/daughter and brother/sister and minor brother/sister shall not tender separately under different names for the same contract.
- 13 (A) If it is found that firms as described in clause 13 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.
- 13 (B) If it is found that closely related persons as in clause 13 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. 13 (a) including similar action against the firms/establishments concerned.
- 13 (C) If after award of contract it is found that the accepted tenderer violated any of the clauses (13, 13(A) or 13(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.
14. **Contract deposit value** 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 Municipal Corporation of Greater Mumbai & same will be retained upto completion of AMC/CMC period.
15. **Execution of contract** 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 all the partners of the firm. If one or more partners be not available for this purpose, the signatory must be producing a power of attorney authorizing him to sign on behalf of the absent partners. All such power of attorney must be registered in the office of the chief Accountant and Dy.Ch.E.(C.P.D.) 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. All such power of attorney must be registered in the office of the chief Accountant and Dy.Ch.E.(C.P.D.) should be informed accordingly.  
Tenderers failing to pay the contract deposit and / or to submit all the documents to execute the contract within 15 days from the receipt of the contract document, shall be deemed to have committed a breach of the undertaking given by them in their tender and then the EMD shall be forfeited, along with the penal action including blacklisting of the tenderer. His tender shall also stand rejected.
16. **Refund of contract deposit** Contract deposit will be refunded only after satisfactory completion of CMC/AMC period.
17. **Unconditional offer** Tenderers shall quote a firm & unconditional offer. Conditional offers shall not be considered and shall be treated as non-responsive.



Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer given without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.

18. **Variation in rate** Tenderers are requested to fill the tender carefully after noting the items and specifications. They are informed that no variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.
19. **Firm price** The prices quoted shall be firm and no variation will be allowed on any account.
20. **Contradictory Clause in tender** Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" " Order subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.
21. **Alternative clauses in tender** No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.
22. **Validity** The validity of the offer should be for at least 180 days from the date of the opening of the tender.
23. **Product Names** The tenderer must state the brand name of the product, if any.
24. **Manufacturer's address** The manufacturer's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender as per format given in Annexure - 1.
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 / Furniture 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 / Furniture. In case of repairs of Machinery / Equipment which is not manufactured in India, the manufacturer, authorized distributors/dealers/agents during the guarantee / warranty period shall bear all the taxes, custom duties, levies, to & fro cost of transporting etc. of the Machinery / Equipment while the same is returned to India 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 the total contract cost will be imposed on the tenderer.

## **26. Maintenance contract**

a) **Service and annual maintenance contract** The successful tenderer shall have to enter into Annual Maintenance Contract after the completion of guarantee period of 36 months for at least five years and shall mention the rate of such Annual Maintenance Contract in Proforma as per Annexure- 11a. This shall be uploaded in 'Folder B'. 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. The hospital will not enter into any separate service contract with any other manufacturer for the maintenance of these spare parts/accessories. 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 the total contract cost will be imposed on the tenderer. The number of visits for preventive maintenance during a calendar year should not be less than 4 (Four). The number of visits for attending to breakdown of equipment should be unlimited. Service shall be available on all days of the year including Sundays and Public Holidays. A service call shall be attended within three hours even on Sundays and Public Holidays. 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 after the completion of guarantee period of 36 months for at least five years and shall mention the rate of such comprehensive Maintenance contract in Proforma as per Annexure- 11a. This shall be uploaded in 'Folder B'. 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. The hospital will not enter into any separate service contract with any other manufacturer for the maintenance of these spare parts/accessories. 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 the total contract cost will be imposed on the tenderer. The number of visits for preventive maintenance during a calendar year should not be less than 4 (Four). The number of visits for attending to breakdown of equipment should be unlimited. Service shall be available on all days of the year including Sundays and Public Holidays. A service call shall be attended within three hours even on Sundays and Public Holidays. Only cost of consumables will be paid separately as per the rate quoted for spares & consumable as per list uploaded while submission of tender.

- 27. 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 15 days from the date of intimation of the request for demonstration preferably in Mumbai, however, if complete system of quoted model/complete system is not available in Mumbai, demonstration may be arranged outside Mumbai/India at bidder's cost. Demonstration must be given within 15 days time from the date of receipt of letter from MCGM if planned in India and within 30 days if abroad, otherwise liable for penalty/legal action like forfeiture of EMD, blacklisting. If demonstration / testing of equipment offered by lowest bidder found non satisfactory, then his offer will not be considered.
- 28. Order** The user department will place orders as and when required during the contract period.
- 29. Delivery, installation & commissioning** The Tenderer should give free delivery, at MCGM. Hospital, within 90 days from the date of placing order. In case of import purchase, delivery of Equipment to concerned hospitals must be made within 90 days from the opening of LC by coordinating with clearing agent appointed by MCGM. Installation & commissioning shall be done within 30 days from delivery.
- 30. Contract** Contract means the Contract Agreement entered into between the Purchaser, henceforth called Municipal Corporation of Greater Mumbai or MCGM, 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 MCGM and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.
- Tenderer must distinctly understand:**
- That they shall be strictly required to conform to the conditions of this contract as contained in each of its 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.
- 31. 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 Municipal Corporation of Greater Mumbai 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

- 32. Acceptance of Tender** The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible and to relax any of the conditions of the tender. The Municipal Commissioner reserves right to reject any or all tenders without assigning any reasons.
- 33. Acknowledging communications** Every communication from the Dy.Ch.E.(C.P.D.), Municipal Corporation of Greater Mumbai 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.
- 34. Jurisdiction of courts** In case of any claim, disputes or differences arising in respect of the contract, the cause of action 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 only in the City of Mumbai. Appeal against the order of the Hospital committee may be referred to the Municipal Commissioner within seven days. Thereafter the Municipal Commissioner shall constitute a committee comprising of three Additional MC's including Additional MC in Charge of Finance Department and an expert from outside MCGM. The committee shall give atleast one hearing to the contractors. The decision shall be given within 60 days. The decision given by the committee shall be final and binding upon parties.
- 35. Taxes and Duties** The rates quoted by the tenderer should inclusive of all duties, levies, taxes except for custom duty.
- 36. Information regarding payment** 80 % payment will be made within 30 days from the date of satisfactory supply / installation of the equipment, submission of the bills and submission of all documents for execution of contract and rest 20 % after satisfactory commissioning of the equipment. In case of Import purchase by making the payment in foreign currency, L.C. will be opened for 100% CIF cost. However 80 % payment will be released at sight only after submission of documents for execution of contract and 20 % will be released within 30 days after satisfactory installation and commissioning. Conversion rate of the foreign currency will be as per the exchange rate on the date of payment. If the payment to be made to the bidder is delayed for the reason from bidder's side, any increase in exchange rate will be recovered from bidder. i.e. (in Indian rupees)  
Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through ECS/RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks in Mumbai jurisdiction. Contractor shall fill up vendor master creation form and submit to C.A.(F) / Account Officer (FAR) along with registration fee of Rs.100/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the contractor/supplier must intimate such changes with relevant documents

and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in MCGM records.

**NOC of HOD & Ex.Eng (MEC) will required at the time of releasing 20% payment for satisfactory functioning of equipment & NOC of vigilance Dept. as the case may be.**

- 37. Rejection** If the particulars furnished by the 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 MCGM. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.
- 38. Penalty** If the successful tenderer fails to comply with the order within the delivery period stipulated, the municipal Commissioner/ D.M.C.( C.P.D) / Dean of Hospital/ Intending Officer shall exercise his discretionary power either :-  
To recover from contractor as agreed, the liquidated damages or by way of penalty 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 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.
- 39. Consequence of inferior supply** If the equipment supplied is found of inferior quality or not as per specifications, the contractor shall replace the equipment within one month from the date of intimation at the cost & risk of the contractor and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & 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, the same shall be payable by the tenderer immediately on demand, failing which the same shall be recovered from other dues to the contractor from the Municipal Corporation.
- 40. Blacklisting** 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.  
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.

41. **Payment of legal and stationery charges.** A reference table for the payment of legal charges for the guidance of the tenderer is given below. These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the equipment.

Contract Value	Legal charges
UPTO 10,000/-	NIL
Rs. 10,001 to 50,000/-	Rs. 2,310/-
Rs. 50,001 to 1,00,000/-	Rs. 3,630/-
Rs. 1,00,001 to 3,00,000/-	Rs. 6,050/-
Rs. 3,00,001 to 5,00,000/-	Rs. 7,260/-
Rs. 5,00,001 to 10,00,000/-	Rs. 8,470/-
Rs. 10,00,001 to 20,00,000/-	Rs. 9,680/-
Rs. 20,00,001 to 40,00,000/-	Rs. 10,890/-
Rs. 40,00,001 to 1,00,00,000/-	Rs. 12,100/-
Rs. 1,00,00,001 to 10,00,00,000/-	Rs. 14,300/-
Rs. 10,00,00,000 to 20,00,00,000/-	Rs. 16,500/-
Rs. 20,00,00,001 to 30,00,00,000/-	Rs. 18,700/-
Rs. 30,00,00,001 to 40,00,00,000/-	Rs. 20,900/-
Rs. 40,00,00,001 to 50,00,00,000/-	Rs. 23,100/-
Rs. 50,00,00,001 to 1,00,00,00,000/-	Rs. 27,500/-
Rs. 1,00,00,00,001 to 2,00,00,00,000/-	Rs. 34,100/-
Rs. 2,00,00,00,001 to 3,00,00,00,000/-	Rs. 38,500/-
Rs. 3,00,00,00,001 to 4,00,00,00,000/-	Rs. 44,000/-
Rs. 4,00,00,00,001 to 5,00,00,00,000/-	Rs. 49,500/-
Rs. 5,00,00,00,001 to any amount	Rs. 55,000/-

A reference table for the payment of stationery charges for the guidance of the tenderer is given below. These charges are to be paid by the successful bidder on receipt of the acceptance letter for the supply of equipment.

Contract amount	Stationery charges
Upto 10,00,000/-	Rs. 1,100/-
Rs. 10,00,001 to 50,00,000/-	Rs. 1,650/-
Rs. 50,00,001 to 1,00,00,000/-	Rs. 2,200/-
Rs. 1,00,00,001 to 3,00,00,000/-	Rs. 3,300/-
Rs. 3,00,00,001 to 5,00,00,000/-	Rs. 5,500/-
Rs. 5,00,00,001 & above	Rs. 6,600/-

NOTE: The above said charges are subject to change. Actual charges as on the date of issue of letter of acceptance of tender will be charged.

42. **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.

#### **43. L.C. Condition**

- i) All outside India charges on beneficiaries account.
- ii) Partial shipment not allowed. If it is to be allowed all the charges including clearing, custom duty, Octroi etc. should be borne by bidder.
- iii) In case of Warranty replacement- all charges including clearing, custom duty, Octroi etc., should be borne by bidder.
- iv) Country of Origin. Bidder should not be allowed to change the country of Origin mentioned in Original tender i.e. in Folder 'B' at later stage.
- v) Port of Shipment should be mentioned.
- vi) Name & Address of Beneficiary.
- vii) In case amendments in LC are required to be made due to reasons related to contractor, delivery period will be considered from the date of opening of original LC and request for such amendments will be entertained up to 15 days from the opening of LC after payment of necessary amendment charges.
- viii) Following documents are required at the time of shipment of consignment in case of import / supply of imported equipment quoted in Indian currency:-
  - i) Third party inspection report before shipment of consignment.
  - ii) Country of origin Certificate
  - iii) Insurance Certificate.
  - iv) Original Invoice

**44. Amendment to tender documents** Before deadline for uploading of tender offer, the MCGM may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish it in the news papers and/or on the portal of MCGM. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Folder 'A'

**45. 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 abovesaid condition shall be a sufficient cause to cancel the contract and to purchase at risk and cost of the contractor.

- 46. Compliance with security Requirement** The Contractor shall strictly comply with the security Rule of the MCGM 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.
- 47. Confidential Information** 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 MCGM. 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 MCGM.
- 48. Complaint against other Bidder** Every complaints, submitted by a competitive tenderers in the matter of challenge to the authenticity of documents / information and /or particulars submitted by another bidder ought to be accompanied with the deposit of Rs. 2,00,000/- (Rs. Two Lakhs only) towards charges for inspection of manufacturing premises and verification of the documents of another tenderer. On Verification of the complaint, if the representations made therein are found to be true and correct, the deposit will be refunded to the complainant & the EMD of the defaulting tenderer shall be forfeited and further it shall be lawful for M.C.G.M. to blacklist such defaulting bidder permanently. On verification of the complaint, if the representations made therein are found to be false and incorrect, the deposit shall be forfeited and the complainant shall be black-listed for the period for five years.
- 49.** The mandatory documents which are uploaded with bid original of which, if called, shall be produced for verification within 3 days failing which the bidder will be treated as **non responsive**. Administrative and Technical Bid will be opened on the due date and time as defined for the bid in the system. Financial Bid/ commercial bid of the respective bidder submitted online will be opened only if the administrative & Technical offer in Folder 'A & B' is acceptable. The date & time of opening of Financial Bid online will be intimated to the responsive Tenderer.
- 50.** 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.
- 51.** This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE
- 52.** Tenderer Participating in this bidding process have to furnish the details as per annexure – 1.
- 53.** The tenderer shall submit all the informations /declarations/ affidavit mentioned in annexures.



**54 Please read the following carefully:**

1. During the Guarantee as also during Comprehensive Maintenance Contract period, all required spares should be supplied to the equipment site by the Tenderer. Shipping Clearance, Custom, Octroi & other taxes and duties etc. shall be paid by the tenderer. However where applicable, the hospital may provide necessary certificates for claiming exemption from taxes and duties (if any).
2. The number of visits for preventive maintenance during a calendar year should not be less than 4 (Four).
3. The number of visits for attending to breakdown of equipment should be unlimited.
4. On being informed about the breakdown of the equipment telephonically or otherwise, the same should be attended to within 3 hours. Service should be available 24 hours of the day and 365 days of the year. This service shall be available on Sundays and Public holidays.

**55. Consumable / spare parts** Tenderer shall have to submit list of the consumables/ spare parts required as a document in Folder B, without displaying the rates. (As per the Annexure - 9)

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

The Tenderer shall have to quote only one rate which will remain constant throughout the Warranty for three years and comprehensive maintenance contract period for five years i.e. for total eight years.

**56. 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.

**57. Training** The successful bidder shall have to give sufficient training at his cost to the staff of the Hospital to operate the Equipment along with two Engineers of Medico Electronics Cell for repairs and maintenance.

**58. Tenders not submitted as per the above procedure will be treated as invalid.**

Particulars about the tenderer- (Specimen copy)  
**(To be uploaded in Folder 'A')**

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

1. Name & Address of the tenderer.
2. Names and addresses of all the partners.
3. e-mail address of the firm
4. 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.
5. Total annual turnover in the last Financial Year of tendere.
6. 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)
7. Whether tenderer is as Manufacturer / Distributor (State your category)
8. 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. County of Origin

11. Port of Shipment

12. Payment to be made in favour of (Name of the Manufacturer / Beneficiary)

13.. Bank Details:-

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

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

**Form of undertaking of Mandatory Conditions**  
**( To be uploaded in Folder 'A'  )**

Name of the Hospital: \_\_\_\_\_.  
 Case No. \_\_\_\_\_ Due  
 On. \_\_\_\_\_

**Mandatory Conditions of this tender :**

1. **Number of Models** : The tenderer shall quote the price for one model only, which is as per the specifications mentioned in the Tender Form. The tenderer who have filled-in the price for more than one model, such offer shall be rejected outright.
2. **Validity** Every tender shall be made open for acceptance for minimum period of 180 days from opening of the tender. Tenderer specifying validity for less than 180 days shall be rejected outright.
3. **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 15 days from the date of intimation of the request for demonstration preferably in Mumbai, however, if complete system of quoted model/complete system is not available in Mumbai, demonstration may be arranged outside Mumbai/India at bidder's cost. Demonstration must be given within 15 days time from the date of receipt of letter from MCGM if planned in India and within 30 days if abroad, otherwise liable for penalty/legal action like forfeiture of EMD, blacklisting. If demonstration / testing of equipment offered by lowest bidder found non satisfactory, then his offer will not be considered.
4. **Environmental conditions** The tenderer should mention in Folder ' A ' the working environment for optimum functioning of equipment in terms of room temperature range, humidity & dust content and any other features. Also mention whether the system can work under prolonged failure of the air-conditioning system.
5. **Payment** 80 % payment will be made within 30 days from the date of satisfactory supply / installation of the equipment, submission of the bills and submission of all documents for execution of contract and rest 20 % after satisfactory commissioning of the equipment. In case of Import purchase by making the payment in foreign currency, L.C. will be opened for 100% CIF cost. However 80 % payment will be released at sight only after submission of documents for execution of contract and 20 % will be released within 30 days after satisfactory installation and commissioning. Conversion rate of the foreign currency will be as per the exchange rate on the date of payment. If the payment to be made to the bidder is delayed for the reason from bidder's side, any increase in exchange rate will be recovered from bidder. i.e. (in Indian rupees) .
6. **Contract deposit** 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 Municipal Corporation of Greater Mumbai & same will be retained upto completion of AMC/CMC period.

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, within the Mumbai City limit categorically endorsing thereon that the 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.

7. **Delivery, installation & commissioning** The Tenderer should give free delivery, at MCGM. Hospital, within 90 days from the date of placing order. In case of import purchase, delivery of Equipment to concerned hospitals must be made within 90 days from the opening of LC by coordinating with clearing agent appointed by MCGM. Installation & commissioning shall be done within 30 days from delivery.
8. **Order** The user department will place orders as and when required during the contract period.
9. **Penalty** Late supply or installation will be penalized as per Clause No. 38 of Articles of Agreement.
10. **Training** The successful tenderer shall have to give sufficient training at his cost to the staff of the Hospital to operate the Equipment along with two Engineers of Medico Electronics Cell for repairs and maintenance.
11. **Contact details** Address, E-Mail, Tel. / Fax No. of the manufacture, authorized agent / Sales and Service Dept. in Mumbai.
12. **Liquidated damage** The conditions of the contract provide for the damages for the late delivery, installation & commissioning as liquidated damages. In the event of late delivery, installation & commissioning of equipment, the contractor shall pay to the MCGM liquidated damages a sum equal to half percent of tender price of the equipment late per week calculated from the next day after the agreed delivery, installation & commissioning period is over. This is subject to maximum limit @ 10% of the tender value of the equipment. 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 Mahanagarपालिका.

OR

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

The delivery of the equipment shall be made within 90 days from the date of the opening the Letter of Credit. No excuse for delay for any reason of any nature whatsoever including statutory authority like customs etc. will be taken into consideration for the extension of the delivery. The primary responsibility for the supply of items in time shall rest with the supplier.

13. "THE TENDER SHALL BE REJECTED OUTRIGHT IF THE TENDERER DOES NOT FULLFILL THE MANDATORY CONDITIONS AS BELOW."

If the tenderer does not upload scanned copies of the PAN Documents and Photographs of the individuals, owners, Karta of the Hindu Undivided family, Partners of the Partnership Firms and Director / Directors in case of Private Limited/ Public Limited Companies or the authorized representatives of the registered Co-operative Societies / Semi Government Undertakings as the case may be, Affidavit for compliance of condition no.13 and Best rate quoted as per annexure – 6.

14. **Mandatory condition** : Manufacturers to give commitments of maintaining the equipment with comprehensive maintenance contract at the cost quoted by the Tenderer whosoever be the distributors/dealers/agents on Annexure - 11 attached at page No. 42 of the tender document.

15 **L.C. Condition**

- i) All outside India charges on beneficiaries account.
- ii) Partial shipment not allowed. If it is to be allowed all the charges including clearing, custom duty, Octroi etc. should be borne by bidder.
- iii) In case of Warranty replacement- all charges including clearing, custom duty, Octroi etc., should be borne by bidder.
- iv) Country of Origin. Bidder should not be allowed to change the country of Origin mentioned in Original tender i.e. in Folder 'B' at later stage.
- v) Port of Shipment should be mentioned.
- vi) Name & Address of Beneficiary.
- vii) In case amendments in LC are required to be made due to reasons related to contractor, delivery period will be considered from the date of opening of original LC and request for such amendments will be entertained up to 15 days from the opening of LC after payment of necessary amendment charges.
- viii) Following documents are required at the time of shipment of consignment in case of import / supply of imported equipment quoted in Indian currency:-
  - i) Third party inspection report before shipment of consignment.
  - ii) Country of origin Certificate
  - iii) Insurance Certificate.
  - iv) Original Invoice

The successful tenderer will have to submit a comprehensive list of spares with rates / prices.

In case one or more offer with the same prices are received, the Municipal Commissioner's decision to accept any of the offers shall be final and the said decision of Municipal Commissioner shall be binding on the tenderer.

I / We have gone through the "Instruction to the tenderer", "The Articles of Agreement", "Copy of Undertaking for mandatory Conditions" and "Technical Offer" and I / We agree to abide the same.

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

Undertaking to be signed by the tenderer  
**(To be uploaded in Folder 'A')**

Name of Equipment :

Case No. :

Due Date :

To  
The Municipal Commissioner of Greater Mumbai

Sir,

I/We \_\_\_\_\_ (Full Name in the Capital Letters starting with surname) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer to supply the equipment as this tender & in accordance with the specifications therein. I / We also abide by the accompanying Form of Contract and the Form of Items' Rates & Costs, which are herewith duly signed by me / us.

I / We \_\_\_\_\_ do hereby state & declare that I / We, whose names are given herein below in detailed with the addresses have not filled in this TENDER under any other name or under the name of any other Establishment / Firm or otherwise nor we are in / way related or concerned with any Establishment / Firm or any other person who have filled in TENDER.

I / We have quoted for all Items and Quantities as per your specifications, which includes all Taxes and Duties payable & born by us, except Custom and have carefully noted the conditions of the Contract and the Specifications with all the stipulations which I / We agree to comply. I / We undertake to complete the delivery within the period stipulated after receiving an order and / or opening of L.C. (whichever is applicable)

I / We \_\_\_\_\_ have filled in the accompanying TENDER with full knowledge of liabilities and therefore, we shall not raise any objection or disputes in any manner relating to any action, including forfeiture of the EMD and blacklisting or any other penal action for giving any information which it is found to be incorrect and against the instruction and direction given in this TENDER and failure to execute the written contract.

I / We have already deposited the requisite amount of Earnest Money Deposit as mentioned in this tender Notice, in the office Dy. Ch.E.( C.P.D.) before due date and due time.

OR



I / We am / are on approved list of Registered Contractor with the Municipal Corporation of the Greater Mumbai as on due date of this tender and also have made payment of Standing Deposit with the office of the Chief Accountant, MCGM, as applicable on the due date of this tender. (Strike out whichever is not applicable)

I / We further agree & undertake that in the event it is revealed subsequently after the allotment of contract to me / us, that any information given by me / us in this TENDER is false or incorrect, I / We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and shall not resist any claim for such compensation on any ground and whatsoever. I / We agree & 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 is withdrawn by the Corporation.

I / We agree not to withdraw the offer constituted by this TENDER before the communication to me / us notice of non – acceptance. And I / We agree if contrary to the agreement contained in this clause, I / We withdraw the TENDER before the date of communication of non-acceptance, the Earnest Money Deposited by me / us as aforesaid shall be liable to forfeiture by the Municipal Corporation of Greater Mumbai. I / We also agree to the forfeiture of the Earnest Money Deposit if in the event of your accepting my / our TENDER, I / We fail to execute the Contract OR fail to make payment of contract deposit OR fail to supply equipment after acceptance of my / our TENDER OR fail to execute the orders placed on me / us.

I / We do hereby agree to pay all cost, charges and expenses in connection with this contract including stamp duty, preparation and execution of the written contract.

**Yours faithfully**

**Full Signature of the tenderer with  
Official Rubber Stamp.**

**Full Name, Office & Residential Address of the Proprietor / Partners.**

<b>No.</b>	<b>Full Name</b>	<b>Office Address</b>	<b>Residential Address</b>	<b>Signature</b>
<b>1.</b>				
<b>2.</b>				
<b>3.</b>				
<b>4.</b>				

**DECLARATION BY THE TENDERER REGARDING ELIGIBILITY AND  
ACCEPTANCE OF TERMS AND CONDITIONS OF THE TENDER DOCUMENTS**

(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 along with bid)

**AFFIDAVIT**

To,  
Municipal Commissioner,  
Municipal Corporation of Greater Mumbai.

Sir,

Ref your Tender No: \_\_\_\_\_.

**I / we give following undertaking:**

1. I / we have thoroughly read and understood the terms and conditions as indicated in this tender document and accept all the terms and conditions.
2. I / we have also appraised myself / ourselves with M.C.G.M., actual nature of supply/installation of equipment, working and other prevalent conditions.
3. I / we hereby confirm that I / we will be able to carry out the supply/ installation/commission offered by me /us as per specifications indicated in the tender after compliance of all the required formalities within the specified time at the quoted rates. If accepted by M.C.G.M. 4. I / We have inspected the area covered by this contract.
5. I / We agree to abide the regulations of the hospital now in force or which may come into force, during the currency of the contract.
6. I / We also undertake to carry out the work without any interference, what so ever to the supply/installation/operation of the equipment/plant.
7. I / We agree for reserving the right to stop any supervising staff/ labour employed by me / us from entering in the hospital area if hospital feels that the said person is an undesirable element or is likely to create mischief. Hospital will not be required to assign any reason while exercising this right and I/We shall abide by such decision of the hospital as final and binding on us.
8. I / We shall not sublet the work of supply/installation/operation to any agency without the prior approval of the MCGM.
9. I / We agree to execute an agreement in the Performa given and shall bear necessary cost of stamp duty as per Government directive in this regard.
10. I / We also agree to undertake to carry out all types of work covered under Items of this tender as ordered from time to time by the In Charge or by his authorized representatives.
11. I/we hereby declare that the information furnished in the tender is correct and true to the best of my / our knowledge and belief. I /we also know and accept that if at any stage the information is found to be not correct , my / our tender shall not be considered by M.C,G.M. and EMD shall stand forfeited and I /we liable for action as per term and condition .
12. The acceptance of this tender by M.C.G.M. shall constitute a binding contract between me / us and M.C.G.M.
13. I/we solemnly confirm the compliance of all the requirement / Condition of the tender documents.

14. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.
15. I/ we hereby certify that I/we was/ were never black listed by M.C.G.M. or any of central Govt. / state Govt. / Public sector undertaking.

Solemnly affirmed on this \_\_\_\_\_ the day of \_\_\_\_\_ 20 .

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

**Tender No.**  
**CENTRAL PURCHASE DEPARTMENT**

The undertaking to be obtained from the prospective bidders on Rs. 200 /- stamp paper along with the tender should be as under-

Affidavit in terms of condition No 13 ( Incl of 13A.13B and 13 C) of Articles of Agreement and for quoted Rate

To,  
 The Municipal Commissioner,  
 For the Municipal Corporation to Greater Mumbai  
 Sir,

Bid No. \_\_\_\_\_

"I/ We \_\_\_\_\_

\_\_\_\_\_(full name in capital letters, starting with surname), the Proprietor/Managing Partner/Managing Director/Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/firm/registered company, named herein below, do hereby, state and declare that I/We \_\_\_\_\_ whose names are given herein below in details with the addresses have not filled in this tender under any other name or under the name of any other establishment /firm or otherwise, nor are we in any way related or concerned with any establishment / firm or any other person, who have filled in the tender for the aforesaid work".

"I/We \_\_\_\_\_ (full name in capital letters, starting with surname), the Proprietor/Managing Partner/Managing Director/ Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/firm/registered company, named herein below, do hereby undertake that we have offered the best prices for the subject supply/work as per the present market rates and that we have not offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the MCGM 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 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 Municipal Corporation of Greater Mumbai for any such losses or inconveniences caused to the Corporation in any manner and will not resist any claim for such compensation on any ground 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, differential logistic of transport etc. Considering this aspect, before invoking the penalty, blacklisting, I/we will be given a reasonable opportunity of being heard by representing our, case as to why such price variation/differential has been arisen.

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

TENDERER'S FULL SIGNATURE  
 WITH RUBBER STAMP

Note :This affidavit should be given on Rs.200/- stamp paper duly notarized by Notary with red seal and registration Number.

No \_\_\_\_\_  
**PROFORMA FOR Encoding of the Envelope for DD of EMD**

Demand Draft

- 1) En Code No:
- 2) Bank Name:
- 3) Bank Branch Details:
- 4) DD No. & Date:
- 5) Validity:
- 6) Amount:
- 7) Name and address of the Tenderer :
- 8) Tender No & Due date:

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

**NOTE:PROFORMA FOR Encoding of the encoding of envelope of DD for EMD should  
be on letter head of the tenderer.**

## (Technical Offer)

**(To be uoload in Folder 'B')**

Name of the Hospital : \_\_\_\_\_

Tenderer Ref. No. : \_\_\_\_\_

Case No. : \_\_\_\_\_

Due On : \_\_\_\_\_

Name of the Equipment: \_\_\_\_\_

Item No	Description / Specification	Quantity
1.	<b><u>I-Basic equipment</u></b> As per Specification attached	
2.	<b><u>II – Standard and essential accessories</u></b> (As per specification attached)	

**Note: Price should NOT be quoted in this Annexure**

**Full signature of the Tenderer  
With Official Seal and Address**

Detailed Service Manual along with the circuit diagram shall be provided with the Equipment.

(Technical Offer – contd.)

(To be uploaded in Folder 'B')

**Supplementary recommended by tenderer to be submitted in a separate sheet.**

Item no.	Description	Quantity
1.		
2.		
3.		
4.		
5.		

Detailed Service Manual along with Circuit Diagram shall be provided along with the equipment.

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

(Technical Offer – contd.)

(To be uploaded in Folder 'B')

Consumable recommended by tenderer to be submitted in a separate sheet.

Item no.	Description	Quantity
1.		
2.		
3.		
4.		
5.		

Full Signature of the tenderer with  
Official Seal & Address

Spare parts recommended by tenderer to be submitted in a separate sheet.

Item no.	Description	Quantity
1.		
2.		
3.		
4.		
5.		

Full Signature of the tenderer with  
Official Seal & Address



(Technical Offer – contd.)

(To be uploaded in Folder 'B')

**The tenderer should submit information in the following proforma**

**Comparision of Tender specification V/s Equipments specifications**

Tender specification as asked in the tender form	Equipment's specifications quoted by the Tenderer with the Name of Manufacturer <u>(Enclose original supporting documents)</u>

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

**PROFORMA FOR MANUFACTURER'S AUTHORIZATION FORM**

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

Dear Sir,

**Reference: - Your E-Tender Document No. \_\_\_\_\_ dated \_\_\_\_\_.**

We, \_\_\_\_\_ who are proven and reputable manufacturer of \_\_\_\_\_ (name & description of the goods offered in the tender) having factories at \_\_\_\_\_, hereby certified that M/s. \_\_\_\_\_ (name & address of the distributor/dealer/agent) is our authorized distributor/dealer/agent & authorize them submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender document for the above goods manufactured by us.

We also hereby extend our full warranty, AMC,CMC as applicable for the goods and services offered for supply by the above firm against this tender document.

Yours faithfully,

**(Signature with Date, Name, & designation)**

**For and on behalf of M/s. \_\_\_\_\_**

**Note: 1) This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.**

**2) Original letter may be sent.**

**PERFORMANCE CERTIFICATE**

The following certificates which must be valid and current on the due date should be uploaded.

Past Performance Certificate in respect of supply of a \_\_\_\_\_ unit to State Government / Central Government or their undertaking / Semi Government Bodies Local Authorities/ Large Corporate hospitals - more than 200 beds (without disclosing rates therein) should be supplied in the following format:

“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 performance  
certificate**

**NOTE : Past Performance or Experience Certificate should be in the name  
of Bidder & not in the name of Manufacturer.**

**Scanned copies shall be uploaded in the Folder “B”.**

**PROFORMA FOR PERFORMANCE STATEMENT**

**(For the period of last five years)**

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

**Tender Reference No.** : \_\_\_\_\_

**Date of Opening** : \_\_\_\_\_

**Time** : \_\_\_\_\_

**Name & Address of the Tenderer** : \_\_\_\_\_

**Name & Address of manufacturer** : \_\_\_\_\_

Order placed by (Full address of Purchase/ Consignee)	Order No. & Date	Description and quantity of ordered goods and services	Date completion of contract		Remarks indicating reasons for delay if any	Have goods been functioning satisfactorily (attached documentary proof)**
			As per contract	Actual		
1	2	3	4	5	6	7

**Signature & seal of the Tenderer**

**\*\*The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the Earnest Money furnished will be forfeited.**

**Note:- Past performance or Experience Certificate should be in a name of the bidder and not in the name of manufacturer.**

**AUTHORISATION LETTER FOR ATTENDING TENDER OPENING**

No. Date:

To,

The Municipal Commissioner,

M.C.G.M.

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 on my/our behalf.

Yours faithfully,

Signature of Bidder

**Details of the Item Data :- ( Rate to be filled by tenderer in commercial offer)**

Item Group No	Description of the Items	Quantity
Item A	<b><u>I-Basic equipment</u></b> As per Specification attached	
Item B	<b><u>II – Standard and essential accessories</u></b> (As per specification attached)	
Item C	1) Comprehensive Maintenance Contract (CMC) I year 2) Comprehensive Maintenance Contract (CMC) II year 3) Comprehensive Maintenance Contract (CMC) III year 4) Comprehensive Maintenance Contract (CMC) IV year 5) Comprehensive Maintenance Contract (CMC) V year	One Unit One Unit One Unit One Unit One Unit
Item D	Cost of interior works ( civil, mechanical and electrical works)	
Item E	Supplementary Accessories	
Item F	Consumables	
Item G	Spare Parts	

Draft articles of agreement for the purchase of equipment at the  
..... M.C.G.M. Hospital,

Quotation / Tender due on \_\_\_\_\_

Standing Committee Resolution No \_\_\_\_\_ / Addl. Municipal Commissioner'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 Dy. Municipal Commissioner (C.P.D.) in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore include Dy. Municipal Commissioner (C.P.D.) and any officers of Municipal Corporation of Greater Mumbai authorized by the Dy. Municipal Commissioner (C.P.D.) and shall also include their successors & assign / assignee for the time being holding office, of the SECOND PART and the Municipal Corporation of Greater Mumbai ( Hereinafter called ' the Corporation') of the THIRD PART.

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

AND WHEREAS the Dy. Municipal Commissioner (C.P.D.) 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 Dy. Municipal Commissioner (C.P.D.) on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Contractor/s has / have paid deposit of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) in the office of Dy. Municipal Commissioner (C.P.D.) as Contract Deposit for the due and faithful performance of this contract OR has / have furnished the General Undertaking and Guarantee for Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_)

of Bank, for the payment interallia of the said amount of the Contract Deposit in the office of Dy. Municipal Commissioner (C.P.D.) for the due and faithful performance of this contract.

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

**1. Contract Period**

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

**2. Contract deposit** Successful 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 Municipal Corporation of Greater Mumbai & same will be retain upto completion of AMC/CMC period.

**3. Supply to be made according to the Order**

The Contractor/s during the continuance of this contract shall supply the Equipment as per the specification of the 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). Failure to execute Orders**

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



**3(b). Period** Unless otherwise stated elsewhere in this Contract, Equipment shall be delivered, installed and commissioned by the Contractor/s within stipulated period from the date of receipt of Order / Opening of Letter of Credit by the Corporation.

**4. Place of Delivery**

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

**5. Quality**

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

**6. Penalty for Inferior Supply**

If the equipment supplied is found of inferior quality or not as per the specification, the Contractor shall replace the Equipment within one month from the date of intimation at the cost & risk 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, installation and commissioning 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 Mahanagarपालिका.

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 / Furniture 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 / Furniture. In case of repairs of Machinery / Equipment which is not manufactured in India, the manufacturer, authorized distributors/dealers/agents during the guarantee / warranty period shall bear all the taxes, custom duties, levies, to & fro cost of transporting etc. of the Machinery / Equipment while the same is returned to India 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 the total contract cost will be imposed on the tenderer.

## **26 Maintenance contract**

**a) Service and annual maintenance contract** The successful tenderer shall have to enter into Annual Maintenance Contract after the completion of guarantee period of 36 months for at least five years and shall mention the rate of such Annual Maintenance Contract in Proforma as per Annexure- 10a. This shall be uploaded in 'Folder B'. The Annual Maintenance Contract shall include the repair and maintenance of 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, whether any spare parts/accessories be manufactured by the tenderer or not. The hospital will not enter into any separate service contract with any other manufacturer for the maintenance of these spare parts/accessories. 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 the total contract cost will be imposed on the tenderer. The number of visits for preventive maintenance during a calendar year should not be less than 4 (Four).The number of visits for attending to breakdown of equipment should be unlimited.Service shall be available on all days of the year including Sundays and Public Holidays. A service call shall be attended within three hours even on Sundays and Public Holidays. 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 after the completion of guarantee period of 36 months for at least five years and shall mention the rate of such comprehensive Maintenance contract in Proforma as per Annexure- 10a. This shall be uploaded in 'Folder B'. 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. The hospital will not enter into any separate service contract with any other manufacturer for the maintenance of these spare parts/accessories. 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 the total contract cost will be imposed on the tenderer. The number of visits for preventive maintenance during a calendar year should not be less than 4 (Four). The number of visits for attending to breakdown of equipment should be unlimited. Service shall be available on all days of the year including Sundays and Public Holidays. A service call shall be attended within three hours even on Sundays and Public Holidays. Only cost of consumables will be paid separately as per the rate quoted for spares & consumable as per list uploaded while submission of tender.

**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.shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner.

IN WITNESS WHEREOF the Contractors and D.M.C.(C.P.D.)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\_\_\_\_\_

D.M.C.(C.P.D.) in the presence of

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

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

D.M.C.(C.P.D.)

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.

Sd/-

S.E. M.E.(C.P.D.)

Sd/-

Asstt. Eng.M.E.(P.T.)

Sd/-

Dy.Ch.E.(C.P.D.)



1. The following Banks with their branches in Greater Mumbai and upto Virar and Kalyan have been approved only for the purpose of accepting Banker's Guarantee from 1997-98 onwards until further instructions.
2. The Banks Guarantee issued by branches of approved banks beyond Kalyan and Virar can be accepted only if the said Bankers' Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai Limit categorically endorsing thereon that said bankers 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 Bankers Guarantee.

**List of approved Banks**

**(A) S.B.I. & its subsidiary banks**

1. State Bank of India
2. State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad
4. State Bank of Mysore
5. State Bank of Patiala
6. State Bank of Saurashtra
7. State Bank of Travencore

**(B) NATIONALIZED BANKS**

8. Allahabad Bank
9. Andhra Bank
10. Bank of Baroda
11. Bank of India
12. Bank of Maharashtra
13. Central Bank of India

14. Dena Bank
15. Indian Bank
16. Indian Overseas Bank
17. Oriental Bank of commerce
18. Punjab National Bank
19. Punjab & Sind Bank
20. Syndicate Bank
21. Union Bank of India
22. United Bank of India
23. UCO Bank
24. Vijaya Bank
- 24A. Corporation Bank
- 24B. Axis Bank

**(C) SCHEDULED COMMERCIAL BANKS**

25. Bank of Madura Ltd.
26. Bank of Rajasthan Ltd.
27. Banaras State Bank Ltd.
28. Bharat Overseas Bank Ltd.
29. Catholic Syrian Bank Ltd.
30. City Union Bank Ltd.
31. Development Credit Bank
32. Dhanalakshmi Bank Ltd.

33. Federal Bank Ltd
34. Indsind Bank Ltd.
35. I.C.I.C.I. Banking Corporation Ltd.
36. Global Trust Bank Ltd.
37. Jammu & Kashmir Bank Ltd.
38. Karnataka Bank Ltd.
39. Karur Vysya Bank Ltd.
40. Laxmi Vilas Bank Ltd
41. Nedungadi Bank Ltd
42. Ratnakar Bank Ltd.
43. Sangli Bank Ltd.
44. South Indian Bank Ltd.
45. S.B.I.Corporation & Int. Bank Ltd.
46. Tamilnadu Mercantile Bank Ltd.
47. United Western Bank Ltd.
48. Vysya Bank Ltd.

**(D) SCHEDULED URBAN CO-OP BANKS**

49. Abhyudaya Co-Op. Bank Ltd.
50. Bassein Catholic Co-Op. Bank Ltd
51. Bharat Co-Op. Bank Ltd.
52. Bombay Mercantile Co-Op.Bank Ltd.
53. Cosmos Co-Op. Bank Ltd.

54. Greater Mumbai Co-Op. Bank Ltd.
55. Janata Sahakari Bank Ltd.
56. Mumbai District Central Co-Op. Bank Ltd.
57. Maharashtra State Co-Op. Bank
58. New India Co-Op. Bank Ltd.
59. North Canara G.S.B. Co-Op. Bank Ltd.
60. Rupee Co-Op. Bank Ltd.
61. Sangli Urban Co-Op. Bank Ltd.
62. Saraswat Co-Op. Bank Ltd.
63. Shamrao Vitthal Co-Op. Bank Ltd.
64. Mahangar Co-Op. Bank Ltd.
65. Cirizen Bank Ltd.
66. Yes Bank

(E) SCHEDULED URBAN CO-OP BANKS

67. ABN AMRO BANK N.V.
68. American Express Bank Ltd.
69. ANZ Grindlays Bank
70. Bank of America NT & SA
71. Bank of Tokyo Ltd.
72. Banque Indosuez
73. Banque National De Paris
74. Barclays Bank

75. Citi Bank N.A.
76. Hongkong & Shanghai Banking Cor.
77. Mitsui Taiyokbe Bank Ltd.
78. Standard Chartered Bank
79. CHO-Hung Bank