

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

E-PROCUREMENT TENDER NOTICE

No. Dy.Ch.E./CPD/Advt /30/E.E. (M&E) /PT Dated 03 .12.2013

The Commissioner of Municipal Corporation of Greater Mumbai invites the following online tender. The tender copy can be downloaded from MCGM's portal (<http://www.mcgm.gov.in>) under "Tenders" section.

All interested vendors, whether already registered or not registered in M.C.G.M., are mandated to get registered with MCGM for e-Tendering process and obtain Login Credentials to participate in the Online bidding process. The details of the same are available on the above mentioned portal under 'Tenders'. For Registration, Enrolment for Digital Signature Certificates and user manual, please refer to respective links provided in 'Tenders' tab.

The vendors can get Digital Signature from any one of the certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL,GNFC and e-Mudra. M.C.G.M. has also opened a **Help-desk** at the CPD's office to help the vendors in this regard.

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

Sr. No.	Description	E-Tender Price	EMD Rs.	Start date & Time for online Bid Downloading	End date & Time for online Bid Submission
1	Supply, Installation, Testing and Commissioning of Dental Chairs along with Standard Accessories and AMC for MCGM Hospitals Bid No. 7100025184	10,500/-	9,82,100/-	03/12/2013 11:00hrs	02/01/2014 16:00hrs
2	Supply, Installation, Testing and Commissioning of Fully Automated Chemiluminescence Immuno Analyzer system (2 nos.) along with Standard Accessories and CMC for MCGM Hospitals Bid No. 7100025185	10,300/-	1,96,000/-	03/12/2013 11:00hrs	02/01/2014 16:00hrs
3	Supply, Installation, testing and Commissioning of High Pressure Sterilizers along with Standard accessories and CMC for MCGM Hospitals Bid No. 7100022703	8,900/-	1,68,000/-	03/12/2013 11:00hrs	02/01/2014 16:00hrs

4	Supply, Installation, Testing and Commissioning of Arthroscope Set along with Standard Accessories and CMC for MCGM Hospitals Bid No. 7100025191	10,500/-	3,36,000/-	03/12/2013 11:00hrs	02/01/2014 16:00hrs
5	Supply, Installation, Testing and Commissioning of Operative Endoscope along with Standard Accessories and CMC for Sion Hospital Bid No. 7100025193	10,500/-	2,10,000/-	03/12/2013 11:00hrs	02/01/2014 16:00hrs
6	Supply, Installation, Testing and Commissioning of Color Doppler Echocardiography machine for use in Neonates along with Standard Accessories and CMC for various MCGM Hospitals Bid No. 7100025194	10,500/-	2,52,000/-	03/12/2013 11:00hrs	02/01/2014 16:00hrs
7	Supply, Installation, Testing and Commissioning of Colour Doppler Systems for Non-Radiology Single Dept use (Surgery, Medicine, Gynaec, pediatrics, etc) along with Standard Accessories and CMC for various MCGM Hospitals Bid No. 7100025196	10,500/-	7,70,000/-	03/12/2013 11:00hrs	02/01/2014 16:00hrs
8	Supply, Installation, Testing and Commissioning of Medium End Ultrasound Color Doppler System for Radiology Department of major Hospitals and ChMS along with Standard Accessories and CMC Bid No. 7100025197	10,500/-	8,40,000/-	03/12/2013 11:00hrs	02/01/2014 16:00hrs

The tender document is available on MCGM portal (<http://www.mcg.gov.in>) alongwith this Tender Notice. However, the tenderer shall have to pay "e-tender price" through online payment gateway before downloading and uploading the tender document in SRM Module.

EMD will be accepted either in the form of Demand Draft (DD) or Bank Guarantee (B.G.).The B.G. shall be valid for period of 6 months from end date of the tender.

The vendors having Standing Deposits with M.C.G.M. are exempted from paying EMD.

Exemption from payment of EMD against Standing deposit certificate applicable for tender

amount are as follows:-

Class	Tender Estimate Cost (In Lacs Rs.)	Standing Deposits as per Class (In Lacs Rs.)
A	Without Limit	7.5
B	upto 300	5.0
C	upto 200	3.0
D	upto 100	1.5

The Tenderer registered in MCGM with Standing Deposit stated in class B, C & D mentioned above can also participate in the tender having estimated cost more than the limit mentioned against their standing deposit by paying the requisite difference between EMD of the tender and Standing Deposit paid by them. Bank Guarantee will be confirmed from original Bank and if found Bogus/Forged, the necessary penal action likes criminal prosecution including Black listing etc will be initiated.

For deposition of DD/BG/Standing Deposit refer General Instructions to the Tenderer and articles of agreement for procurement of Medical Equipments available on MCGM's portal (<http://www.mcgm.gov.in>) under the tab 'Tenders → Tenders/Quotation Manuals → Articles of Agreement → Procurement of medical Equipments along with Comprehensive/Annual maintenance contract.

The D.D. should be drawn in favor of 'Municipal Corporation Of Greater Mumbai' payable at Mumbai.

The Pre-Bid meeting will be held on **16.12.2013 at 3.00 pm** venue of the same is at Conference Hall at Disaster Control Room, basement, Municipal Head Office Annex Building, Municipal Sabhagruh Marg, Mumbai.

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 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.

Tenderers shall note that any corrigendum issued regarding this tender notice will be published on the MCGM portal only. No corrigendum will be published in the local newspapers.

**By Order of the
Commissioner of Municipal
Corporation of Greater Mumbai**

Sd/- 03.12.2013

Dy. Chief Engineer (CPD) I/c

For detail tender documents please scroll down.

MUNICIPAL CORPORATION OF GREATER MUMBAI
CENTRAL PURCHASE DEPARTMENT

566, N. M. JOSHI MARG, BYCULLA (WEST), MUMBAI -400 011.

This is e-Tender

**Subject: - Supply, Installation, Testing and Commissioning of Dental Chairs along
with Standard Accessories and AMC for MCGM Hospitals**

Tender Documents

Tender No. Dy Ch E/CPD/66/TDR /EE(M&E) of 2013-2014 Sub:- Supply ,Installation, Testing and Commissioning Dental Chairs along with standard Accessories and AMC for MCGM Hospitals Bid No.: 7100025184	Due on: 02/01/2014 At 16.00 hrs
Earnest Money Deposit (EMD): - Rs.:- 9,82,100/-	

Item No	Description:
Item :- A1	<p><u>Specifications for Dental Chair and Unit (Without Compressor)</u></p> <p>A) DENTAL CHAIR</p> <ol style="list-style-type: none">1. Electrically operated, microprocessor controlled, dental chair with scratch resistant surface, corrosion free robust construction.2. Should have seamless, sturdy upholstery facilitating easy cleaning and disinfection.3. Slim back rest with manually adjustable head rest for comfortable support.4. Minimum two fixed programmes- zero and user defined working position.5. It should have foot switch for operations for<ol style="list-style-type: none">a)All positions of the chair and back restb)Doctor side arm functions6. Short right hand rest movable.7. Height adjustment range measured from the floor should be minimum 13 inches lowest level to 30 inches highest level. <p>B)Dental Unit :- Should be attached to the chair with conventional delivery system and shall comprise of the following.</p> <p>a)<u>Doctor side arm (Conventional Delivery Unit) shall have</u></p> <ol style="list-style-type: none">i) Pneumatic locking armii)Feather touch control panel for all controls of the chair and the instruments

- iii) Two points for airtor
- iv) One point for micromotor
- v) One point for three way syringe
- vi) One point for scalar
- Vii) X-ray viewer with LED light
- viii) Removable stainless steel tray for working instruments, with arrangement/clamps to hold it in place on the base.

- ix) Following standard attachments per chair to be supplied unless specified otherwise.
 - a. Two high speed airtor handpieces with two extra cartridges.
 - b. One 3 way syringe with autoclavable and removable tip.
 - c. Inbuilt micromotor with speed of 2,000 RPM to 40,000 RPM, with straight and contra angled handpieces-one each.
 - d. A set each of ultrasonic scaler attachment with piezoelectric and minimum 3(Three) autoclavable tips.

b) Assistant arm

- 1) Two suction points, for low and high suction
- 2) One point for three way syringe
- 3) One point for light cure unit
- 4) One extra holder other than those required for above points/attachments
- 5) Following standard attachments per chair to be supplied unless specified otherwise.
 - a) Low vacuum suction
 - b) High vacuum suction with autoclavable cannula
 - c) One 3 way syringe with autoclavable, removable tip
 - d) Light cure unit- one number per chair

c) Water unit:

- 1) Fixed
- 2) Removable spittoon of glass/ceramic
- 3) Glass/cup filler
- 4) Spittoon water and cup filler controls in the feather touch control panel.
- 5) Water bottle of unbreakable transparent food grade material of minimum 1 liter capacity and easy to remove and to attach with system.

	<p><u>d)Operating Light:</u></p> <ol style="list-style-type: none"> 1) Adjustable 2) Cold and shadowless with minimum 2 intensity settings. 3) Intensity @ 14,000 lux minimum and 25,000 lux maximum <p><u>e)Motorized high and low suctions having direct drainage - independent units.</u></p> <p><u>C) Dental Stool</u></p> <ol style="list-style-type: none"> 1.Stable with strong castor base with pneumatic height adjustment. 2.Contoured seat. 3.Back rest preferably with tilt and height adjustment. 4.Material of construction- non corrosive in nature..
<p>Item A2</p>	<p><u>Specifications for Dental Chair and Unit (With Compressor)</u></p> <p>a)Specifications for Dental Chair and Unit are same as Item A1 above.</p> <p>b)The specifications for compressor are as follows:-</p> <ol style="list-style-type: none"> 1)the compressor should have: <ol style="list-style-type: none"> i)Air moisture filter ii)Non retraction valve iii)Pressure Gauge iv)Air Tank v)Auto cut off switch vi)Medical grade air which is absolutely dry and oil free vii)Low noise 58dB(A) viii)Power 0.75KW/1HP
<p><u>GENERAL REQUIREMENTS</u></p>	<ol style="list-style-type: none"> 1) All the above equipments shall be new and manufactured from virgin materials. All the requirements of this supply shall be sourced from the original equipment manufacturer of the model quoted. In case the machine is imported one no import substitution is permitted neither before the award nor after the award for any part or accessory. “Third party inspection certificate should be applied from the port of origin of shipping of equipment (from the parent companies country of origin). 2) Equipment shall operate on 230 V, 50 Hz, and single-phase electric supply. The necessary protective relaying / circuitry shall be there with the machines. The mains supply voltage variation may be max.±15% and frequency variation max.±3 %. 3) The equipments shall have valid CE mark / US FDA approval and documentary evidence to that effect shall be uploaded. 4) The equipments shall be having warranty of three years as described in

	<p>the tender document elsewhere. The warranty and AMC shall cover the list of the spare parts and the rate of which valid for total 8 years (warranty 3 years and AMC 5 years) irrespective of whether those are treated as consumables or otherwise.</p> <p>5) The equipments should be provided with one hard copy in original of the detailed service manual and operation manual. Further, a soft copy is also required.</p> <p>6) The equipment must be tropicalized as below: Operating room temperature : upto 40° C Storage room temperature : upto 55° C Relative Humidity : upto 90% Non-condensing</p> <p>7) Among the other things, the responsiveness of the bid will be based on successful demonstration of the offered model of the equipments to MCGM officials as mentioned elsewhere in the tender specifications.</p> <p>8) The bidder has to submit users list with address & contact telephone number/s.</p> <p>9) Prospective tenderers should have a full-fledged and well-established service centre in Mumbai with engineers qualified in servicing of Dental Chairs. Please provide details of the same in Annexure - 1.</p> <p>10) Training to Medico Electronics Cell Engineers from servicing point of view and to User department from operating point of view.</p> <p>11) General:</p> <p>a) All the accessories mentioned in the specifications above shall be treated as standard requirement and shall be included in main offer.</p> <p>b) Complete system to be installed and commissioned which shall include making drainage system connection, electrical connection where necessary, compressor air line connection, etc, to the satisfaction of the user. Site visit may be made to get acquainted with the site conditions.</p> <p>c) Operating and detail service manual, one per chair to be supplied.</p> <p>d) One person qualified to impart training on operation of the dental chair unit system shall be posted for 8 hours / day at the site of installation to train and help staff using the system. The arrangement shall be there for 3 months including weekly offs and public holidays.</p> <p>e) The above specifications are minimum requirements and anything better than prescribed will be acceptable provided it is proved so with proper documentary evidence/justification</p>
<p>Item : B1</p>	<p><u>Annual Maintenance Contract (AMC) (For all 50 Nos. Dental Chairs without compressor with accessories per year)</u></p> <p>1) After the comprehensive warranty period is over, five years Annual Maintenance Contract (AMC) will have to be entered into with the terms and conditions mentioned in the tender documents during execution of work contract for the period of 8 years.</p>

	2) The successful bidder has to ensure that all the required spares and services are available during the period of AMC and 2 years after that period.
Item : B2	<p><u>Annual Maintenance Contract (AMC) (For all 63 Nos. Dental Chairs with compressor and accessories per year)</u></p> <p>1) After the comprehensive warranty period is over, five years Annual Maintenance Contract (AMC) will have to be entered into with the terms and conditions mentioned in the tender documents during execution of work contract for the period of 8 years.</p> <p>2) The successful bidder has to ensure that all the required spares and services are available during the period of AMC and 2 years after that period.</p>
Warranty period	The equipments shall be having comprehensive warranty of three years as described in the tender document.

SPECIAL NOTE:

Tenderers are requested to go through the e-Tender guidelines on MCGM portal (<http://mcgm.gov.in>) under Tenders section. All interested vendors, whether already registered or not registered with MCGM, are mandated to get registered with MCGM for e-Tendering process and login Credentials to participate in the Online bidding process on the above-mentioned portal under “e-Procurement” For registration, enrollment for digital signature certificates & user manual, please refer to respective links provided in e-Tendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA’s) licensed by the Controller of Certifying Authorities namely Safescrypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e Mudhra.

1) SPECIAL DIRECTIVES TO THE TENDERERS	<ul style="list-style-type: none"> • 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 bidder/manufacturer shall have adequate experience of successful supply, installation, commissioning & repairs & maintenance of Dental Chairs during last five years from due date of the tender Experience Certificate shall be uploaded during the submission of the
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	<p>tender (Annexure – 12)</p> <ul style="list-style-type: none"> The average annual turnover of the bidder during last three financial years shall be minimum Rs.1,71,90,000/- Evidence in the form of certificate issued by Auditor of firm/ Chartered Accountant shall be uploaded during the submission of the tender (PACKET A) 																				
2. VALIDITY	Every tender shall remain open for acceptance for a minimum period of 180 days from the date of opening of tender. Tenders specifying validity less than 180 days shall be rejected outright.																				
3. SOLVANCY CERTIFICATE	The tenderer should upload solvency certificate for minimum of Rs. 30 Lacs from the Nationalized/ Scheduled/ Foreign Bank. The issue date should not be more than 6 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.																				
4 Payment of EMD	<p>The tenderer shall have to pay EMD Rs:- 9,82,100/-. (For deposition of DD/BG/SD refer Tender documents for Procurement of Medical Equipments along with Comprehensive/Annual Maintenance Contract)</p> <p>EMD will be accepted either in the form of Demand Draft (DD) or Bank Guarantee (B.G.). The format of the B.G. is to be uploaded in the system as per Annexure 12 in PACKET A. The B.G. shall be valid for 6 month from end date of the tender. The venders having standing deposit with MCGM are exempted from paying EMD. The Scanned copy of valid standing deposit receipt shall be uploaded in PACKET A.</p> <p>The Scan copy of valid Standing Deposit receipts shall uploaded in Packet "A". Exemption from payment of EMD against Standing Deposit certificate applicable for tender amount are as follows:</p> <table border="1" data-bbox="609 1297 1463 1524"> <thead> <tr> <th>Sr no</th> <th>Class</th> <th>Estimated amount of the tender (Lacs)</th> <th>Standing Deposit in Lacs</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>A</td> <td>Without Limit</td> <td>7.5</td> </tr> <tr> <td>2</td> <td>B</td> <td>300</td> <td>5.0</td> </tr> <tr> <td>3</td> <td>C</td> <td>200</td> <td>3.0</td> </tr> <tr> <td>4</td> <td>D</td> <td>100</td> <td>1.5</td> </tr> </tbody> </table> <p>The Tenderer registered in MCGM with standing Deposit stated in class B, C & D mentioned above can also participate in this tender by paying the requisite difference between EMD of the tender and standing deposit paid by them. The confirmation of bank guarantee will be obtained from the bank issuing the same and if found Bogus/Forged, the penal action like criminal prosecution including Black listing etc will be initiated. For deposition of DD/BG refer Tender documents for Procurement of Medical Equipments alongwith Comprehensive/Annual Maintenance Contract). The D.D. should be drawn in favor of ‘Municipal Corporation Of Greater Mumbai’ payable at</p>	Sr no	Class	Estimated amount of the tender (Lacs)	Standing Deposit in Lacs	1	A	Without Limit	7.5	2	B	300	5.0	3	C	200	3.0	4	D	100	1.5
Sr no	Class	Estimated amount of the tender (Lacs)	Standing Deposit in Lacs																		
1	A	Without Limit	7.5																		
2	B	300	5.0																		
3	C	200	3.0																		
4	D	100	1.5																		

	Mumbai.
5. ORDER DETAIL	The user department will place orders.
6 DELIVERY	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.
7 Affidavit for condition No 13 & Best Rate	The tenderer has to upload an Affidavit in terms of condition No 13 of Articles of Agreement and Best Rate (Annexure-5)
8.	Local Indian (branded) external monitors/cameras/computers and external cables of ISI mark other than that of used for machine shall be allowed instead of original equipment manufacturer of the model quoted.
9	<p>Note :- 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 – 8/9) 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. However if the value of foreign currencies at the time of supply of consumable items w.r.t. Indian Rupees increases by 25% than on the date of opening of commercial bid in such cases, difference in excess of 25% would be paid to bidder. The rate quoted for consumables to be freezed for 8 years shall not be considered for evaluation and also MCGM is not binding to accept the rates quoted for consumables. Bidders should upload the details in the Packet ‘B’ regarding the accessories to be imported directly and locally. The payment of main machine will be paid in foreign currency as per tender condition. Local accessories will be paid in Indian rupees.</p> <p>The price quoted should be in one currency for all the items quoted i.e. Equipment, Accessories, CMC/AMC, Turnkey Projects if any etc. failing to which tenders will be rejected. While quoting the prices in Indian rupees and local supply in foreign currency it must be inclusive of all the taxes like VAT, Octroi, C.S.T., Service Tax etc. In case of import supply (where LC is required to be opened by MCGM) taxes such as custom duty, Stamp duty etc will be paid by MCGM. However same will be taken into consideration for evaluation and price comparisons along with AMC/CMC/Indian items/ turnkey work/cost per test (if any) etc. In case of items quoted for local supply, CMC/AMC, turnkey projects, cost</p>

	<p>per test (if any) in foreign currency, the conversion rate of the foreign currency will be as per the exchange rate on the date of 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/ local supply/ AMC/ CMC /cost per test (if any) 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.</p>
<p>10. Integrity Pact</p>	<p>The bidder must upload in Packet ‘A’, the agreement of integrity pact as per attached annexure-17 duly signed and stamped on Rs.100/- stamp paper duly notarized and shall submit the original copy of the same in the sealed envelope for E.M.D. to be submitted prior to the due date of the tender. The information regarding encoding (i.e. Annexure VI) shall be kept in the same envelope as per profoma given and it should be uploaded during submission of tender in packet ‘A’. Only Encode No. and Tender No. shall be mentioned on envelope.</p> <p>If the document is not submitted and uploaded as per procedure mentioned above, the tender shall be treated as Non- Responsive.</p>
<p>11.Grievance Redressal Mechanism</p>	<p>For the Redressal of Grievances, the Grievance Redressal Committee has been formed under the Chairmanship of Shri. Rebello, Retired High Court Justice. The details of ‘Grievance Redressal Mechanism’ is given in Annexure 18.</p>

Documents to be uploaded in FOLDER “A” and FOLDER “B” as per the order given below.

Sr No	FOLDER “ A ” Description of Document	Sr No	FOLDER “ B ” Description of Document
1	Particulars of the Tenderer (Annexure - 1)	1	Technical Offer (Basic equipment + Standard Accessories) Annexure -7
2	Form of undertaking of Mandatory Conditions (Annexure - 2)	2	Consumables recommended by tenderer Annexure-9
3	Undertaking to be signed by the Tenderer (Annexure -3)	3	Spare Parts recommended by tenderer Annexure-8
4	Declaration by the tenderer regarding eligibility and acceptance of terms and conditions of the tender documents (Annexure - 4)	4	Comparisons of tender specification v/s equipment specification (Annexure -10)
5	Affidavit for condition No 13 & Best Rate as per the format (Annexure -5)	5	Manufacturing Authorization (Annexure -11)
6	Proforma for encoding of the envelope of DD/BG/SD for the payment of EMD (Annexure - 6)	6	Experience certificate (Annexure-12)
7	Instructions to the tenderer and Articles of Agreement duly signed (Annexure-14)	7	CE mark or US FDA approval. with documentary evidence
8	Signed copy of Tender Document	8	If import then copy of Valid Import License issued by competent authority in the name of manufacturer / 100% Subsidiary or Importer / Authorized Distributors
9	Firm/Company/Sanstha Registration Certificates	9	Tenderer shall have to state Local Brands/supply for External Monitor/ Cameras/Computers/ external cable, accessories etc as applicable.
10	Solvency Certificate	10	Brochure for quoted model.
11	VAT and CST Registration Certificate as applicable		
12	Pan Card with Photograph		
13	Scan copy of DD/SD/BG (As per Annexure-16) for payment of EMD		
14	C.A.'s certificate for turnover of the tenderer		
15	Valid Registration Certificate under ESIC Act 1948. OR Declaration on Rs. 100/- stamp paper if registration under ESIC Act not applicable.		

16	Valid Registration Certificate under EPF & M Act 1952 if 20 or more workers are on the establishment of Tenderer. OR Declaration on Rs.100/- stamp paper if registration under EPF & M Act 1952 is not applicable in case of workers less than 20 in the establishment.		
17	Form of Integrity Pact (Annexure 17)		
18	Grievance Redressal Mechanism (Annexure 18)		

Note:- ALL THE ABOVE MANDATORY CONDITIONS SHOULD BE STRICTLY ADHERED TO FAILING WHICH THE TENDER WILL BE TREATED AS NON-RESPONSIVE AND NO CORRESPONDENCE WILL BE ENTERTAINED IN THE MATTER.

Tenderer's pertinent attention is being drawn to additional special instructions to the Tenderers as follows:

1. The mandatory documents which are uploaded with bid original of which, if called, shall be produced for verification and if required MCGM may ask any clarification /Documents / Additional Documents from the tenderer during the tender process However the short documents of Packet A and Packet B will be accepted by imposing penalty of Rs.1000/document.
If the bidder fails to submit the requisite documents within three days from the intimation of this office further period of three days will be granted for submission of documents and if bidder still fails to submit the document within this period he will be treated as **non-responsive** and 5% of the EMD will be forfeited.
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.
2. **The documents 'Instructions to vendors' and the 'Articles of Agreement of PROCUREMENT OF MEDICAL EQUIPMENTS ALONG WITH COMPREHENSIVE/ANNUAL MAINTENANCE CONTRACT' which are available in e Tendering section of MCGM portal shall be made a part of this tender document. All the tenderer are requested to down load and upload the "Articles of Agreement of Medical Equipments' available at MCGM portal. This is as per the mandatory condition mentioned in the tender.**
3. Tenderer shall note that if the condition in " Instructions " and " **Articles of Agreement PROCUREMENT OF MEDICAL EQUIPMENTS ALONG WITH COMPREHENSIVE/ANNUAL MAINTENANCE CONTRACT**" are in variance

with the condition contained in the Schedule of specifications and mandatory conditions document ,the condition of the Schedule of specifications and mandatory conditions shall prevail.

- 4. 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.**

Execution of Written Contract:

Every successful tenderer shall execute separate written contract for each group of items allotted to him, on payment of the requisite charges as may be directed by the competent authority. Also the successful Tenderer shall have to pay Stamp Duty on the contract agreement as per Government Directives

**TENDERER'S FULL SIGNATURE
WITH RUBBER STAMP**

Details of the Item Data:-

Tender No. Dy Ch E/CPD/66/TDR /EE (M&E) of 2013-2014

Item Group No	Description of the Items	Quantity
Item A1	Supply Installation and Commissioning of Dental Chairs without compressor	50 Nos.
A1a	Import Supply	
A1b	Local Supply	
Item B1	<u>Annual Maintenance Contract (AMC) for Dental Chairs without compressor</u>	
	1) Annual Maintenance Contract (AMC)_Dental Chairs without compressor I year	50 Nos
	2) Annual Maintenance Contract (AMC) Dental Chairs without compressor II year	50 Nos
	3) Annual Maintenance Contract (AMC) Dental Chairs without compressor III year	50 Nos
	4) Annual Maintenance Contract (AMC) Dental Chairs without compressor IV year	50 Nos
	5) Annual Maintenance Contract (AMC) Dental Chairs without compressor V year	50 Nos
Item A2	Supply Installation and Commissioning of Dental Chairs with compressor	63 Nos.
A2a	Import Supply	
A2b	Local Supply	
Item B2	<u>Annual Maintenance Contract (AMC) for Dental Chairs with compressor</u>	
	1)Annual Maintenance Contract (AMC) Dental Chairs with compressor year I year	63 Nos
	2)Annual Maintenance Contract (AMC) Dental Chairs with compressor II year	63 Nos
	3)Annual Maintenance Contract (AMC) Dental Chairs with compressor III year	63 Nos
	4)Annual Maintenance Contract (AMC) Dental Chairs with compressor IV year	63 Nos

	5)Annual Maintenance Contract (AMC) Dental Chairs with compressor V year	63 Nos
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ANNEXURE -1

Tender No . Dy Ch E/CPD/ 66 /TDR / EEM&E of 2013-2014

Bid No.: 7100025184

Particulars about the tenderer- (Specimen copy)

(To be uploaded in Packet 'A')

Following information to be submitted along with tenders (**in Packet '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.
- d. Address with Telephone Number of service centre in Mumbai.
- 5.Total annual turnover in the last Financial Year of tenderer.
- 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**

ANNEXURE -2

Tender No . **Dy Ch E/CPD/ 66 /TDR / EEM&E of 2013-2014**

Bid No.: 7100025184

Form of undertaking of Mandatory Conditions

(To be uploaded in Packet 'A')

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 Packet ' 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 Brihan Mumbai Mahanagar Palika.

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 Annual/comprehensive maintenance contract at the cost quoted by the Tenderer whosoever be the distributors/dealers/agents on Annexure - attached at page No. 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 Packet '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.

ANNEXURE -3

Tender No . **Dy Ch E/CPD/ 66 /TDR / EEM&E of 2013-2014**

Bid No.: 7100025184

Undertaking to be signed by the tenderer

(To be uploaded in Packet 'A')

Name of Equipment:

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.

No.	Full Name	Office Address	Residential Address	Signature
1.				
2.				
3.				

4.				
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ANNEXURE -4

Tender No . **Dy Ch E/CPD/ 66 /TDR / EEM&E of 2013-2014**

Bid No.: 7100025184

**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. undertaking at Annexure - is submitted as a Commitment to provide necessary service as mentioned in tender.
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

Annexure - 5

Tender No . Dy Ch E/CPD/ 66 /TDR / EEM&E of 2013-2014

Bid No.: 7100025184

(To be uploaded in Folder 'A')

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

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

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

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

**TENDERER'S FULL SIGNATURE
WITH FULL NAME & RUBBER STAMP**

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

ANNEXURE -6

Tender No . **Dy Ch E/CPD/ 66 /TDR / EEM&E of 2013-2014**

Bid No.: 7100025184

PROFORMA FOR Encoding of the Envelope for DD/BG/SD of EMD

Demand Draft / BG/SD

1. En Code No:
2. Bank Name:
3. Bank Branch Details:
4. DD / BG 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/BG/SD for EMD should be on letter head of the tenderer.

ANNEXURE -7

Tender No . **Dy Ch E/CPD/ 66 /TDR / EEM&E of 2013-2014**

Bid No.: 7100025184

(Technical Offer)

(To be upload in Packet 'B')

Due On : _____
Name of the Equipment: _____

Item Group No	Description of the Items	Quantity
Item A1	Supply, Installation, Testing and Commissioning of Dental Chairs without compressor as per tender conditions	50 Nos.
Make		
Model		
Item A2	Supply, Installation, Testing and Commissioning of Dental Chairs with compressor as per tender conditions	63 Nos.
Make		
Model		

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

Note: Price should NOT be quoted in this Annexure

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE -8

Tender No . Dy Ch E/CPD/ 66 /TDR / EEM&E of 2013-2014

Bid No.: 7100025184

(Technical Offer)

(To be uploaded in Folder 'B')

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

Item Group No	Items Description in Commercial Bid	Description of the Items	Quantity
Item C1	Dental Chairs without compressor		
1.	Spare Parts -1		
2.	Spare Parts -2		
3	Spare Parts -3		
4	Spare Parts -4		
5	Spare Parts -5		
6	Spare Parts -6		
Item C2	Dental Chairs with compressor		
1.	Spare Parts -1		
2.	Spare Parts -2		
3	Spare Parts -3		
4	Spare Parts -4		
5	Spare Parts -5		
6	Spare Parts -6		

ANNEXURE -9

Tender No . **Dy Ch E/CPD/ 66 /TDR / EEM&E of 2013-2014**

Bid No.: 7100025184

(Technical Offer)

(To be uploaded in Folder 'B')

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

Item Group No	Items Description in Commercial Bid	Description of the Items	Quantity
Item D1	Dental Chairs without compressor		
1	Consumable 1		01 No.
2	Consumable 2		01 No.
3	Consumable 3		01 No.
4	Consumable 4		01 No.
5	Consumable 5		01 No.
6	Consumable 6		01 No.
Item D2	Dental Chairs with compressor		.
1	Consumable 1		01 No.
2	Consumable 2		01 No.
3	Consumable 3		01 No.
4	Consumable 4		01 No.
5	Consumable 5		01 No.
6	Consumable 6		01 No.

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE -10
Tender No . **Dy Ch E/CPD/ 66 /TDR / EEM&E of 2013-2014**
Bid No.: 7100025184
(To be uploaded in Packet B)

COMPARISION OF TENDER SPECIFICATION V/S EQUIPMENT SPECIFICATION

Tenderer should submit information in the following proforma

Item-A1

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>) MAKE: MODEL:
To be entered by the tenderer.	To be entered by the tenderer.

Item-A2

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>) MAKE: MODEL:
To be entered by the tenderer.	To be entered by the tenderer.

Full Signature of the tenderer with
Official Seal & Address

ANNEXURE - 11

Tender No . **Dy Ch E/CPD/ 66 /TDR / EEM&E of 2013-2014**

Bid No.: 7100025184

(To be uploaded in Packet B)

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 shall be uploaded during the submission of Tender.

ANNEXURE -12

Tender No . **Dy Ch E/CPD/ 66 /TDR / EEM&E of 2013-2014**

Bid No.: 7100025184

(To be uploaded in Packet B)

EXPERIENCE CERTIFICATE

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

Experience 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 certificate

NOTE : Experience Certificate should be in the name of Bidder **or** Manufacturer. Scanned copies shall be uploaded in the Packet “B”.

PROFORMA FOR Statement of experience Certificate
 (For the period of last five years)
 Tender No . **Dy Ch E/CPD/ 66 /TDR / EEM&E of 2013-2014**
Bid No.: 7100025184

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 of 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.If at any time, information furnished is proved to be false or incorrect, the Earnest Money furnished fill be forfeited.

Note:- Experience Certificate should be in a name of the bidder **or** manufacturer.

ANNEXURE -13

Tender No . **Dy Ch E/CPD/ 66 /TDR / EEM&E of 2013-2014**

Bid No.: 7100025184

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

No. Date:

To,

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

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 hrs on my/our behalf.

Yours faithfully,

Signature of Bidder

Specimen Signature of representative

Note :- Photo ID of Representative is compulsory

Annexure – 14

Tender No . **Dy Ch E/CPD/ 66 /TDR / EEM&E of 2013-2014**

Bid No.: 7100025184

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 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 period stipulated, the municipal Commissioner/ D.M.C.(C.P.D) / Dean/ Ch.M.S./E.H.O./ Intending Officer shall exercise his discretionary power either :-

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

OR

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

25. Guarantee and repair during the guarantee period The Contractor/s shall for a period of Thirty Six calendar months after the acceptance and satisfactory Installation and commissioning of the equipment, maintain, uphold and keep them in thorough repairs and working order at their own cost and expenses and to the entire satisfaction of the Municipal Commissioner or the Dean/Ch.M.S/E.H.O. or the purchasing Officer, the entire Machinery / Equipment / 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 'Packet 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 'Packet 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.

Annexure – 15

Tender No . **Dy Ch E/CPD/ 66 /TDR / EEM&E of 2013-2014**

Bid No.: 7100025184

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 the 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 Travenkore
8. State Bank of Indore

(B) NATIONALIZED BANKS

9. Allahabad Bank
10. Andhra Bank
11. Bank of Baroda
12. Bank of India
13. Bank of Maharashtra
14. Central Bank of India
15. Dena Bank
16. Indian Bank
17. Indian Overseas Bank

18. Oriental Bank of commerce
19. Punjab National Bank
20. Punjab & Sind Bank
21. Syndicate Bank
22. Union Bank of India
23. United Bank of India
24. UCO Bank
25. Vijaya Bank
26. Corporation Bank
27. Canara Bank

(C) SCHEDULED COMMERCIAL BANKS

28. Bank of Madura Ltd.
29. Bank of Rajasthan Ltd.
30. Banaras State Bank Ltd.
31. Bharat Overseas Bank Ltd.
32. Catholic Syrian Bank Ltd.
33. City Union Bank Ltd.
34. Development Credit Bank
35. Dhanalakshmi Bank Ltd.
36. Federal Bank Ltd
37. Indus ind Bank Ltd.
38. I.C.I.C.I. Banking Corporation Ltd.
39. Global Trust Bank Ltd.
40. Jammu & Kashmir Bank Ltd.
41. Karnataka Bank Ltd.
42. Karur Vysya Bank Ltd.

43. Laxmi Vilas Bank Ltd
44. Nedungadi Bank Ltd
45. Ratnakar Bank Ltd.
46. Sangli Bank Ltd.
47. South Indian Bank Ltd.
48. S.B.I. Commercial & Int. Bank Ltd.
49. Tamil land Mercantile Bank Ltd.
50. United Western Bank Ltd.
51. Vysya Bank Ltd.
52. Axis Bank
53. Kotak Mahindra Bank Ltd

(D) SCHEDULED URBAN CO-OP BANKS

54. Abhyudaya Co-Op. Bank Ltd.
55. Bassein Catholic Co-Op. Bank Ltd
56. Bharat Co-Op. Bank Ltd.
57. Bombay Mercantile Co-Op. Bank Ltd.
58. Cosmos Co-Op. Bank Ltd.
59. Greater Mumbai Co-Op. Bank Ltd.
60. Janata Sahakari Bank Ltd.
61. The Mumbai District Central Co-Op. Bank Ltd.
62. The Maharashtra State Co-Op. Bank
63. New India Co-Op. Bank Ltd.
64. North Canara G.S.B. Co-Op. Bank Ltd.
65. Rupee Co-Op. Bank Ltd.
66. Sangli Urban Co-Op. Bank Ltd.
67. Saraswat Co-Op. Bank Ltd.
68. Shamrao Vitthal Co-Op. Bank Ltd.

69. Mahangar Co-Op. Bank Ltd.
 70. Citizen Bank Ltd.
 71. Yes Bank
 72. Punjab and Maharashtra Co-Op Bank Ltd
 73. Thane Janata Sahakari Bank Ltd
- (E) FOREIGN BANKS
74. ABN AMRO BANK N.V.
 75. American Express Bank Ltd.
 76. ANZ Grindlays Bank
 77. Bank of America NT & SA
 78. Bank of Tokyo Ltd.
 79. Banque Indosuez
 80. Banque National De Paris
 81. Barclays Bank
 82. Citi Bank N.A.
 83. Hongkong & Shanghai Banking Corporation Ltd.
 84. Mitsui Taiyokbe Bank Ltd.
 85. Standard Chartered Bank
 86. CHO-Hung Bank
 87. HDFC Bank
 88. IDBI Bank

ANNEXURE – 16

Tender No . **Dy Ch E/CPD/ 66 /TDR / EEM&E of 2013-2014**

Bid No.: 7100025184

**BANKERS GUARANTEE IN LIEU OF TENDER / EARNEST MONEY DEPOSIT
FOR SUPPLY OF MATERIALS / GOODS**

THIS INDENTURE made this-----day of -----20-----

BETWEEN

THE-----BANK incorporated under the English / Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as ‘ the bank ‘ which expression shall be deemed to include its successors and assigns) of the **FIRST PART** -----

inhabitants carrying on business at -----
-----in Mumbai under the style and Name of Messers-----
----- (hereinafter referred to as ‘ the contractor (s)’ of the **SECOND PART**.

Shri -----THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as ‘ the Commissioner’ which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the **THIRD PART**

AND

THE MUNICIPAL CORPORATION OF GREATER MUMBAI (hereinafter referred to as ‘ the Corporation ‘) of the **FOURTH PART**.

WHEREAS the contractor (s) has / have submitted to the Commissioner tender for the supply of -----of-----
----- department, having tender No.-----, BID No.-----
-----tender amount Rs.----- and the terms of such tender / contract require that the contractor (s) shall deposit with the Commissioner Bankers Guarantee as earnest money deposit and / or the security deposit for a

sum of Rs.------(Rupees-----
--).

AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the contractor (s) will provide that such deposit shall remain with the Commissioner and will be appropriated by the Commissioner towards the Security Deposit to be taken under the contract and be redeemable by the contractor (s) if, (her / they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against him / them thereunder.

AND WHEREAS the contractor (s) is/ are constituent (s) of the Bank and in order to facilitate the keeping of the account of the contractor (s), the Bank with the consent and concurrence of the contractor(s) has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractor (s) depositing with the Commissioner, the said sum, as earnest money and/ or the security as aforesaid.

AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking.

NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractor(s) (hereby testified) undertakes with the Commissioner to pay to the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs.------(Rupees-----
-----) under the terms of the said tender and / or the contract. The Bankers Guarantee is valid upto ----- “Not withstanding anything what has been stated above, our liability under this guarantee, is restricted to Rs.-----only and guarantee shall remain in force upto -----, unless the demand or claim under this guarantee is made on us in writing on or before-----, all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”.

INWITNESS WHEREOF

WITNESS (1) -----

Name and address -----

WITNESS (2) -----

Name and address -----

----- the duly

constituted

Attorney

Manager

The Bank and the said Messrs-----

----- (Name of the Bank)

WITNESS (1) -----

Name and address -----

WITNESS (2) -----

Name and address -----

----- for Messrs-----

(Name of the contractor)

Have here into set their respective hands the day and year first above written.

- 1.1 M.C.G.M. commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- 1.2 The M.C.G.M. undertakes that no employee of the MCGM, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.3 M.C.G.M. will during tender process treat all bidders with equity and reason. The M.C.G.M. before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 1.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the MCGM with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the MCGM and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the MCGM the proceedings under the contract would not be stalled.

2. COMMITMENTS OF THE BIDDERS / CONTRACTORS

- 2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.
- 2.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process or to any MCGM person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with MCGM for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with MCGM.
- 2.4 The Bidders/ Contractors will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.5 The Bidders / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the bidders will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by MCGM as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 2.6 The Bidders/ Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian bidder shall disclose their foreign principals or associates.

- 2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the MCGM.
- 2.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with MCGM.
- 2.9 The Bidder will promptly inform the Independent External Monitor (of M.C.G.M.) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in M.C.G.M.
- 2.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 2.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the M.C.G.M. or his relatives.
- 2.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.13 The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.
- 2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. PREVIOUS TRANSGRESSION

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

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

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

- 4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the M.C.G.M. and M.C.G.M. shall not be required to assign any reasons therefore.
- 4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 4.5 If any outstanding payment is due to the Bidder from M.C.G.M. in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by M.C.G.M. along with interest.

- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the M.C.G.M. resulting from such cancellation / rescission and the M.C.G.M. shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 4.8 Forfeiture of Performance Bond in case of a decision by the M.C.G.M. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.9 The decision of M.C.G.M. to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
- 4.10 The Bidder accepts and undertakes to respect and uphold the absolute right of MCGM to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 4.11 To debar the Bidders/ Contractors from participating in future bidding process of M.C.G.M. for a minimum period of three years.
- 4.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

5. FALL CLAUSE

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

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

- 6.1 The M.C.G.M. appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 6.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.
- 6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.
- 6.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.
- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
- 6.6 The MCGM will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 6.8 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by M.C.G.M./ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- 6.9 The word "IEM" would include both singular and plural.
- 6.10 Both parties accept, that the recommendation of IEM would be in the nature of advise and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.

7. VALIDITY OF THE PACT

- 7.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of both the M.C.G.M. and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 7.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the Municipal Commissioner / Additional Municipal Commissioner of the M.C.G.M.

8. FACILITATION OF INVESTIGATION

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

9. MISCELLANEOUS

- 9.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the M.C.G.M. i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.
- 9.2 If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.

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

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

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

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

ANNEXURE – 18
Tender No . Dy Ch E/CPD/ 66 /TDR / EEM&E of 2013-2014
Bid No.: 7100025184
GRIEVANCE REDRESSAL MECHANISM

Procuring Entity, M.C.G.M. has formed a Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, may within a period of 7 days or any such other period, as may be specified in the pre-qualification document, bidder registration document or bidding documents make an application for review of such decision or action to procuring entity [Director (M.E.&M.H.) for medical tenders, Director (E.S.&P.) and/or concerned D.M.C. for Engineering Department, concerned D.M.C. for the other tenders]. While making such an application for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

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

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

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

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

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

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

No application shall be maintainable before the Procuring Committee in regard of any decision of the M.C.G.M. relating to following issues: Determination of need of procurement

The decision of whether or not to enter into negotiations.
Cancellation of a procurement process for certain reasons.

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

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

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

Full Signature of the tenderer with
Official Seal and Address

MUNICIPAL CORPORATION OF GREATER MUMBAI
CENTRAL PURCHASE DEPARTMENT

566, N. M. JOSHI MARG, BYCULLA (WEST), MUMBAI -400 011.

This is e-Tender

Subject: - Supply, Installation, Testing and Commissioning of Fully Automated Chemiluminescence Immuno Analyzer system (2 nos.) along with Standard Accessories and CMC for MCGM Hospitals

Tender Documents

Tender No. Dy Ch E/CPD/67/TDR /EE(M&E) of 2013-2014 Sub:- Supply ,Installation, Testing and Commissioning Fully Automated Chemiluminescence Immuno Analyzer system (2 nos.) along with standard Accessories and CMC for MCGM Hospitals.	Due on: 02/01/2014 At 16:00 hrs
Earnest Money Deposit (EMD): Rs:- 1,96,000/-	
Bid No:-7100025185	

Item No	Description:
Item :- A	<u>Specifications for Fully Automated Chemiluminescence Immuno Analyzer System:</u> <ol style="list-style-type: none">1. Fully automated walk away system to perform quantitative analysis of Hormones, Cancer markers, Cardiac Markers, fertility tests and other special Immuno assays from serum and plasma samples.2. System should be random access with a provision to test STAT samples.3. System should be using Chemiluminescence / Electro Chemiluminescence to deliver very high sensitivity and linearity.4. System should have facility for on-board programs for at least 50 different test parameters.5. Onboard sample capacity should be at least 25 or more at one time, with facility for continuous loading of samples.6. It should have sensor for level detection of sample and reagents,

	<p>built-in facilities for sample clot detection & probe crash prevention.</p> <ol style="list-style-type: none"> 7. System should have throughput of minimum 80 tests / hr. 8. Time for 1st result should be maximum 60 minutes and subsequent results in less than 90 seconds each. 9. System should have reagent slots for a minimum of 10 assays and the reagents should be available from the same manufacturer. 10. System should have on-board cooling facility to maintain the temperature of the reagents. 11. Flexibility to use different sample containers like primary tubes with different sizes; sample cups etc. for easy processing. 12. Sample volumes should not exceed 50µL per test. 13. Facility for on-board sample dilution is must. 14. System should have the facility to test special Immunoassays parameters like Vitamin B12, Intact PTH, and Insulin besides other routine Immunoassays parameters. 15. On-board reagent stability should be up to one month and calibration of the parameter should be typically lot based. Daily calibration should not be required. 16. System should have on-board data control work station with color monitor for programming the tests and entering the patient data. 17. Should have provision for comprehensive data management with multitasking facility, Storage of calibration data, QC result, Levy Jennings Charts for minimum period of one month and data storage of minimum 10000 patient results. 18. Apart from equipment computer, an additional external interphased personal computer with lasted configuration (core i5) & Hard Disc (minimum 500GB), RAM (minimum 2GB),DVD Writer, 4 USB Serial Ports, 17 inch flat screen color monitor with licensed version of operating system. One ink jet color printer and 0.5 KVA UPS for computer should be supplied. All these should be as per latest specifications and versions as applicable and should be from reputed make. Computer and peripherals should have minimum three year warranty. 19. One computer table to accommodate personal computer and computer peripherals should be supplied. 20. The instrument should be supplied with appropriate capacity voltage stabilizer and UPS with minimum 30 minutes backup. 21. Should have facility for simultaneous and speedy printing of patient results. Programme interfaced with external printer for
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	<p>printing the entire day / month result data patient wise and test wise should be provided.</p> <p>22. Interfacing facility (hardware & software) compatible with local area network of hospital should be provided free of cost as and when required.</p> <p>23. Company should provide licensed copy of software of the equipment, Software upgradation should be provided by the company free of cost, throughout lifetime of equipment.</p> <p>24. Offer should include three years comprehensive warranty to all following equipments</p> <ul style="list-style-type: none"> I. Main analyzer II. Computers & peripherals including computer UPS III. Main UPS unit <p>Should provide technical support and required spares, accessories, consumables for minimum 7 years after warranty period is over.</p> <p>25. A 5 year Comprehensive Maintenance Contract (yearwise) post warranty be quoted together for following equipment:</p> <ul style="list-style-type: none"> I. Main analyzer II. Computers & peripherals including computer UPS. III. Main UPS unit <p>26. Should supply all consumables required for Thyroid assays – T3, T4 & TSH for 300 tests, FSH, LH and prolactin for 100 tests, free of costs as start up kits.</p> <p>27. Consumables should be supplied readily by the company throughout the lifetime of the equipment. Prices of consumables should be available in international as well as Indian currency.</p> <p>28. System should have 2 X RS 232 bidirectional interface and in-built modem for remote service diagnostics / tele services.</p> <p>29. Should follow international standard & safety requirements.</p> <p>30. Details of installations of same machines in various hospitals of repute in Mumbai City, Maharashtra and other Government Hospitals in India to be inclosed along with address, contact person's name and phone numbers.</p> <p>31. Should have facility for upgradation of system in future.</p>
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Item: B	Cost per Test: Bidders should quote cost per test for following tests	
	Sr. No.	Description of Tests (Parameters)
		Estimated number of Tests for 08 years for 02

		machines
ADRENAL		
1	ACTH	11520
2	Cortisol	48000
ANAEMIA		
3	EPO	7680
4	Ferritin	7680
5	Folic Acid	7680
6	Vitamin B12	7680
BONE METABOLISM		
7	Calcitonin	7680
8	Osteocalcin	7680
9a	PTH	19200
9b	Vitamin D	28800
10	Pyrilinks D	2840
CARDIOVASCULAR		
11	CK MB	7680
12	Troponin 1	7680
13	Homocysteine	3840
DIABETES		
14	Albumin	7680
15	C peptide	3840
16	Insulin	38400
GROWTH		
17	Growth Hormone	7680
18	IGF 1	4800
19	IGF BP 3	4800
IMMUNE/INFLAMMATORY		
20	hs CRP	1920
21	IL 1 β	1920
22	IL-6	1920
23	IL-10	1920
24	TNF α	1920
REPRODUCTION		
25	AFP	1920
26	Androstenedione	1920
27	DHEAS	1920
28	Estradiol	1920
29	Estriol	1920

30	FSH	38400
31	HCG	1920
32	Beta HCG	1920
33	LH	28800
34	Progesterone	1920
35	Prolactin	48000
36	SHBG	9600
37	Total Testosterone	21120
THYROID		
38	Free T3	38400
39	Total T3	172800
40	Free T4	38400
41	Total T4	17800
42	TBG	7680
43	Anti Thyroglobulin	19200
44	Anti TPO	38400
45	TSH 3rd Generation	230400

<p>Item : C</p>	<p><u>Comprehensive Maintenance Contract (CMC) (For 2 Nos. Fully Automated Chemiluminescence Immuno Analyzer system with accessories per year)</u></p> <p>1) After the comprehensive warranty period is over, five years Comprehensive Maintenance Contract (CMC) will have to be entered into with the terms and conditions mentioned in the tender Documents during execution of work contract for the period of 8 years.</p> <p>2) The successful bidder has to ensure that all the required spares and services are available during the period of CMC and 2 years after that period.</p>
<p>Special Condition:</p>	<p>1)The total quantity of approximate tests to be performed at hospitals are given in Item ‘B’ and bidder shall quote cost/test in packet ‘C’ accordingly. The value of cost per test will be considered for evaluation of e-Tender.</p>
<p><u>GENERAL REQUIREMENTS</u></p>	<p>1) All the above equipments shall be new and manufactured from virgin materials. All the requirements of this supply shall be sourced from the original equipment manufacturer of the model quoted. In case the machine is imported one no import substitution is permitted neither before the award nor after the award for any part or accessory. “Third party inspection certificate should be applied from the port of origin of shipping of equipment (from the parent companies country of origin).</p> <p>2) Equipment shall operate on 230 V, 50 Hz, and single-phase electric</p>

	<p>supply. The necessary protective relaying / circuitry shall be there with the machines. The mains supply voltage variation may be max.±15% and frequency variation max.±3 %.</p> <p>3) The equipments shall have valid CE mark / US FDA approval and documentary evidence to that effect shall be uploaded.</p> <p>4) The equipments shall be having comprehensive warranty of three years as described in the tender document elsewhere. The comprehensive warranty and CMC shall cover the standard Accessories for total 8 years (warranty 3 years and CMC 5 years) irrespective of whether those are treated as consumables or otherwise.</p> <p>5) The equipments should be provided with one hard copy in original of the detailed service manual and operation manual. Further, a soft copy is also required.</p> <p>6) The equipment must be tropicalized as below: Operating room temp : upto 40° C Storage room temp : upto 55° C Relative Humidity : upto 90% Non-condensing</p> <p>7) Among the other things, the responsiveness of the bid will be based on successful demonstration of the offered model of the equipments to MCGM officials as mentioned elsewhere in the tender specifications.</p> <p>8) The bidder has to submit users list with address & contact telephone number/s.</p> <p>9) Prospective tenderers should have a full-fledged and well-established service centre in Mumbai with engineers qualified in servicing of Fully Automated Chemiluminescence Immuno Analyzer system. Please provide details of the same in Annexure - 1.</p> <p>10) Training to Medico Electronics Cell Engineers from servicing point of view and to User department from operating point of view.</p>
Warranty period	The equipments shall be having comprehensive warranty of three years as described in the tender document.

SPECIAL NOTE:

Tenderers are requested to go through the e-Tender guidelines on MCGM portal (<http://mcgm.gov.in>) under Tenders section. All interested vendors, whether already registered or not registered with MCGM, are mandated to get registered with MCGM for e-Tendering process and login Credentials to participate in the Online bidding process on the above-mentioned portal under “e-Procurement” For registration, enrollment for digital signature certificates & user manual, please refer to respective links provided in e-Tendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA’s) licensed by the Controller of Certifying Authorities namely Safescrypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e Mudhra.

1) SPECIAL	
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<p>DIRECTIVES TO THE TENDERERS</p>	<ul style="list-style-type: none"> • 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 bidder/manufacturer shall have adequate experience of successful supply, installation, commissioning & repairs & maintenance of Fully Automated Chemiluminescence Immuno Analyzer system during last five years from due date of the tender Experience Certificate shall be uploaded during the submission of the tender (Annexure – 12) • The average annual turnover of the bidder during last three financial years shall be minimum <u>Rs.34,30,000/-</u> Evidence in the form of certificate issued by Auditor of firm/ Chartered Accountant shall be uploaded during the submission of the tender (PACKET A)
<p>2. VALIDITY</p>	<p>Every tender shall remain open for acceptance for a minimum period of 180 days from the date of opening of tender. Tenders specifying validity less than 180 days shall be rejected outright.</p>
<p>3. SOLVENCY CERTIFICATE</p>	<p>The tenderer should upload solvency certificate for minimum of Rs.15 Lacs from the Nationalized/ Scheduled/ Foreign Bank. The issue date should not be more than 6 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.</p>
<p>4 Payment of EMD</p>	<p>The tenderer shall have to pay EMD Rs :-1,96,000/- (For deposition of DD/BG/SD refer Tender documents for Procurement of Medical Equipments along with Comprehensive/Annual Maintenance Contract)</p> <p>EMD will be accepted either in the form of Demand Draft (DD) or Bank Guarantee (B.G.).The format of the B.G. is to be uploaded in the system as per Annexure 12 in PACKET A. The B.G. shall be valid for 6 month from end date of the tender. The venders having standing deposit with MCGM are exempted from paying EMD. The Scanned copy of valid standing deposit receipt shall be uploaded in PACKET A.</p> <p>The Scan copy of valid Standing Deposit receipts shall uploaded in Packet "A". Exemption from payment of EMD against Standing Deposit certificate applicable for tender amount are as follows:</p>

Sr no	Class	Estimated amount of the tender (Lacs)	Standing Deposit in Lacs
1	A	Without Limit	7.5
2	B	300	5.0
3	C	200	3.0
4	D	100	1.5

The Tenderer registered in MCGM with standing Deposit stated in class B, C & D mentioned above can also participate in this tender by paying the requisite difference between EMD of the tender and standing deposit paid by them. The confirmation of bank guarantee will be obtained from the bank issuing the same and if found Bogus/Forged, the penal action like criminal prosecution including Black listing etc will be initiated. For deposition of DD/BG refer Tender documents for Procurement of Medical Equipments along with Comprehensive/Annual Maintenance Contract). The D.D. should be drawn in favor of 'Municipal Corporation Of Greater Mumbai' payable at Mumbai.

5. ORDER DETAIL	The user department will place orders.
6 DELIVERY	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.
7 Affidavit for condition No 13 & Best Rate	The tenderer has to upload an Affidavit in terms of condition No 13 of Articles of Agreement and Best Rate (Annexure-5)
8.	Local Indian (branded) external monitors/cameras/computers and external cables of ISI mark other than that of used for machine shall be allowed instead of original equipment manufacturer of the model quoted.
9	Note :- 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 – 8/9) 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. However if the value of foreign currencies at the time of supply of consumable items w.r.t. Indian Rupees increases by 25% than on the

	<p>date of opening of commercial bid in such cases, difference in excess of 25% would be paid to bidder.</p> <p>The rate quoted for consumables to be freezed for 8 years shall not be considered for evaluation and also MCGM is not binding to accept the rates quoted for consumables.</p> <p>Bidders should upload the details in the Packet 'B' regarding the accessories to be imported directly and locally. The payment of main machine will be paid in foreign currency as per tender condition. Local accessories will be paid in Indian rupees.</p> <p>The price quoted should be in one currency for all the items quoted i.e. Equipment, Accessories, CMC/AMC, Turnkey Projects if any etc. failing to which tenders will be rejected. While quoting the prices in Indian rupees and local supply in foreign currency it must be inclusive of all the taxes like VAT, Octroi, C.S.T., Service Tax etc. In case of import supply (where LC is required to be opened by MCGM) taxes such as custom duty, Stamp duty etc will be paid by MCGM. However same will be taken into consideration for evaluation and price comparisons along with AMC/CMC/Indian items/ turnkey work/cost per test (if any) etc.</p> <p>In case of items quoted for local supply, CMC/AMC, turnkey projects, cost per test (if any) in foreign currency, the conversion rate of the foreign currency will be as per the exchange rate on the date of 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/ local supply/ AMC/ CMC /cost per test (if any) 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.</p>
<p>10. Integrity Pact</p>	<p>The bidder must upload in Packet 'A', the agreement of integrity pact as per attached annexure-17 duly signed and stamped on Rs.100/- stamp paper duly notarized and shall submit the original copy of the same in the sealed envelope for E.M.D. to be submitted prior to the due date of the tender. The information regarding encoding (i.e. Annexure VI) shall be kept in the same envelope as per profoma given and it should be uploaded during submission of tender in packet 'A'. Only Encode No. and Tender No. shall be mentioned on envelope.</p> <p>If the document is not submitted and uploaded as per procedure mentioned above, the tender shall be treated as Non- Responsive.</p>
<p>11.Grievance Redressal Mechanism</p>	<p>For the Redressal of Grievances, the Grievance Redressal Committee has been formed under the Chairmanship of Shri. Rebello, Retired High Court Justice. The details of 'Grievance Redressal Mechanism' is given in Annexure 18.</p>

Documents to be uploaded in FOLDER “A” and FOLDER “B” as per the order given below.

Sr No	FOLDER “ A ” Description of Document	Sr No	FOLDER “ B ” Description of Document
1	Particulars of the Tenderer (Annexure - 1)	1	Technical Offer (Basic equipment + Standard Accessories) Annexure -7
2	Form of undertaking of Mandatory Conditions (Annexure - 2)	2	Consumables Annexure-9
3	Undertaking to be signed by the Tenderer (Annexure -3)	3	Comparisons of tender specification v/s equipment specification (Annexure -10)
4	Declaration by the tenderer regarding eligibility and acceptance of terms and conditions of the tender documents (Annexure - 4)	4	Manufacturing Authorization (Annexure -11)
5	Affidavit for condition No 13 & Best Rate as per the format (Annexure -5)	5	Experience certificate (Annexure-12)
6	Proforma for encoding of the envelope of DD/BG/SD for the payment of EMD (Annexure - 6)	6	CE mark or US FDA approval. with documentary evidence
7	Instructions to the tenderer and Articles of Agreement duly signed (Annexure-14)	7	If import then copy of Valid Import License issued by competent authority in the name of manufacturer / 100% Subsidiary or Importer / Authorized Distributors
8	Signed copy of Tender Document	8	Tenderer shall have to state Local Brands/supply for External Monitor/ Cameras/Computers/ external cable, accessories etc as applicable.
9	Firm/Company/Sanstha Registration Certificates	9	Brochures of the quoted model.
10	Solvency Certificate		
11	VAT and CST Registration Certificate as applicable		
12	Pan Card with Photograph		
13	Scan copy of DD/SD/BG (As per Annexure-16) for payment of EMD		
14	C.A.'s certificate for turnover of the tenderer		
15	Valid Registration Certificate under ESIC Act 1948. OR Declaration on Rs. 100/- stamp paper if registration under ESIC Act not applicable.		
16	Valid Registration Certificate under		

	EPF & M Act 1952 if 20 or more workers are on the establishment of Tenderer. OR Declaration on Rs.100/- stamp paper if registration under EPF & M Act 1952 is not applicable in case of workers less than 20 in the establishment.		
17	Form of Integrity Pact (Annexure 17)		
18	Grievance Redressal Mechanism (Annexure 18)		

Note :- ALL THE ABOVE MANDATORY CONDITIONS SHOULD BE STRICTLY ADHERED TO FAILING WHICH THE TENDER WILL BE TREATED AS NON-RESPONSIVE AND NO CORRESPONDENCE WILL BE ENTERTAINED IN THE MATTER.

Tenderer's pertinent attention is being drawn to additional special instructions to the Tenderers as follows:

1. The mandatory documents which are uploaded with bid original of which, if called, shall be produced for verification and if required MCGM may ask any clarification /Documents / Additional Documents from the tenderer during the tender process However the short documents of Packet A and Packet B will be accepted by imposing penalty of Rs.1000/document.
If the bidder fails to submit the requisite documents within three days from the intimation of this office further period of three days will be granted for submission of documents and if bidder still fails to submit the document within this period he will be treated as **non-responsive** and 5% of the EMD will be forfeited.
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.
2. The documents '**Instructions to vendors' and the 'Articles of Agreement of PROCUREMENT OF MEDICAL EQUIPMENTS ALONG WITH COMPREHENSIVE/ANNUAL MAINTENANCE CONTRACT'**' which are available in e Tendering section of MCGM portal shall be made a part of this tender document. All the tenderer are requested to down load and upload the "Articles of Agreement of Medical Equipments' available at MCGM portal. This is as per the mandatory condition mentioned in the tender.
3. Tenderer shall note that if the condition in " Instructions " and "Articles of Agreement **PROCUREMENT OF MEDICAL EQUIPMENTS ALONG WITH COMPREHENSIVE/ANNUAL MAINTENANCE CONTRACT'**" are in variance

with the condition contained in the Schedule of specifications and mandatory conditions document ,the condition of the Schedule of specifications and mandatory conditions shall prevail.

4. **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.**

Execution of Written Contract:

Every successful tenderer shall execute separate written contract for each group of items allotted to him, on payment of the requisite charges as may be directed by the competent authority. Also the successful Tenderer shall have to pay Stamp Duty on the contract agreement as per Government Directives

**TENDERER'S FULL SIGNATURE
WITH RUBBER STAMP**

Details of the Item Data:-

Tender No. Dy Ch E/CPD/67/TDR /EE(M&E)of 2013-2014

Bid No.7100025185

Item Group No	Description of the Items	Quantity- Nos.
Item A	Supply, Installation, Testing and Commissioning of Fully Automated Chemiluminescence Immuno Analyzer system (LTMG Hospital-1 no, B.Y.L.Nair Hospital-1 no.) as per tender conditions.	2
A1	Import Supply	
A2	Local Supply	
Item B	Description of the Test	
	1) Cost per Test -ACTH	11520
	2)Cortisol	48000
	3)EPO	7680
	4)Ferritin	7680
	5)Folic Acid	7680
	6)Vitamin B12	7680
	7)Calcitonin	7680
	8)Osteocalcin	7680
	9a)PTH	19200
	9b)Vitamin D	28800
	10)Pyrilinks D	3840
	11)CK MB	7680
	12)Troponin 1	7680
	13)Homocysteine	3840
	14)Albumin	7680
	15) C peptide	3840
	16)Insulin	38400
17)Growth Hormone	7680	
18)IGF 1	4800	

	19)IGF BP 3	4800
	20)hs CRP	1920
	21)IL 1 β	1920
	22)IL-6	1920
	23)IL-10	1920
	24)TNF α	1920
	25)AFP	1920
	26)Androstenedione	1920
	27)DHEAS	1920
	28)Estradiol	1920
	29)Estriol	1920
	30)FSH	38400
	31)HCG	1920
	32)Beta HCG	1920
	33)LH	28800
	34)Progesterone	1920
	35)Prolactin	48000
	36)SHBG	9600
	37)Total Testosterone	21120
	38)Free T3	38400
	39)Total T3	172800
	40)Free T4	38400
	41)Total T4	172800
	42)TBG	7680
	43)Anti Thyroglobulin	19200
	44)Anti TPO	38400
	45)TSH 3rd Generation	230400
Item C	Comprehensive Maintenance Contract (CMC) (For 2 Nos , Fully Automated Chemiluminescence Immuno Analyzer system including compulsory accessories per year)	.
	1) Comprehensive Maintenance Contract (CMC) I year	2 nos
	2) Comprehensive Maintenance Contract (CMC) II year	2 nos
	3) Comprehensive Maintenance Contract (CMC) III year	2 Nos

4) Comprehensive Maintenance Contract (CMC) IV year	2 nos.
5) Comprehensive Maintenance Contract (CMC) V year	2 Nos.

ANNEXURE -1
Tender No. Dy Ch E/CPD/67/TDR/EE (M&E) of 2013-2014
Bid No:7100025185

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

Following information to be submitted along with tenders (in Packet '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.
 - d. Address with Telephone Number of service centre in Mumbai.
- 5.Total annual turnover in the last Financial Year of tenderer.
- 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

ANNEXURE -2
Tender No. Dy Ch E/CPD/67/TDR /EE (M&E) of 2013-2014
Bid No:7100025185

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

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 Packet ' 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 incase 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 Brihan mumbai Mahanagarpalika.

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 Annual/comprehensive maintenance contract at the cost quoted by the Tenderer whosoever be the distributors/dealers/agents on Annexure - attached at page No. 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 Packet '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.

ANNEXURE -3

Tender No. Dy Ch E/CPD/67/TDR /EE (M&E) of 2013-2014
Bid No:7100025185

Undertaking to be signed by the tenderer

(To be uploaded in Packet 'A')

Name of Equipment :

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.

No.	Full Name	Office Address	Residential Address	Signature
1.				
2.				
3.				
4.				

ANNEXURE -4

**Tender No. Dy Ch E/CPD/67/TDR /EE (M&E) of 2013-2014
Bid No:7100025185**

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. undertaking at Annexure - is submitted as a Commitment to provide necessary service as mentioned in tender.
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

Annexure - 5

Tender No. Dy Ch E/CPD/67/TDR /EE (M&E) of 2013-2014

Bid No:7100025185

(To be uploaded in Folder 'A')

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

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

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

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

**TENDERER'S FULL SIGNATURE
WITH FULL NAME & RUBBER STAMP**

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

ANNEXURE -6

**Tender No. Dy Ch E/CPD/67/TDR /EE (M&E) of 2013-2014
Bid No: 7100025185**

PROFORMA FOR Encoding of the Envelope for DD/BG/SD of EMD

Demand Draft / BG/SD No.

1. En Code No:
2. Bank Name:
3. Bank Branch Details:
4. DD / BG/SD 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/BG/SD for EMD should be on letter head of the tenderer.

ANNEXURE -7
Tender No. Dy Ch E/CPD/67/TDR /EE (M&E) of 2013-2014
Bid No: 7100025185

(Technical Offer)

(To be upload in Packet 'B')

Due On : _____
Name of the Equipment: _____

Item Group No	Description of the Items	Quantity
Item A	Supply, Installation, Testing and Commissioning of Fully Automated Chemiluminescence Immuno Analyzer system (LTMG Hospital-1 no, B.Y.L.Nair Hospital-1 no.) as per tender conditions.	2 Nos.
Make		
Model		

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

Note: Price should NOT be quoted in this Annexure

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE -8

NOT APPLICABLE

**Tender No. Dy Ch E/CPD/67/TDR /EE (M&E) of 2013-2014
Bid No: 710025185**

ANNEXURE -9
Tender No. Dy Ch E/CPD/67/TDR/EE (M&E) of 2013-2014
Bid No: 7100025185

(Technical Offer)

(To be uploaded in Folder 'B')

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

Item Group No	Items Description in Commercial Bid	Description of the Items	Quantity
Item D	Fully Automated Chemiluminescence Immuno Analyzer system		
1.	Consumable -1	Thyroid assays – T3	01 No.
2.	Consumable -2	Thyroid assays – T4	01 No.
3	Consumable -3	Thyroid assays – TSH	01 No.
4	Consumable -4	FSH	01 No.
5	Consumable -5	LH	01 No.
6	Consumable -6	Prolactin	01 No.
7	Consumable -7		01 No.

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE -10
Tender No. Dy Ch E/CPD/67/TDR /EE (M&E) of 2013-2014
Bid No: 7100025185
(To be uploaded in Packet B)

COMPARISION OF TENDER SPECIFICATION V/S EQUIPMENT SPECIFICATION
Tenderer should submit information in the following proforma

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> <u>MAKE:</u> <u>MODEL:</u>
To be entered by the tenderer.	To be entered by the tenderer.

Full Signature of the tenderer with
Official Seal & Address

ANNEXURE - 11
Tender No. Dy Ch E/CPD/67/TDR /EE (M&E) of 2013-2014
Bid No: 7100025185
(To be uploaded in Packet B)

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 shall be uploaded during the submission of Tender.

ANNEXURE -12
Tender No. Dy Ch E/CPD/67/TDR /EE (M&E) of 2013-2014
Bid No: 7100025185
(To be uploaded in Packet B)

EXPERIENCE CERTIFICATE

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

NOTE : Experience Certificate should be in the name of Bidder **or** Manufacturer. Scanned copies shall be uploaded in the Packet “B”.

PROFORMA FOR Statement of experience Certificate
 (For the period of last five years)
Tender No. Dy Ch E/CPD/67/TDR /EE (M&E) of 2013-2014
Bid No: 7100025185

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 of 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. If at any time, information furnished is proved to be false or incorrect, the Earnest Money furnished will be forfeited.

Note:- Experience Certificate should be in a name of the bidder **or** manufacturer.

ANNEXURE -13

Tender No. Dy Ch E/CPD/67/TDR /EE (M&E) of 2013-2014

Bid No: 7100025185

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

No. Date:

To,

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

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 hrs on my/our behalf.

Yours faithfully,

Signature of Bidder

Specimen Signature of representative

Note :- Photo ID of Representative is compulsory

Annexure – 14

Tender No. Dy Ch E/CPD/67/TDR /EE (M&E) of 2013-2014

Bid No: 7100025185

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

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

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

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

The Commissioner shall not be made party to be required to defend or answer any action, suit or

proceeding at the instance of the Corporation or the Contractor nor shall be compellable by any proceeding whatsoever to answer or explain and matter relating to any certificate or award made by him or to state or show how or why or on what grounds he settle, ascertained or determined or omitted to settle, ascertain or determine in any manner whatsoever, nor shall he be compellable to state or give his reasons for any proceeding whatsoever which he may take or direct to be taken in or about, or show to any person or persons for any purpose whatsoever any document whatsoever or any calculations or memoranda whatsoever in his possession or power relating thereto.

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

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

16. Termination of the Contract

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

17. Return of the Contract

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

18. Banker's Guarantee

In the event of the said deposit of Rs. _____ having been made by the Contractor/s by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the Contractor/s under any of the provision of this Contract becoming subject to or liable for any penalty or damages liquidated or unliquidated or of the said deposit of Rs. _____ becoming

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

19. Partnership

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

20. Charges

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

21. Singular – Plural

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

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

23. Acknowledgement

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

24. Penalty

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

To recover from contractor as agreed, the liquidated damages or by way of penalty half percent of the price of the equipment which the contractors has failed to deliver as aforesaid per week or part thereof during which the delivery of such equipment may be in arrears subject to maximum

limit @ 10% of the balance amount of the stipulated price of the equipment undelivered. Such penalty is to be deducted always by the consignee from the contractor's balance bill, B.G. or EMD or any money due to the contractor from Brihanmumbai Mahanagar Palika.

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 'Packet 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 'Packet 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 _____
Two Thousand _____ in the presence of
1) _____
2) _____

S E A L

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

Witness _____
Municipal Secretary _____

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

Annexure – 15

Tender No. Dy Ch E/CPD/67/TDR /EE (M&E) of 2013-2014

Bid No: 7100025185

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.
3. 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 the 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 Travenkore
8. State Bank of Indore

(B) NATIONALIZED BANKS

9. Allahabad Bank
10. Andhra Bank
11. Bank of Baroda
12. Bank of India
13. Bank of Maharashtra
14. Central Bank of India
15. Dena Bank
16. Indian Bank

17. Indian Overseas Bank
18. Oriental Bank of commerce
19. Punjab National Bank
20. Punjab & Sind Bank
21. Syndicate Bank
22. Union Bank of India
23. United Bank of India
24. UCO Bank
25. Vijaya Bank
26. Corporation Bank
27. Canara Bank

(C) SCHEDULED COMMERCIAL BANKS

28. Bank of Madura Ltd.
29. Bank of Rajasthan Ltd.
30. Banaras State Bank Ltd.
31. Bharat Overseas Bank Ltd.
32. Catholic Syrian Bank Ltd.
33. City Union Bank Ltd.
34. Development Credit Bank
35. Dhanalakshmi Bank Ltd.
36. Federal Bank Ltd
37. Indus ind Bank Ltd.
38. I.C.I.C.I. Banking Corporation Ltd.
39. Global Trust Bank Ltd.
40. Jammu & Kashmir Bank Ltd.
41. Karnataka Bank Ltd.

42. Karur Vysya Bank Ltd.
43. Laxmi Vilas Bank Ltd
44. Nedungadi Bank Ltd
45. Ratnakar Bank ltd.
46. Sangli Bank Ltd.
47. South Indian Bank Ltd.
48. S.B.I. Commercial & Int. Bank Ltd.
49. Tamil land Mercantile Bank Ltd.
50. United Western Bank Ltd.
51. Vysya Bank Ltd.
52. Axis Bank
53. Kotak Mahindra Bank Ltd

(D) SCHEDULED URBAN CO-OP BANKS

54. Abhyudaya Co-Op. Bank Ltd.
55. Bassein Catholic Co-Op. Bank Ltd
56. Bharat Co-Op. Bank Ltd.
57. Bombay Mercantile Co-Op. Bank Ltd.
58. Cosmos Co-Op. Bank Ltd.
59. Greater Mumbai Co-Op. Bank Ltd.
60. Janata Sahakari Bank Ltd.
61. The Mumbai District Central Co-Op. Bank Ltd.
62. The Maharashtra State Co-Op. Bank
63. New India Co-Op. Bank Ltd.
64. North Canara G.S.B. Co-Op. Bank Ltd.
65. Rupee Co-Op. Bank Ltd.
66. Sangli Urban Co-Op. Bank Ltd.
67. Saraswat Co-Op. Bank Ltd.

68. Shamrao Vitthal Co-Op. Bank Ltd.
 69. Mahangar Co-Op. Bank Ltd.
 70. Citizen Bank Ltd.
 71. Yes Bank
 72. Punjab and Maharashtra Co-Op Bank Ltd
 73. Thane Janata Sahakari Bank Ltd
- (E) FOREIGN BANKS
74. ABN AMRO BANK N.V.
 75. American Express Bank Ltd.
 76. ANZ Grindlays Bank
 77. Bank of America NT & SA
 78. Bank of Tokyo Ltd.
 79. Banque Indosuez
 80. Banque National De Paris
 81. Barclays Bank
 82. Citi Bank N.A.
 83. Hongkong & Shanghai Banking Corporation Ltd.
 84. Mitsui Taiyokbe Bank Ltd.
 85. Standard Chartered Bank
 86. CHO-Hung Bank
 87. HDFC Bank
 88. IDBI Bank

ANNEXURE – 16

Tender No. Dy Ch E/CPD/67/TDR /EE (M&E) of 2013-2014

Bid No: 7100025185

**BANKERS GUARANTEE IN LIEU OF TENDER / EARNEST MONEY DEPOSIT
FOR SUPPLY OF MATERIALS / GOODS**

THIS INDENTURE made this-----day of -----20-----

BETWEEN

THE-----BANK incorporated under the English / Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as ‘ the bank ‘ which expression shall be deemed to include its successors and assigns) of the **FIRST PART** -----

inhabitants carrying on business at -----
-----in Mumbai under the style and Name of Messers-----
----- (hereinafter referred to as ‘ the contractor (s)’ of the **SECOND PART**.

Shri -----THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as ‘ the Commissioner’ which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the **THIRD PART**

AND

THE MUNICIPAL CORPORATION OF GREATER MUMBAI (hereinafter referred to as ‘ the Corporation ‘) of the **FOURTH PART**.

WHEREAS the contractor (s) has / have submitted to the Commissioner tender for the supply of -----of-----
----- department, having tender No.-----, BID No.-----
-----tender amount Rs.----- and the terms of such tender / contract require that the contractor (s) shall deposit with the Commissioner Bankers Guarantee as earnest money deposit and / or the security deposit for a

sum of Rs.------(Rupees-----
--).

AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the contractor (s) will provide that such deposit shall remain with the Commissioner and will be appropriated by the Commissioner towards the Security Deposit to be taken under the contract and be redeemable by the contractor (s) if, (her / they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against him / them thereunder.

AND WHEREAS the contractor (s) is/ are constituent (s) of the Bank and in order to facilitate the keeping of the account of the contractor (s), the Bank with the consent and concurrence of the contractor(s) has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractor (s) depositing with the Commissioner, the said sum, as earnest money and/ or the security as aforesaid.

AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking.

NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractor(s) (hereby testified) undertakes with the Commissioner to pay to the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs.------(Rupees-----
-----) under the terms of the said tender and / or the contract. The Bankers Guarantee is valid upto ----- “Not withstanding anything what has been stated above, our liability under this guarantee, is restricted to Rs.-----only and guarantee shall remain in force upto -----, unless the demand or claim under this guarantee is made on us in writing on or before-----, all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”.

INWITNESS WHEREOF

WITNESS (1) -----

Name and address -----

WITNESS (2) -----

Name and address -----

----- the duly

constituted

Attorney

Manager

The Bank and the said Messrs-----

----- (Name of the Bank)

WITNESS (1) -----

Name and address -----

WITNESS (2) -----

Name and address -----

----- for Messrs-----

(Name of the contractor)

Have here into set their respective hands the day and year first above written.

ANNEXURE – 17
Tender No. Dy Ch E/CPD/67/TDR /EE (M&E) of 2013-2014
Bid No: 7100025185
FORM OF INTEGRITY PACT

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

WHEREAS THE MCGM invites for the -----

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

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

NOW, THEREFORE

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

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

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

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

1. COMMITMENTS OF THE M.C.G.M.

- 4.1 M.C.G.M. commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- 4.2 The M.C.G.M. undertakes that no employee of the MCGM, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 4.3 M.C.G.M. will during tender process treat all bidders with equity and reason. The M.C.G.M. before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 4.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the MCGM with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the MCGM and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the MCGM the proceedings under the contract would not be stalled.

5. COMMITMENTS OF THE BIDDERS / CONTRACTORS

- 5.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.
- 5.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process or to any MCGM person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 5.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with MCGM for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with MCGM.
- 5.4 The Bidders/ Contractors will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 5.5 The Bidders / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the bidders will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by MCGM as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 5.6 The Bidders/ Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian bidder shall disclose their foreign principals or associates.

- 5.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the MCGM.
- 5.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with MCGM.
- 5.9 The Bidder will promptly inform the Independent External Monitor (of M.C.G.M.) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in M.C.G.M.
- 5.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 5.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the M.C.G.M. or his relatives.
- 5.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.13 The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.
- 2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

6. PREVIOUS TRANSGRESSION

- 6.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any other company in any country or with Public Sector Enterprises in India in respect of any corrupt practices envisaged hereunder that could justify BIDDER's exclusion from the tender process.
- 6.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

7. DISQUALIFICATION FROM TENDER PROCESS AND

EXCLUSION FROM FUTURE CONTRACTS

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

- 7.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 7.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the M.C.G.M. and M.C.G.M. shall not be required to assign any reasons therefore.
- 7.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 7.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 7.5 If any outstanding payment is due to the Bidder from M.C.G.M. in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 7.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by M.C.G.M. along with interest.
- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the M.C.G.M. resulting from such cancellation / rescission and the M.C.G.M. shall be entitled to deduct the amount so payable from the money due to the Bidder.

- 4.13 Forfeiture of Performance Bond in case of a decision by the M.C.G.M. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.14 The decision of M.C.G.M. to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
- 4.15 The Bidder accepts and undertakes to respect and uphold the absolute right of MCGM to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 4.16 To debar the Bidders/ Contractors from participating in future bidding process of M.C.G.M. for a minimum period of three years.
- 4.17 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

8. FALL CLAUSE

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

9. EXTERNAL INDEPENDENT MONITOR / MONITORS

- 6.3 The M.C.G.M. appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively,

- whether and to what extent the Parties comply with the obligations under this Agreement.
- 6.4 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.
- 6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.
- 6.5 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.
- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
- 6.6 The MCGM will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.11 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 6.12 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by M.C.G.M./ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- 6.13 The word "IEM" would include both singular and plural.
- 6.14 Both parties accept, that the recommendation of IEM would be in the nature of advise and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.

11. VALIDITY OF THE PACT

- 7.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of both the M.C.G.M. and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 7.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the Municipal Commissioner / Additional Municipal Commissioner of the M.C.G.M.

12. FACILITATION OF INVESTIGATION

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

13. MISCELLANEOUS

- 13.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the M.C.G.M. i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.
- 13.2 If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- 13.3 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

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

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

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

ANNEXURE – 18
Tender No. Dy Ch E/CPD/67/TDR /EE (M&E) of 2013-2014
Bid No: 7100025185

GRIEVANCE REDRESSAL MECHANISM

Procuring Entity, M.C.G.M. has formed a Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, may within a period of 7 days or any such other period, as may be specified in the pre-qualification document, bidder registration document or bidding documents make an application for review of such decision or action to procuring entity [Director (M.E.&M.H.) for medical tenders, Director (E.S.&P.) and/or concerned D.M.C. for Engineering Department, concerned D.M.C. for the other tenders]. While making such an application for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

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

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

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

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

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

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

No application shall be maintainable before the Procuring Committee in regard of any decision of the M.C.G.M. relating to following issues:

7. Determination of need of procurement
8. The decision of whether or not to enter into negotiations.
9. Cancellation of a procurement process for certain reasons.

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

On receipt of recommendation of the Committee, Municipal Commissioner will communicate his decision thereon to the Applicant and to the Committee within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of

the recommendation and in case of non-acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

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

Full Signature of the tenderer with
Official Seal and Address

MUNICIPAL CORPORATION OF GREATER MUMBAI
CENTRAL PURCHASE DEPARTMENT

566, N. M. JOSHI MARG, BYCULLA (WEST), MUMBAI -400 011.

This is e-Tender

Subject: - Supply, Installation, testing and Commissioning of High Pressure Sterilizers along with Standard accessories with CSMC for MCGM Hospitals

Schedule No. Dy Ch E/CPD/68/TDR /EE(M&E) of 2013-2014	Due on: 02/01/2014 At 16:00 hrs
Earnest Money Deposit: Rs.1,68,000/-	Bid No.7100022703

Item No	Description
Item :- A	<p>1) SHAPE & DIMENSION: CYLINDRICAL 500 MM X 1200MM (20" x 48" approx.) - 18Kw.</p> <ul style="list-style-type: none">● MODE OF HEATING: Electrically heated by immersion heaters of 18kW electric load wired for operation on 3-phase 4-wire, 400/440 volts 50Hz A.C. Supply.● WORKING PRESSURE: 30Lbs/Sq. Inch. 2.1 kgf/cm².● OPERATING PRESSURE: 2.05+ 0.15 kgf/cm² approx. (30psi).● OPERATING TEMPERATURE: about 134 degrees centigrade.● EXHAUST: FAST EXHAUST within 7 minutes & SLOW EXHAUST from 7 to 30 minutes.● VACUUM: Water Ring type Vacuum pump for Vacuum.● FULLY AUTOMATIC CONTROL: PLC based for fully automatic control with leak test and Bowie Dick Test cycle. A provision to work on manual in case of failure of Automatic control should be available.● MODE OF OPERATION: Direct PLC based auto-control system which features monitoring, recording, programming, controlling and data acquisition all together from PLC. This system includes:<ul style="list-style-type: none">6) Process Automation Hardware. (Including PLC, sensors- Pressure/compound Transmitter, Temperature Transmitter, Signal Conversion Card, ON/OFF Control Output Channels, Input output Signal Control Box, 6 inch HMI)7) Process Automation Software.<ul style="list-style-type: none">i. It will be a MENU driven software.ii. Process parameters like Leak test vacuum, leak test hold, leak test tolerance, no. of pulses, pulse pressure, pulse vacuum, sterile temp., sterile time, drying vacuum, drying time and etc. will be programmable.iii. No. of cycles can be programmed and RUN when desired.iv. Fixed cycles provided for Leak test, Bowie-Dick test,

HPHV

- v. Standard cycles for liquid media, glass wear and instruments
- vi. Three level password facility for a better security
- vii. Fixed cycles are provided for an easy operation
- viii. Additional facilities like product name, batch no. and operator code.
- ix. Client's name will be available on each data record
- x. Numerical data printing for temperature, pressure/vacuum and time
- xi. During any running process cycle,
 - A real time graph of Temp. & Pressure vs Time
 - Digital display for Temp. and Pressure,
 - A set point temp. arrow marked on the temp. axis
 - A real time digital counting of sterilization time and Fo value
 - ON or OFF status of the control devices are available on the screen
- xii. Data recording time will be programmable
- xiii. Recorded numerical (digital) data reports should be printed online
- xiv. The control should be by a touch screen display.
- HYDROSTATIC TEST: The shell is subject to Hydrostatic test to twice the working pressure
- PERFORMANCE: The sterilizer should be capable of performing the following operations constituting one full cycle of sterilization.
 - 4) Generate steam and built up working pressure in jacket, without admitting it to chamber;
 - 5) Admit steam to the chamber and allow it to build up to working pressure and temperature (maintaining pressure in the jacket) and retaining working temperature for at least two hour.
 - 6) Exhausting the chamber pressure, retaining the jacket pressure; and
 - 7) Drying of load in chamber (if required) through vacuum.
- DOOR: Fitted with one no. door, with SS radial Arms to manipulate smoothly by well- insulated handles, and should have automatic pressure locking device to provide complete safety to the operating personnel against any explosive opening of the door under high pressure. The door should lock positively when pressure in the chamber is 0.35 kgf/cm² or more and the lock should not be released until the pressure falls below 0.1 kgf/cm² or less. Provision should be made to tighten the dished door while in locked position.

A moulded steam & heat resisting silicone joint less gasket should be fitted to the door.

- **MATERIAL OF CONSTRUCTION:**

- Chamber & back plate: SS sheet of grade (04Cr17Ni12MO2) 316 non-magnetic - 6mm.
- Jacket: SS sheet of grade (04Cr18Ni10) 304 non-magnetic - 6mm
- End Ring: SS 316L non-magnetic - 10mm
- Connections & Piping: Made of stainless steel having bright finish
- Dished Door: Stainless steel 304 quality 12mm thick
- Outer Cover: SS-304 mirror polish 21 – Swg
- Insulation: 50mm Glass wool
- **CONTROL VALVE SYSTEM:** Solenoid/manually operated with multiport control valve.
- **SAFETY VALVE:** A pressure switch for controlling pressure is provided on jacket, one spring-loaded safety valve is provided to jacket as a safe guard against excess pressure in jacket.
- **DRYING SYSTEM:** Allows filtered air in to the chamber during drying cycles.
- **VACUUM BREAKER:** Prevents formation of accidental vacuum in jacket due to steam condensation.
- **PLUG SCREEN:** Fitted in Chamber, prevents the chamber from clogging with lint and sediment.
- **TEMPERATURE SENSOR:** Indicates the working temperature in the Chamber accurately on the touch screen MMI (Man Machine Interface). Temperature has to be sensed at least at two different points and the same should be recorded.
- **PRESSURE SENSOR:** Indicates in the MMI, the actual pressure of steam in the jacket.
- **COMPOUND PRESSURE SENSOR:** Indicates in the MMI, the vacuum and pressure in the chamber.
- **A POCKET (FOR THERMOGRAPH):** The provision to fit the bulb for the temperature recorder.
- **STEAM TRAP AND CHECK VALVE:** Fitted in to the discharge line for automatic removal of residual air and condensate to give optimum sterilization temperature.
- **BOILER (STEAM GENERATOR):** Fitted to under side of jacket. It should be fitted with:
 - 1) Immersion type heating elements 3 Nos. of 6 kW (Total 18kW load).
 - 2) A low water protection for heaters provided to cut off electricity supply to heaters through an intelligent transducer and magnetic air break contactor if the water level runs below heater level.

	<p>3) Water level gauge glass indicates water level in boiler (capable of self-locking in case breakage)</p> <p>4) Water inlet with non-return valve and drain valve etc.</p> <p>5) Pressure control switch to control and keep pressure constant in the jacket</p> <p>6) Feed Water System with sensor for low level & High level. The Motor should start automatically as and when the water level goes down & stop when the water level goes up.</p> <p>7) Boiler plate (10 mm) & nuts and bolts should be of STAINLESS STEEL.</p> <p>8) Boiler should be covered in asbestos sheet & covered in SS sheet, to minimize heat loss.</p> <p>9) In addition equipment with Toggle Switch and indicating RED & GREEN lamps.</p> <ol style="list-style-type: none"> 1. The heater protection should be by an intelligent transducer 2. The boiler water feeding should be automatic with a micro controller. <ul style="list-style-type: none"> ● TRAY (STAINLESS STEEL): Provided in the Chamber of suitable size. ● The whole unit should be mounted on a tabular GI pipe stand duly painted with heat resisting epoxy paint. ● Company should be ISO: 9001:2008 or IS:13485:2010 certified and product should be BIS Marked IS 3829 (Part I) or CE mark or US FDA approval and documentary evidence to that effect shall be uploaded. ● All standard accessories should be provided with the machine. ● Power supply - 3-phase 4-wire, 400/440 volts 50Hz A.C. Supply.
<p><u>GENERAL REQUIREMENTS</u></p>	<p>1) All the above equipments shall be new and manufactured from virgin materials. All the requirements of this supply shall be sourced from the original equipment manufacturer of the model quoted. In case the machine is imported one no import substitution is permitted neither before the award nor after the award for any part or accessory. “Third party inspection certificate should be applied from the port of origin of shipping of equipment (from the parent companies country of origin).</p> <p>2) Equipment shall operate on 440 V, 50 Hz, and three-phase electric supply. The necessary protective relaying / circuitry shall be there with the machines. The mains supply voltage variation may be max.±15% and frequency variation max.±3 %.</p> <p>3) The equipments shall be having comprehensive warranty of three years as described in the tender document elsewhere. The comprehensive warranty and CMC shall also cover the standard Accessories for total 8 years (warranty 3 years and CMC 5 years) irrespective of whether those are treated as consumables or otherwise.</p> <p>4) The equipments should be provided with one hard copy in original of</p>

	<p>the detailed service manual and operation manual. Further, a soft copy is also required.</p> <p>5) The equipment must be tropicalized as below: Operating room temp : upto 40° C Storage room temp : upto 55° C Relative Humidity : upto 90% Non-condensing</p> <p>6) Among the other things, the responsiveness of the bid will be based on successful demonstration of the offered model of the equipments to MCGM officials as mentioned elsewhere in the tender specifications.</p> <p>7) The bidder has to submit users list with address & contact telephone number/s.</p> <p>8) Prospective tenderers should have a full-fledged and well-established service centre in Mumbai with engineers qualified in servicing of High Pressure Sterilizers. Please provide details of the same in Annexure - 1.</p> <p>9) Training to M&E Engineers of respective hospital from servicing point of view and to User department from operating point of view.</p>
Item : B	<p><u>Comprehensive Maintenance Contract (CMC) for all 5 Nos. High Pressure Sterilizers with accessories .</u></p> <p>1.After the comprehensive warranty period is over, five years Comprehensive Maintenance Contract (CMC) will have to be entered into with the terms and conditions mentioned in the tender documents during execution of work contract for the period of 8 years.</p> <p>2.The successful bidder has to ensure that all the required spares and services are available during the period of CMC and 2 years after that period.</p>
Warranty period	The equipments shall be having comprehensive warranty of three years as described in the tender document.

SPECIAL NOTE:

Tenderers are requested to go through the e-Tender guidelines on MCGM portal (<http://mcgm.gov.in>) under Tenders section. All interested vendors, whether already registered or not registered with MCGM, are mandated to get registered with MCGM for e-Tendering process and login Credentials to participate in the Online bidding process on the above-mentioned portal under “e-Procurement” For registration, enrollment for digital signature certificates & user manual, please refer to respective links provided in e-Tendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA’s) licensed by the Controller of Certifying Authorities namely Safescrypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e Mudhra.

1) SPECIAL DIRECTIVES	1) Only the manufacturers and their authorized
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TO THE TENDERERS	<p>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.</p> <p>2) The bidder/manufacturer shall have adequate experience of successful supply, installation, commissioning & repairs & maintenance of High Pressure Sterilizers during last five years from due date of the tender Experience Certificate shall be uploaded during the submission of the tender (Annexure – 12)</p> <p>3) The average annual turnover of the bidder during last three financial years shall be minimum Rs.29,40,000 /- Evidence in the form of certificate issued by Auditor of firm/ Chartered Accountant shall be uploaded during the submission of the tender (PACKET A)</p>																				
2. VALIDITY	Every tender shall remain open for acceptance for a minimum period of 180 days from the date of opening of tender. Tenders specifying validity less than 180 days shall be rejected outright.																				
3. SOLVENCY CERTIFICATE	The tenderer should upload solvency certificate for minimum of Rs. 15 Lacs from the Nationalized/ Scheduled/ Foreign Bank. The issue date should not be more than 6 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.																				
4 Payment of EMD	<p>The tenderer shall have to pay EMD Rs:- 1,68,000/- (For deposition of DD/BG/SD refer Tender documents for Procurement of Medical Equipments along with Comprehensive/Annual Maintenance Contract)</p> <p>EMD will be accepted either in the form of Demand Draft (DD) or Bank Guarantee (B.G.). The format of the B.G. is to be uploaded in the system as per Annexure 12 in PACKET A. The B.G. shall be valid for 6 month from end date of the tender. The venders having standing deposit with MCGM are exempted from paying EMD. The Scanned copy of valid standing deposit receipt shall be uploaded in PACKET A.</p> <p>The Scan copy of valid Standing Deposit receipts shall uploaded in Packet "A". Exemption from payment of EMD against Standing Deposit certificate applicable for tender amount are as follows:</p> <table border="1" data-bbox="609 1621 1461 1850"> <thead> <tr> <th>Sr no</th> <th>Class</th> <th>Estimated amount of the tender (Lacs)</th> <th>Standing Deposit in Lacs</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>A</td> <td>Without Limit</td> <td>7.5</td> </tr> <tr> <td>2</td> <td>B</td> <td>300</td> <td>5.0</td> </tr> <tr> <td>3</td> <td>C</td> <td>200</td> <td>3.0</td> </tr> <tr> <td>4</td> <td>D</td> <td>100</td> <td>1.5</td> </tr> </tbody> </table>	Sr no	Class	Estimated amount of the tender (Lacs)	Standing Deposit in Lacs	1	A	Without Limit	7.5	2	B	300	5.0	3	C	200	3.0	4	D	100	1.5
Sr no	Class	Estimated amount of the tender (Lacs)	Standing Deposit in Lacs																		
1	A	Without Limit	7.5																		
2	B	300	5.0																		
3	C	200	3.0																		
4	D	100	1.5																		

	<p>The Tenderer registered in MCGM with standing Deposit stated in class B, C & D mentioned above can also participate in this tender by paying the requisite difference between EMD of the tender and standing deposit paid by them. The confirmation of bank guarantee will be obtained from the bank issuing the same and if found Bogus/Forged, the penal action like criminal prosecution including Black listing etc will be initiated. For deposition of DD/BG refer Tender documents for Procurement of Medical Equipments along with Comprehensive/Annual Maintenance Contract). The D.D. should be drawn in favor of ‘Municipal Corporation Of Greater Mumbai’ payable at Mumbai.</p>
5. ORDER DETAIL	The user department will place orders.
6 DELIVERY	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.
7 Affidavit for condition No 13 & Best Rate	The tenderer has to upload an Affidavit in terms of condition No 13 of Articles of Agreement and Best Rate (Annexure-5)
8.	Local Indian (branded) external monitors/cameras/computers and external cables of ISI mark other than that of used for machine shall be allowed instead of original equipment manufacturer of the model quoted.
9	<p>Note :- 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 – 8/9)</p> <p>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. However if the value of foreign currencies at the time of supply of consumable items w.r.t. Indian Rupees increases by 25% than on the date of opening of commercial bid in such cases, difference in excess of 25% would be paid to bidder. The rate quoted for consumables to be freezed for 8 years shall not be considered for evaluation and also MCGM is not binding to accept the rates quoted for consumables.</p> <p>Bidders should upload the details in the Packet ‘B’ regarding the accessories to be imported directly and locally. The payment of main machine will be paid in foreign currency as per tender condition.</p> <p>Local accessories will be paid in Indian rupees.</p> <p>The price quoted should be in one currency for all the items quoted i.e. Equipment, Accessories, CMC/AMC, Turnkey Projects if any etc. failing to which tenders will be rejected. While quoting the prices in Indian rupees and local supply in foreign currency it must be inclusive of all the taxes like</p>

	<p>VAT, Octroi, C.S.T., Service Tax etc. In case of import supply (where LC is required to be opened by MCGM) taxes such as custom duty, Stamp duty etc will be paid by MCGM. However same will be taken into consideration for evaluation and price comparisons along with AMC/CMC/Indian items/turnkey work/cost per test (if any) etc.</p> <p>In case of items quoted for local supply, CMC/AMC, turnkey projects, cost per test (if any) in foreign currency, the conversion rate of the foreign currency will be as per the exchange rate on the date of 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/ local supply/ AMC/ CMC /cost per test (if any) 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.</p>
<p>10.Grievance Redressal Mechanism</p>	<p>For the Redressal of Grievances, the Grievance Redressal Committee has been formed under the Chairmanship of Shri. Rebello, Retired High Court Justice. The details of ‘Grievance Redressal Mechanism’ is given in Annexure 18.</p>

Documents to be uploaded in FOLDER “A” and FOLDER “ B” as per the order given below.

Sr No	FOLDER “ A ” Description of Document	Sr No	FOLDER “ B ” Description of Document
1	Particulars of the Tenderer (Annexure - 1)	1	Technical Offer (Basic equipment + Standard Accessories) Annexure -7
2	Form of undertaking of Mandatory Conditions (Annexure - 2)	2	Consumables recommended by tenderer Annexure-9
3	Undertaking to be signed by the Tenderer (Annexure -3)	3	Comparisons of tender specification v/s equipment specification (Annexure -10)
4	Declaration by the tenderer regarding eligibility and acceptance of terms and conditions of the tender documents (Annexure - 4)	4	Manufacturing Authorization (Annexure -11)
5	Affidavit for condition No 13 & Best Rate as per the format (Annexure -5)	5	Experience certificate (Annexure-12)
6	Proforma for encoding of the envelope of DD/BG/SD for the payment of EMD (Annexure - 6)	6	CE mark or US FDA approval with documentary evidence
7	Instructions to the tenderer and Articles of Agreement duly signed (Annexure-14)	7	If import then copy of Valid Import License issued by competent authority in the name of manufacturer / 100% Subsidiary or Importer / Authorized Distributors
8	Signed copy of Tender Document	8	Tenderer shall have to state Local Brands/supply for External Monitor/ Cameras/Computers/ external cable,accessories etc as applicable.
9	Firm/Company/Sanstha Registration Certificates	9	Brochure of the quoted model
10	Solvency Certificate		
11	VAT and CST Registration Certificate as applicable		
12	Pan Card with Photograph		
13	Scan copy of DD/SD/BG (As per Annexure-16) for payment of EMD		
14	C.A.'s certificate for turnover of the tenderer		
15	Valid Registration Certificate under ESIC Act 1948. OR Declaration on Rs. 100/- stamp paper if registration under ESIC Act not applicable.		
16	Valid Registration Certificate under EPF & M Act 1952 if 20 or more workers are on the establishment of Tenderer. OR Declaration on Rs.100/- stamp paper if registration under EPF & M Act 1952 is		

	not applicable in case of workers less than 20 in the establishment.		
17	Grievance Redressal Mechanism (Annexure 18)		

Note:- ALL THE ABOVE MANDATORY CONDITIONS SHOULD BE STRICTLY ADHERED TO FAILING WHICH THE TENDER WILL BE TREATED AS NON-RESPONSIVE AND NO CORRESPONDENCE WILL BE ENTERTAINED IN THE MATTER.

Tenderer's pertinent attention is being drawn to additional special instructions to the Tenderers as follows:

1. The mandatory documents which are uploaded with bid original of which, if called, shall be produced for verification and if required MCGM may ask any clarification /Documents / Additional Documents from the tenderer during the tender process However the short documents of Packet A and Packet B will be accepted by imposing penalty of Rs.1000/document.
If the bidder fails to submit the requisite documents within three days from the intimation of this office further period of three days will be granted for submission of documents and if bidder still fails to submit the document within this period he will be treated as **non-responsive** and 5% of the EMD will be forfeited.
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.
2. **The documents 'Instructions to vendors' and the 'Articles of Agreement of PROCUREMENT OF MEDICAL EQUIPMENTS ALONG WITH COMPREHENSIVE/ANNUAL MAINTENANCE CONTRACT' which are available in e Tendering section of MCGM portal shall be made a part of this tender document. All the tenderer are requested to down load and upload the "Articles of Agreement of Medical Equipments' available at MCGM portal. This is as per the mandatory condition mentioned in the tender.**
3. **Tenderer shall note that if the condition in " Instructions " and " "Articles of Agreement PROCUREMENT OF MEDICAL EQUIPMENTS ALONG WITH COMPREHENSIVE/ANNUAL MAINTENANCE CONTRACT" are in variance with the condition contained in the Schedule of specifications and mandatory conditions document ,the condition of the Schedule of specifications and mandatory conditions shall prevail.**
4. **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.**

Execution of Written Contract:

Every successful tenderer shall execute separate written contract for each group of items allotted

to him, on payment of the requisite charges as may be directed by the competent authority. Also the successful Tenderer shall have to pay Stamp Duty on the contract agreement as per Government Directives

**TENDERER'S FULL SIGNATURE
WITH RUBBER STAMP**

Details of the Item Data:-

**Dy Ch E/CPD/68 /TDR / AEMEPT of 2013-2014
Bid No.: 7100022703**

Item Group No	Description of the Items	Quantity
Item A	Supply, Installation, Testing and Commissioning of High Pressure Sterilizers.	5 Nos.
A1	Import Supply	
A2	Local Supply	
Item B	<u>Comprehensive Maintenance Contract (CMC) of High Pressure Sterilizers</u>	
	1.Comprehensive Maintenance Contract (CMC) Ist year	5 Nos.
	2.Comprehensive Maintenance Contract (CMC)II nd year	5 Nos.
	3.Comprehensive Maintenance Contract (CMC)III rd year	5 Nos.
	4.Comprehensive Maintenance Contract (CMC)IV th year	5 Nos.
	5. Comprehensive Maintenance Contract (CMC)V th year	5 Nos.

ANNEXURE -1
Tender No. Dy Ch E/CPD/68/TDR /EE (M&E) of 2013-2014
Bid No.: 7100022703

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

Following information to be submitted along with tenders (in Packet '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.
 - d. Address with Telephone Number of service centre in Mumbai.
- 5.Total annual turnover in the last Financial Year of tenderer.
- 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

ANNEXURE -2

Tender No. Dy.Ch.E/CPD/68/TDR /EE (M&E) of 2013-2014

Bid No.: 7100022703

Form of undertaking of Mandatory Conditions

(To be uploaded in Packet 'A')

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 Packet ' 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 contractor's balance bill, B.G. or EMD or any money due to the contractor from Brihan Mumbai Mahanagar Palika.

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 Annual/comprehensive maintenance contract at the cost quoted by the Tenderer whosoever be the distributors/dealers/agents on Annexure - attached at page No. 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 Packet '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.

ANNEXURE -3

Tender No. Dy.Ch.E/CPD/68/TDR /EE (M&E) of 2013-2014
Bid No.: 7100022703

Undertaking to be signed by the tenderer

(To be uploaded in Packet 'A')

Name of Equipment :

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.

No.	Full Name	Office Address	Residential Address	Signature
1.				
2.				
3.				
4.				

ANNEXURE -4
Tender No. Dy.Ch.E/CPD/68/TDR /EE (M&E) of 2013-2014
Bid No.: 7100022703

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. undertaking at Annexure - is submitted as a Commitment to provide necessary service as mentioned in tender.
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

Annexure - 5

Tender No. Dy.Ch.E/CPD/68/TDR /EE (M&E) of 2013-2014
Bid No.: 7100022703

(To be uploaded in Folder 'A')

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

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

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

In case, if the explanation submitted by me/us is unsatisfactory then action as stated above

including forfeiture of deposit & blacklisting may be taken against me/us.

**TENDERER'S FULL SIGNATURE
WITH FULL NAME & RUBBER STAMP**

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

ANNEXURE -6

Tender No. Dy.Ch.E/CPD/68/TDR /EE (M&E) of 2013-2014

Bid No.: 7100022703

PROFORMA FOR Encoding of the Envelope for DD/BG/SD of EMD

Demand Draft / BG/SD

1. En Code No:
2. Bank Name:
3. Bank Branch Details:
4. DD / BG 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/BG/SD for EMD should be on letter head of the tenderer.

ANNEXURE -7
Tender No. Dy.Ch.E/CPD/68/TDR /EE (M&E) of 2013-2014
Bid No.: 7100022703

(Technical Offer)

(To be upload in Packet 'B')

Due On : _____
Name of the Equipment: _____

Item Group No	Description of the Items	Quantity
Item A	Supply, Installation, Testing and Commissioning of High Pressure Sterilizer as per tender conditions.	5 Nos.
Make		
Model		

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

Note: Price should NOT be quoted in this Annexure

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE -8 NOT APPLICABLE
Dy Ch E/CPD/68/TDR / EE M&E of 2013-2014
BID No.: 7100022703

ANNEXURE -9
Tender No. Dy.Ch.E/CPD/68/TDR /EE (M&E) of 2013-2014
Bid No.: 7100022703

(Technical Offer)

(To be uploaded in Folder 'B')

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

Item Group No	Items Description in Commercial Bid	Description of the Items	Quantity
Item C	High pressure Sterilizer		
1.	Consumable -1		01 No.
2.	Consumable -2		01 No.
3	Consumable -3		01 No.
4	Consumable -4		01 No.
5	Consumable -5		01 No.
6	Consumable -6		01 No.
7	Consumable -7		01 No.

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE -10
Tender No. Dy.Ch.E/CPD/68/TDR /EE (M&E) of 2013-2014
Bid No.: 7100022703

(To be uploaded in Packet B)

COMPARISION OF TENDER SPECIFICATION V/S EQUIPMENT SPECIFICATION
Tenderer should submit information in the following proforma

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>) MAKE: MODEL:
To be entered by the tenderer.	To be entered by the tenderer.

Full Signature of the tenderer with
Official Seal & Address

ANNEXURE - 11
Tender No. Dy.Ch.E/CPD/68/TDR /EE (M&E) of 2013-2014
Bid No.: 710022703

(To be uploaded in Packet B)

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 shall be uploaded during the submission of Tender.

ANNEXURE -12
Tender No. Dy.Ch.E/CPD/68/TDR /EE (M&E) of 2013-2014
Bid No.: 7100022703

(To be uploaded in Packet B)

EXPERIENCE CERTIFICATE

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

Experience 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 certificate

NOTE : Experience Certificate should be in the name of Bidder **or** Manufacturer. Scanned copies shall be uploaded in the Packet “B”.

PROFORMA FOR Statement of experience Certificate
(For the period of last five years)

Tender No. Dy.Ch.E/CPD/68/TDR /EE (M&E) of 2013-2014
Bid No.: 710022703

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 of 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.If at any time, information furnished is proved to be false or incorrect, the Earnest Money furnished will be forfeited.

Note:- Experience Certificate should be in a name of the bidder or manufacturer.

ANNEXURE -13

Tender No. Dy.Ch.E/CPD/68/TDR /EE (M&E) of 2013-2014
Bid No.: 7100022703

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

No. Date:

To,

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

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 hrs on my/our behalf.

Yours faithfully,

Signature of Bidder

Specimen Signature of representative

Note :- Photo ID of Representative is compulsory

Annexure – 14

Tender No. Dy.Ch.E/CPD/68/TDR /EE (M&E) of 2013-2014

Bid No.: 7100022703

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

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

The directions, decisions, certificates, orders and awards given and made on such reference as aforesaid of the Commissioner (which said direction, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Contractor and shall not be set aside on account of any technical or legal

defects therein or in the Contract, or on account of any formality, omission, delay or error of proceedings or on any ground or for any pretence, suggestion, charge insinuation of fraud, collusion and etc.

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

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

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

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

16. Termination of the Contract

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

17. Return of the Contract

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

18. Banker's Guarantee

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

19. Partnership

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

20. Charges

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

21. Singular – Plural

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

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

23. Acknowledgement

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

24. Penalty

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

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

Two Thousand _____ in the presence of

1) _____

2) _____

S E A L

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

Witness _____

Municipal Secretary _____

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

Annexure – 15

Tender No. Dy.Ch.E/CPD/68/TDR /EE (M&E) of 2013-2014

Bid No.: 7100022703

2. 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.

4. 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 the 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 Travenkore
8. State Bank of Indore

(B) NATIONALIZED BANKS

9. Allahabad Bank
10. Andhra Bank
11. Bank of Baroda
12. Bank of India
13. Bank of Maharashtra
14. Central Bank of India
15. Dena Bank
16. Indian Bank

17. Indian Overseas Bank
18. Oriental Bank of commerce
19. Punjab National Bank
20. Punjab & Sind Bank
21. Syndicate Bank
22. Union Bank of India
23. United Bank of India
24. UCO Bank
25. Vijaya Bank
26. Corporation Bank
27. Canara Bank

(C) SCHEDULED COMMERCIAL BANKS

28. Bank of Madura Ltd.
29. Bank of Rajasthan Ltd.
30. Banaras State Bank Ltd.
31. Bharat Overseas Bank Ltd.
32. Catholic Syrian Bank Ltd.
33. City Union Bank Ltd.
34. Development Credit Bank
35. Dhanalakshmi Bank Ltd.
36. Federal Bank Ltd
37. Indus ind Bank Ltd.
38. I.C.I.C.I. Banking Corporation Ltd.
39. Global Trust Bank Ltd.
40. Jammu & Kashmir Bank Ltd.
41. Karnataka Bank Ltd.

42. Karur Vysya Bank Ltd.
43. Laxmi Vilas Bank Ltd
44. Nedungadi Bank Ltd
45. Ratnakar Bank ltd.
46. Sangli Bank Ltd.
47. South Indian Bank Ltd.
48. S.B.I. Commercial & Int. Bank Ltd.
49. Tamil land Mercantile Bank Ltd.
50. United Western Bank Ltd.
51. Vysya Bank Ltd.
52. Axis Bank
53. Kotak Mahindra Bank Ltd

(D) SCHEDULED URBAN CO-OP BANKS

54. Abhyudaya Co-Op. Bank Ltd.
55. Bassein Catholic Co-Op. Bank Ltd
56. Bharat Co-Op. Bank Ltd.
57. Bombay Mercantile Co-Op. Bank Ltd.
58. Cosmos Co-Op. Bank Ltd.
59. Greater Mumbai Co-Op. Bank Ltd.
60. Janata Sahakari Bank Ltd.
61. The Mumbai District Central Co-Op. Bank Ltd.
62. The Maharashtra State Co-Op. Bank
63. New India Co-Op. Bank Ltd.
64. North Canara G.S.B. Co-Op. Bank Ltd.
65. Rupee Co-Op. Bank Ltd.
66. Sangli Urban Co-Op. Bank Ltd.
67. Saraswat Co-Op. Bank Ltd.

68. Shamrao Vitthal Co-Op. Bank Ltd.
69. Mahangar Co-Op. Bank Ltd.
70. Citizen Bank Ltd.
71. Yes Bank
72. Punjab and Maharashtra Co-Op Bank Ltd
73. Thane Janata Sahakari Bank Ltd
(E) FOREIGN BANKS
74. ABN AMRO BANK N.V.
75. American Express Bank Ltd.
76. ANZ Grindlays Bank
77. Bank of America NT & SA
78. Bank of Tokyo Ltd.
79. Banque Indosuez
80. Banque National De Paris
81. Barclays Bank
82. Citi Bank N.A.
83. Hongkong & Shanghai Banking Corporation Ltd.
84. Mitsui Taiyokbe Bank Ltd.
85. Standard Chartered Bank
86. CHO-Hung Bank
87. HDFC Bank
88. IDBI Bank

ANNEXURE – 16

**Tender No. Dy.Ch.E/CPD/68/TDR /EE (M&E) of 2013-2014
Bid No.: 7100022703**

**BANKERS GUARANTEE IN LIEU OF TENDER / EARNEST MONEY DEPOSIT
FOR SUPPLY OF MATERIALS / GOODS**

THIS INDENTURE made this-----day of -----20-----

BETWEEN

THE-----BANK incorporated under the English / Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as ‘ the bank ‘ which expression shall be deemed to include its successors and assigns) of the **FIRST PART** -----

inhabitants carrying on business at -----
-----in Mumbai under the style and Name of Messers-----
----- (hereinafter referred to as ‘ the contractor (s)’ of the **SECOND PART**.

Shri -----THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as ‘ the Commissioner’ which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the **THIRD PART**

AND

THE MUNICIPAL CORPORATION OF GREATER MUMBAI (hereinafter referred to as ‘ the Corporation ‘) of the **FOURTH PART**.

WHEREAS the contractor (s) has / have submitted to the Commissioner tender for the supply of -----of-----
----- department, having tender No.-----, BID No.-----
-----tender amount Rs.----- and the terms of such tender / contract require that the contractor (s) shall deposit with the Commissioner Bankers Guarantee as earnest money deposit and / or the security deposit for a

sum of Rs.------(Rupees-----
--).

AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the contractor (s) will provide that such deposit shall remain with the Commissioner and will be appropriated by the Commissioner towards the Security Deposit to be taken under the contract and be redeemable by the contractor (s) if, (her / they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against him / them thereunder.

AND WHEREAS the contractor (s) is/ are constituent (s) of the Bank and in order to facilitate the keeping of the account of the contractor (s), the Bank with the consent and concurrence of the contractor(s) has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractor (s) depositing with the Commissioner, the said sum, as earnest money and/ or the security as aforesaid.

AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking.

NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractor(s) (hereby testified) undertakes with the Commissioner to pay to the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs.------(Rupees-----
-----) under the terms of the said tender and / or the contract. The Bankers Guarantee is valid upto ----- “Not withstanding anything what has been stated above, our liability under this guarantee, is restricted to Rs.-----only and guarantee shall remain in force upto -----, unless the demand or claim under this guarantee is made on us in writing on or before-----, all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”.

INWITNESS WHEREOF

WITNESS (1) -----

Name and address -----

WITNESS (2) -----

Name and address -----

----- the duly

constituted

Attorney

Manager

The Bank and the said Messrs-----

----- (Name of the Bank)

WITNESS (1) -----

Name and address -----

WITNESS (2) -----

Name and address -----

----- for Messrs-----

(Name of the contractor)

Have here into set their respective hands the day and year first above written

ANNEXURE – 17

**Tender No. Dy.Ch.E/CPD/ 68/TDR /EE (M&E) of 2013-2014
Bid No.: 710022703**

FORM OF INTEGRITY PACT

NOT APPLICABLE

ANNEXURE – 18
Tender No. Dy.Ch.E/CPD/68/TDR /EE (M&E) of 2013-2014
Bid No.: 7100022703

GRIEVANCE REDRESSAL MECHANISM

Procuring Entity, M.C.G.M. has formed a Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, may within a period of 7 days or any such other period, as may be specified in the pre-qualification document, bidder registration document or bidding documents make an application for review of such decision or action to procuring entity [Director (M.E.&M.H.) for medical tenders, Director (E.S.&P.) and/or concerned D.M.C. for Engineering Department, concerned D.M.C. for the other tenders]. While making such an application for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

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

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

M.C.G.M. shall deal and dispose off such application as expeditiously as possible and in any case within 10 days from the date of receipt of such application or such other period as may

be specified in pre-qualification document, bidder registration document or bid documents, as the case may be.

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

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

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

No application shall be maintainable before the Procuring Committee in regard of any decision of the M.C.G.M. relating to following issues:

10. Determination of need of procurement
11. The decision of whether or not to enter into negotiations.
12. Cancellation of a procurement process for certain reasons.

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

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

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

Full Signature of the tenderer with
Official Seal and Address

MUNICIPAL CORPORATION OF GREATER MUMBAI
CENTRAL PURCHASE DEPARTMENT

566, N. M. JOSHI MARG, BYCULLA (WEST), MUMBAI -400 011.

This is e-Tender

Subject: - Supply, Installation, Testing and Commissioning of Arthroscope Set along with Standard Accessories and CMC for MCGM Hospitals

Tender Documents

Tender No. Dy Ch E/CPD/69/TDR /EE(M&E) of 2013-2014 Sub:- Supply, Installation, Testing and Commissioning of Arthroscope Set along with Standard Accessories and CMC for MCGM Hospitals Bid No.: 7100025191	Due on: 02/01/2014 At 16:00 hrs
Earnest Money Deposit (EMD): - Rs.:- 3,36,000/-	

Item No	Description:
Item :- A	<p style="text-align:center"><u>PRODUCT TECHNICAL DESCRIPTION</u></p> <p>A. <u>1/3” Single CDD camera system: consisting of</u> : Qty –1 set</p> <ol style="list-style-type: none">1. Control unit2. Camera Head3. C Mount coupler 18 – 25F as requested by end user<ol style="list-style-type: none">a. Sensor: CCD 1/3”b. Resolution: 752 x 582c. Defintion: 470 – 500 Linesd. Sensitivity: 1.5 – 2 Luxe. Single / Noise Ratio: 52dBf. Electronic shutter: Automatic (1/50 to 1/10000)g. White Balance, Automatich. Output: Composite & S- Videoi. USB Output for Capturing imagesj. Power: 230V; 50Hz <p>B. <u>Medical grade 19” Monitor:</u> Qty – 1 set</p> <ol style="list-style-type: none">1. Coloured 19” Flat panel LCD Monitor, Medical Grade2. PAL system compatible3. Composite, S – video & DVI input <p>C. <u>175 – 180Watts Xenon Light Source / LED Light Source (Local make):</u> : 1 each</p> <ol style="list-style-type: none"><u>1. Ergonomic Compact Design Light Source body</u>

- 2. Illumination should be electronically control**
- 3. Lamp hour meter**
- 4. Power: 100 – 240 VAC, 50 / 60 Hz**
- 4mm x 2500mm Fiberoptic cable :1 pc**

D. Telescopes:

Should be completely Autoclavable, Sapphire Tip, made out of stainless Steel, Fiberoptic light guide transmission incorporated, field of vision 105 Degree, Adaptable to multiple design fiberoptic cables.

- 1. 4mm 30 degree Arthroscope, Length: 140 - 165mm : 1 pc**

E: Instruments & Accessories:

- 1. 5.8 Arthroscope sheath with rotating two stopcocks : 1 pc**
- 2. Blunt Obturator to fit above Sheath : 1 pc**
- 3. 3.0mm Hook Probe : 1 pc**
- 4. 3.2 – 3.4mm straight Big Bite Punch : 1 pc**
- 5. 3.2 – 3.4mm Curved Biter Punch : 1 pc**
- 6. Back Biter Punch : 1 pc**
- 7. Rotary / Basket Punch left & Right : 1 pc**
- 8. Hook Scissor : 1 pc**
- 9. Meniscus / soft Tissue Grasper with Ratchet : 1 pc**

F: SHAVER SYSTEM: : 1 set

- a) **Electric Controller - : 1 pc**

It should have:

- 1. Should have touch screen display control for incorporating Multifunction into systems.**
- 2. Should have interactive icons represents system components and functions.**
- 3. Outputs should represent in digital figures.**
- 4. Weight should be under 8 ~ 10 Kg, supply 220 – 240V only 50 – 60 Hz.**
- 5. Should be able to identify different hand pieces with display on console.**
- 6. Should have function of controlling brightness, contrast and Alarm volumes on the console.**

7. Should be programmable as per surgeon preference.
8. Inbuilt irrigation pump, with flow rate control on foot switch.

b) Footswitch - : 1 pc

It should have:

1. Should have fully programmable footswitch as user need.
2. User should be able to control following functions via Footswitch.
3. Forward.
4. Reverse.
5. Oscillation.
6. Switch over between different hand units attached.
7. Increase or decrease speed.
8. Increase decrease water flow rate.

c) Shaver Hand Piece for Knee / Shoulder / Hip - : 1 pc

It should have:

1. DC brushless motor for low maintenance
2. Rotational speed ranging from 500 ~ 8000 / 12,000 rpm (min) with variable, Non – Variable run mode.
3. Straight suction channel control on the hand piece.
4. Selection of rotation (Clock wise anti, clock wise and oscillation)
5. Adjustable oscillating rate upto 5 level [1:1 ~ 5:5].
6. Sterilization through steam, ETO and Flash Autoclavable.

d) Small Joint Shaver Hand Piece – (Optional) : 1 pc

1. DC Brushless motor for low maintenance.
2. Straight suction channel control on hand piece.
3. Selection of rotation (Clock wise anti, clock wise and oscillation)
4. Sterilization through steam, ETO and Flash Autoclavable.

	<p><u>Note:</u> Increase same shaver hand piece can be used for both Arthroscope Shaver & small joint shaver, quote only for single unit & blades, if not provide separate shavers for both shoulder / knee & small joint shaver.</p> <p>e) <u>Blades:</u></p> <ol style="list-style-type: none"> 1. 4.0mm ~ 5.00mm Aggressive plus cutter / blade : 5 pc 2. 4.0mm~5.0mm Resector cutter / blade : 5 pc 3. 4.0mm~5.0mm Hooded Bur : 5 pc 4. 2.5 mm~ 3.0mm small joint Aggressive cutter / blade : 5 pc 5. 2.5 mm ~ 3.0mm small joint full Radius cutter / blade : 5 pc
<p><u>GENERAL REQUIREMENTS</u></p>	<ol style="list-style-type: none"> 1) All the above equipments shall be new and manufactured from virgin materials. All the requirements of this supply shall be sourced from the original equipment manufacturer of the model quoted. In case the machine is imported one no import substitution is permitted neither before the award nor after the award for any part or accessory. “Third party inspection certificate should be applied from the port of origin of shipping of equipment (from the parent companies country of origin). 2) Equipment shall operate on 230 V, 50 Hz, and single-phase electric supply. The necessary protective relaying / circuitry shall be there with the machines. The mains supply voltage variation may be max.±15% and frequency variation max.±3 %. 3) The equipments shall have valid CE mark / US FDA approval and documentary evidence to that effect shall be uploaded. 4) The equipments shall be having warranty of three years as described in the tender document elsewhere. The warranty and CMC shall cover the list of the spare parts and the rate of which valid for total 8 years (warranty 3 years and CMC 5 years) irrespective of whether those are treated as consumables or otherwise. 5) The equipments should be provided with one hard copy in original of the detailed service manual and operation manual. Further, a soft copy is also required. 6) The equipment must be tropicalized as below: <ul style="list-style-type: none"> Operating room temperature : upto 40° C Storage room temperature : upto 55° C Relative Humidity : upto 90% Non-condensing

	<p>7) Among the other things, the responsiveness of the bid will be based on successful demonstration of the offered model of the equipments to MCGM officials as mentioned elsewhere in the tender specifications.</p> <p>8) The bidder has to submit users list with address & contact telephone number/s.</p> <p>9) Prospective tenderers should have a full-fledged and well-established service centre in Mumbai with engineers qualified in servicing of Arthroscope Set. Please provide details of the same in Annexure - 1.</p> <p>10) Training to Medico Electronics Cell Engineers from servicing point of view and to User department from operating point of view.</p>
Item : B	<p><u>Comprehensive Maintenance Contract (CMC) (For 6 Nos. Arthroscope Set with accessories per year)</u></p> <p>1) After the comprehensive warranty period is over, five years Comprehensive Maintenance Contract (CMC) will have to be entered into with the terms and conditions mentioned in the tender documents during execution of work contract for the period of 8 years.</p> <p>2)The successful bidder has to ensure that all the required spares and services are available during the period of CMC and 2 years after that period.</p>
Warranty period	The equipments shall be having comprehensive warranty of three years as described in the tender document.

SPECIAL NOTE:

Tenderers are requested to go through the e-Tender guidelines on MCGM portal (<http://mcgm.gov.in>) under Tenders section. All interested vendors, whether already registered or not registered with MCGM, are mandated to get registered with MCGM for e-Tendering process and login Credentials to participate in the Online bidding process on the above-mentioned portal under “e-Procurement” For registration, enrollment for digital signature certificates & user manual, please refer to respective links provided in e-Tendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA’s) licensed by the Controller of Certifying Authorities namely Safescrypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e Mudhra.

1) SPECIAL DIRECTIVES TO THE TENDERERS	<ul style="list-style-type: none"> 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.
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	<ul style="list-style-type: none"> • The bidder/manufacturer shall have adequate experience of successful supply, installation, commissioning & repairs & maintenance of Arthroscope Set during last five years from due date of the tender Experience Certificate shall be uploaded during the submission of the tender (Annexure – 12) • The average annual turnover of the bidder during last three financial years shall be minimum Rs. 58,80,000/- Evidence in the form of certificate issued by Auditor of firm/ Chartered Accountant shall be uploaded during the submission of the tender (PACKET A) 																				
2. VALIDITY	Every tender shall remain open for acceptance for a minimum period of 180 days from the date of opening of tender. Tenders specifying validity less than 180 days shall be rejected outright.																				
3. SOLVANCY CERTIFICATE	The tenderer should upload solvency certificate for minimum of Rs. 20 Lacs from the Nationalized/ Scheduled/ Foreign Bank. The issue date should not be more than 6 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.																				
4 Payment of EMD	<p>The tenderer shall have to pay EMD Rs:-3,36,000/-. (For deposition of DD/BG/SD refer Tender documents for Procurement of Medical Equipments along with Comprehensive/Annual Maintenance Contract)</p> <p>EMD will be accepted either in the form of Demand Draft (DD) or Bank Guarantee (B.G.). The format of the B.G. is to be uploaded in the system as per Annexure 12 in PACKET A. The B.G. shall be valid for 6 month from end date of the tender. The venders having standing deposit with MCGM are exempted from paying EMD. The Scanned copy of valid standing deposit receipt shall be uploaded in PACKET A.</p> <p>The Scan copy of valid Standing Deposit receipts shall uploaded in Packet "A". Exemption from payment of EMD against Standing Deposit certificate applicable for tender amount are as follows:</p> <table border="1" data-bbox="610 1444 1463 1675"> <thead> <tr> <th>Sr no</th> <th>Class</th> <th>Estimated amount of the tender (Lacs)</th> <th>Standing Deposit in Lacs</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>A</td> <td>Without Limit</td> <td>7.5</td> </tr> <tr> <td>2</td> <td>B</td> <td>300</td> <td>5.0</td> </tr> <tr> <td>3</td> <td>C</td> <td>200</td> <td>3.0</td> </tr> <tr> <td>4</td> <td>D</td> <td>100</td> <td>1.5</td> </tr> </tbody> </table> <p>The Tenderer registered in MCGM with standing Deposit stated in class B, C & D mentioned above can also participate in this tender by paying the requisite difference between EMD of the tender and standing deposit paid by them. The confirmation of bank guarantee will be obtained from the bank issuing the same and if found Bogus/Forged, the penal action like criminal</p>	Sr no	Class	Estimated amount of the tender (Lacs)	Standing Deposit in Lacs	1	A	Without Limit	7.5	2	B	300	5.0	3	C	200	3.0	4	D	100	1.5
Sr no	Class	Estimated amount of the tender (Lacs)	Standing Deposit in Lacs																		
1	A	Without Limit	7.5																		
2	B	300	5.0																		
3	C	200	3.0																		
4	D	100	1.5																		

	prosecution including Black listing etc will be initiated. For deposition of DD/BG refer Tender documents for Procurement of Medical Equipments alongwith Comprehensive/Annual Maintenance Contract). The D.D. should be drawn in favor of 'Municipal Corporation Of Greater Mumbai' payable at Mumbai.
5. ORDER DETAIL	The user department will place orders.
6 DELIVERY	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.
7 Affidavit for condition No 13 & Best Rate	The tenderer has to upload an Affidavit in terms of condition No 13 of Articles of Agreement and Best Rate (Annexure-5)
8.	Local Indian (branded) external monitors/cameras/computers and external cables of ISI mark other than that of used for machine shall be allowed instead of original equipment manufacturer of the model quoted.
9	<p>Note :- 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 – 8/9)</p> <p>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. However if the value of foreign currencies at the time of supply of consumable items w.r.t. Indian Rupees increases by 25% than on the date of opening of commercial bid in such cases, difference in excess of 25% would be paid to bidder. The rate quoted for consumables to be freezed for 8 years shall not be considered for evaluation and also MCGM is not binding to accept the rates quoted for consumables.</p> <p>Bidders should upload the details in the Packet 'B' regarding the accessories to be imported directly and locally. The payment of main machine will be paid in foreign currency as per tender condition. Local accessories will be paid in Indian rupees.</p> <p>The price quoted should be in one currency for all the items quoted i.e. Equipment, Accessories, CMC/AMC, Turnkey Projects if any etc. failing to which tenders will be rejected. While quoting the prices in Indian rupees and local supply in foreign currency it must be inclusive of all the taxes like VAT, Octroi, C.S.T., Service Tax etc. In case of import supply (where LC is</p>

	<p>required to be opened by MCGM) taxes such as custom duty, Stamp duty etc will be paid by MCGM. However same will be taken into consideration for evaluation and price comparisons along with AMC/CMC/Indian items/turnkey work/cost per test (if any) etc.</p> <p>In case of items quoted for local supply, CMC/AMC, turnkey projects, cost per test (if any) in foreign currency, the conversion rate of the foreign currency will be as per the exchange rate on the date of 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/ local supply/ AMC/ CMC /cost per test (if any) 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.</p>
<p>10. Integrity Pact</p>	<p>The bidder must upload in Packet ‘A’, the agreement of integrity pact as per attached annexure-17 duly signed and stamped on Rs.100/- stamp paper duly notarized and shall submit the original copy of the same in the sealed envelope for E.M.D. to be submitted prior to the due date of the tender. The information regarding encoding (i.e. Annexure VI) shall be kept in the same envelope as per profoma given and it should be uploaded during submission of tender in packet ‘A’. Only Encode No. and Tender No. shall be mentioned on envelope.</p> <p>If the document is not submitted and uploaded as per procedure mentioned above, the tender shall be treated as Non- Responsive.</p>
<p>11.Grievance Redressal Mechanism</p>	<p>For the Redressal of Grievances, the Grievance Redressal Committee has been formed under the Chairmanship of Shri. Rebello, Retired High Court Justice. The details of ‘Grievance Redressal Mechanism’ is given in Annexure 18.</p>

Documents to be uploaded in FOLDER “A” and FOLDER “B” as per the order given below.

Sr No	FOLDER “ A ” Description of Document	Sr No	FOLDER “ B ” Description of Document
1	Particulars of the Tenderer (Annexure - 1)	1	Technical Offer (Basic equipment + Standard Accessories) Annexure -7
2	Form of undertaking of Mandatory Conditions (Annexure - 2)	2	Consumables recommended by tenderer Annexure-9
3	Undertaking to be signed by the Tenderer (Annexure -3)	3	Comparisons of tender specification v/s equipment specification (Annexure -10)
4	Declaration by the tenderer regarding eligibility and acceptance of terms and conditions of the tender documents (Annexure - 4)	4	Manufacturing Authorization (Annexure -11)
5	Affidavit for condition No 13 & Best Rate as per the format (Annexure -5)	5	Experience certificate (Annexure-12)
6	Proforma for encoding of the envelope of DD/BG/SD for the payment of EMD (Annexure - 6)	6	CE mark or US FDA approval. with documentary evidence
7	Instructions to the tenderer and Articles of Agreement duly signed (Annexure-14)	7	If import then copy of Valid Import License issued by competent authority in the name of manufacturer / 100% Subsidiary or Importer / Authorized Distributors
8	Signed copy of Tender Document	8	Tenderer shall have to state Local Brands/supply for External Monitor/ Cameras/Computers/ external cable,accessories etc as applicable.
9	Firm/Company/Sanstha Registration Certificates	9	Brochure for quoted model.
10	Solvency Certificate		
11	VAT and CST Registration Certificate as applicable		
12	Pan Card with Photograph		
13	Scan copy of DD/SD/BG (As per Annexure-16) for payment of EMD		
14	C.A.'s certificate for turnover of the tenderer		
15	Valid Registration Certificate under ESIC Act 1948. OR Declaration on Rs. 100/- stamp paper if registration under ESIC Act not applicable.		
16	Valid Registration Certificate under EPF & M Act 1952 if 20 or more		

	workers are on the establishment of Tenderer. OR Declaration on Rs.100/- stamp paper if registration under EPF & M Act 1952 is not applicable in case of workers less than 20 in the establishment.		
17	Form of Integrity Pact (Annexure 17)		
18	Grievance Redressal Mechanism (Annexure 18)		

Note :- ALL THE ABOVE MANDATORY CONDITIONS SHOULD BE STRICTLY ADHERED TO FAILING WHICH THE TENDER WILL BE TREATED AS NON-RESPONSIVE AND NO CORRESPONDENCE WILL BE ENTERTAINED IN THE MATTER.

Tenderer's pertinent attention is being drawn to additional special instructions to the Tenderers as follows:

1. The mandatory documents which are uploaded with bid original of which, if called, shall be produced for verification and if required MCGM may ask any clarification /Documents / Additional Documents from the tenderer during the tender process However the short documents of Packet A and Packet B will be accepted by imposing penalty of Rs.1000/document.

If the bidder fails to submit the requisite documents within three days from the intimation of this office further period of three days will be granted for submission of documents and if bidder still fails to submit the document within this period he will be treated as **non-responsive** and 5% of the EMD will be forfeited.

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.

2. **The documents 'Instructions to vendors' and the 'Articles of Agreement of PROCUREMENT OF MEDICAL EQUIPMENTS ALONG WITH COMPREHENSIVE/ANNUAL MAINTENANCE CONTRACT'** which are available in e Tendering section of MCGM portal shall be made a part of this tender document. All the tenderer are requested to down load and upload the "Articles of Agreement of Medical Equipments' available at MCGM portal. This is as per the mandatory condition mentioned in the tender.

3. Tenderer shall note that if the condition in " Instructions " and "Articles of Agreement PROCUREMENT OF MEDICAL EQUIPMENTS ALONG WITH COMPREHENSIVE/ANNUAL MAINTENANCE CONTRACT" are in variance with the condition contained in the Schedule of specifications and mandatory conditions document ,the condition of the Schedule of specifications and mandatory conditions shall prevail.

4. **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.

Execution of Written Contract:

Every successful tenderer shall execute separate written contract for each group of items allotted to him, on payment of the requisite charges as may be directed by the competent authority. Also the successful Tenderer shall have to pay Stamp Duty on the contract agreement as per Government Directives

**TENDERER'S FULL SIGNATURE
WITH RUBBER STAMP**

Details of the Item Data:-

Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014

Item Group No	Description of the Items	Quantity
Item A	Supply Installation and Commissioning of <u>Arthroscope Set</u>	6 Nos.
A1	Import Supply	
A2	Local Supply	
Item B	<u>Comprehensive Maintenance Contract (CMC) (Arthroscope Set)</u>	
	1. Comprehensive Maintenance Contract (CMC) I year	6 Nos.
	2. Comprehensive Maintenance Contract (CMC) II year	6 Nos.
	3. Comprehensive Maintenance Contract (CMC) III year	6 NoS.
	4. Comprehensive Maintenance Contract (CMC) IV year	6 Nos
	5. Comprehensive Maintenance Contract (CMC) V year	6 Nos.

ANNEXURE -1
Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014
Bid No.7100025191

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

Following information to be submitted along with tenders (in Packet '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.
 - d. Address with Telephone Number of service centre in Mumbai.
- 5.Total annual turnover in the last Financial Year of tenderer.
- 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**

ANNEXURE -2

Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014

Bid No.7100025191

Form of undertaking of Mandatory Conditions

(To be uploaded in Packet 'A')

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 Packet ' 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 Brihan Mumbai Mahanagar Palika.

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 Annual/comprehensive maintenance contract at the cost quoted by the Tenderer whosoever be the distributors/dealers/agents on Annexure - attached at page No. 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 Packet '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.

ANNEXURE -3

**Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014
Bid No.7100025191**

Undertaking to be signed by the tenderer

(To be uploaded in Packet 'A')

Name of Equipment:

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.

No.	Full Name	Office Address	Residential Address	Signature
1.				
2.				
3.				

4.				
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ANNEXURE -4

**Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014
Bid No.7100025191**

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. undertaking at Annexure - is submitted as a Commitment to provide necessary service as mentioned in tender.
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

Annexure - 5

Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014

Bid No.7100025191

(To be uploaded in Folder 'A')

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

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

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

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

**TENDERER'S FULL SIGNATURE
WITH FULL NAME & RUBBER STAMP**

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

ANNEXURE -6

**Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014
Bid No.7100025191**

PROFORMA FOR Encoding of the Envelope for DD/BG/SD of EMD

Demand Draft / BG/SD

1. En Code No:
2. Bank Name:
3. Bank Branch Details:
4. DD / BG 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/BG/SD for EMD
should be on letter head of the tenderer.**

ANNEXURE -7
Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014
Bid No.7100025191

(Technical Offer)

(To be upload in Packet 'B')

Due On : _____
Name of the Equipment: _____

Item Group No	Description of the Items	Quantity
Item A	Supply, Installation, Testing and Commissioning of <u>Arthroscope Set</u>	06 Nos.
Make		
Model		

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

Note: Price should NOT be quoted in this Annexure

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE -8
Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014
Bid No.7100025191
(Technical Offer)

(To be uploaded in Folder 'B')

ANNEXURE -9

**Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014
Bid No.7100025191**

(Technical Offer)

(To be uploaded in Folder 'B')

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

Item Group No	Items Description in Commercial Bid	Description of the Items	Quantity
Item C	Arthroscope Set		
1	Consumable 1		01 No.
2	Consumable 2		01 No.
3	Consumable 3		01 No.
4	Consumable 4		01 No.
5	Consumable 5		01 No.
6	Consumable 6		01 No.

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE -10
Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014
Bid No.7100025191

(To be uploaded in Packet B)

COMPARISION OF TENDER SPECIFICATION V/S EQUIPMENT SPECIFICATION

Tenderer should submit information in the following proforma

Item-A

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>) MAKE: MODEL:
To be entered by the tenderer.	To be entered by the tenderer.

Full Signature of the tenderer with
Official Seal & Address

ANNEXURE - 11
Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014
Bid No.7100025191
(To be uploaded in Packet B)

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 shall be uploaded during the submission of Tender.

ANNEXURE -12
Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014
Bid No.7100025191
(To be uploaded in Packet B)

EXPERIENCE CERTIFICATE

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

Experience 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 certificate

NOTE : Experience Certificate should be in the name of Bidder **or** Manufacturer. Scanned copies shall be uploaded in the Packet “B”.

PROFORMA FOR Statement of experience Certificate
 (For the period of last five years)
Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014
Bid No.7100025191

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 of 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.If at any time, information furnished is proved to be false or incorrect, the Earnest Money furnished fill be forfeited.

Note:- Experience Certificate should be in a name of the bidder **or** manufacturer.

ANNEXURE -13

Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014

Bid No.7100025191

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

No. Date:

To,

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

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 hrs on my/our behalf.

Yours faithfully,

Signature of Bidder

Specimen Signature of representative

Note :- Photo ID of Representative is compulsory

Annexure – 14

Tender No. Dy Ch E/CPD/69/TDR/EE (M&E) of 2013-2014

Bid No.7100025191

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 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 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 'Packet 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 'Packet 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 _____ Two Thousand _____ in the presence of
1) _____
2) _____

S E A L

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

Witness _____

Municipal Secretary _____

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

Annexure – 15

Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014

Bid No.7100025191

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.

5. 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 the 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 Travenkore
8. State Bank of Indore

(B) NATIONALIZED BANKS

9. Allahabad Bank
10. Andhra Bank
11. Bank of Baroda
12. Bank of India
13. Bank of Maharashtra
14. Central Bank of India
15. Dena Bank
16. Indian Bank
17. Indian Overseas Bank

18. Oriental Bank of commerce
19. Punjab National Bank
20. Punjab & Sind Bank
21. Syndicate Bank
22. Union Bank of India
23. United Bank of India
24. UCO Bank
25. Vijaya Bank
26. Corporation Bank
27. Canara Bank

(C) SCHEDULED COMMERCIAL BANKS

28. Bank of Madura Ltd.
29. Bank of Rajasthan Ltd.
30. Banaras State Bank Ltd.
31. Bharat Overseas Bank Ltd.
32. Catholic Syrian Bank Ltd.
33. City Union Bank Ltd.
34. Development Credit Bank
35. Dhanalakshmi Bank Ltd.
36. Federal Bank Ltd
37. Indus ind Bank Ltd.
38. I.C.I.C.I. Banking Corporation Ltd.
39. Global Trust Bank Ltd.
40. Jammu & Kashmir Bank Ltd.
41. Karnataka Bank Ltd.
42. Karur Vysya Bank Ltd.

43. Laxmi Vilas Bank Ltd
44. Nedungadi Bank Ltd
45. Ratnakar Bank Ltd.
46. Sangli Bank Ltd.
47. South Indian Bank Ltd.
48. S.B.I. Commercial & Int. Bank Ltd.
49. Tamil land Mercantile Bank Ltd.
50. United Western Bank Ltd.
51. Vysya Bank Ltd.
52. Axis Bank
53. Kotak Mahindra Bank Ltd

(D) SCHEDULED URBAN CO-OP BANKS

54. Abhyudaya Co-Op. Bank Ltd.
55. Bassein Catholic Co-Op. Bank Ltd
56. Bharat Co-Op. Bank Ltd.
57. Bombay Mercantile Co-Op. Bank Ltd.
58. Cosmos Co-Op. Bank Ltd.
59. Greater Mumbai Co-Op. Bank Ltd.
60. Janata Sahakari Bank Ltd.
61. The Mumbai District Central Co-Op. Bank Ltd.
62. The Maharashtra State Co-Op. Bank
63. New India Co-Op. Bank Ltd.
64. North Canara G.S.B. Co-Op. Bank Ltd.
65. Rupee Co-Op. Bank Ltd.
66. Sangli Urban Co-Op. Bank Ltd.
67. Saraswat Co-Op. Bank Ltd.
68. Shamrao Vitthal Co-Op. Bank Ltd.

69. Mahangar Co-Op. Bank Ltd.
 70. Citizen Bank Ltd.
 71. Yes Bank
 72. Punjab and Maharashtra Co-Op Bank Ltd
 73. Thane Janata Sahakari Bank Ltd
- (E) FOREIGN BANKS
74. ABN AMRO BANK N.V.
 75. American Express Bank Ltd.
 76. ANZ Grindlays Bank
 77. Bank of America NT & SA
 78. Bank of Tokyo Ltd.
 79. Banque Indosuez
 80. Banque National De Paris
 81. Barclays Bank
 82. Citi Bank N.A.
 83. Hongkong & Shanghai Banking Corporation Ltd.
 84. Mitsui Taiyokbe Bank Ltd.
 85. Standard Chartered Bank
 86. CHO-Hung Bank
 87. HDFC Bank
 88. IDBI Bank

ANNEXURE – 16

Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014

Bid No.7100025191

**BANKERS GUARANTEE IN LIEU OF TENDER / EARNEST MONEY DEPOSIT
FOR SUPPLY OF MATERIALS / GOODS**

THIS INDENTURE made this-----day of -----20-----

BETWEEN

THE-----BANK incorporated under the English / Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as ‘ the bank ‘ which expression shall be deemed to include its successors and assigns) of the **FIRST PART** -----

inhabitants carrying on business at -----
-----in Mumbai under the style and Name of Messers-----
----- (hereinafter referred to as ‘ the contractor (s)’ of the **SECOND PART**.

Shri -----THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as ‘ the Commissioner’ which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the **THIRD PART**

AND

THE MUNICIPAL CORPORATION OF GREATER MUMBAI (hereinafter referred to as ‘ the Corporation ‘) of the **FOURTH PART**.

WHEREAS the contractor (s) has / have submitted to the Commissioner tender for the supply of -----of-----
----- department, having tender No.-----, BID No.-----
-----tender amount Rs.----- and the terms of such tender / contract require that the contractor (s) shall deposit with the Commissioner Bankers Guarantee as earnest money deposit and / or the security deposit for a

sum of Rs.------(Rupees-----
--).

AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the contractor (s) will provide that such deposit shall remain with the Commissioner and will be appropriated by the Commissioner towards the Security Deposit to be taken under the contract and be redeemable by the contractor (s) if, (her / they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against him / them thereunder.

AND WHEREAS the contractor (s) is/ are constituent (s) of the Bank and in order to facilitate the keeping of the account of the contractor (s), the Bank with the consent and concurrence of the contractor(s) has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractor (s) depositing with the Commissioner, the said sum, as earnest money and/ or the security as aforesaid.

AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking.

NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractor(s) (hereby testified) undertakes with the Commissioner to pay to the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs.------(Rupees-----
-----) under the terms of the said tender and / or the contract. The Bankers Guarantee is valid upto ----- “Not withstanding anything what has been stated above, our liability under this guarantee, is restricted to Rs.-----only and guarantee shall remain in force upto -----, unless the demand or claim under this guarantee is made on us in writing on or before-----, all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”.

INWITNESS WHEREOF

WITNESS (1) -----

Name and address -----

WITNESS (2) -----

Name and address -----

----- the duly

constituted

Attorney

Manager

The Bank and the said Messrs-----

----- (Name of the Bank)

WITNESS (1) -----

Name and address -----

WITNESS (2) -----

Name and address -----

----- for Messrs-----

(Name of the contractor)

Have here into set their respective hands the day and year first above written.

ANNEXURE – 17
Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014
Bid No.7100025191
FORM OF INTEGRITY PACT

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

WHEREAS THE MCGM invites for the -----

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

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

NOW, THEREFORE

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

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

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

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

1. COMMITMENTS OF THE M.C.G.M.

- 12.1 M.C.G.M. commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- 12.2 The M.C.G.M. undertakes that no employee of the MCGM, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 12.3 M.C.G.M. will during tender process treat all bidders with equity and reason. The M.C.G.M. before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 12.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the MCGM with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the MCGM and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the MCGM the proceedings under the contract would not be stalled.

13. COMMITMENTS OF THE BIDDERS / CONTRACTORS

- 13.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.
- 13.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process or to any MCGM person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 13.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with MCGM for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with MCGM.
- 13.4 The Bidders/ Contractors will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 13.5 The Bidders / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the bidders will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by MCGM as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 13.6 The Bidders/ Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian bidder shall disclose their foreign principals or associates.

- 13.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the MCGM.
- 13.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with MCGM.
- 13.9 The Bidder will promptly inform the Independent External Monitor (of M.C.G.M.) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in M.C.G.M.
- 13.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 13.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the M.C.G.M. or his relatives.
- 13.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.13 The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.
- 2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

14. PREVIOUS TRANSGRESSION

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

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

10. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

- 10.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 10.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the M.C.G.M. and M.C.G.M. shall not be required to assign any reasons therefore.
- 10.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 10.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 10.5 If any outstanding payment is due to the Bidder from M.C.G.M. in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 10.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by M.C.G.M. along with interest.

- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the M.C.G.M. resulting from such cancellation / rescission and the M.C.G.M. shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 5.8 Forfeiture of Performance Bond in case of a decision by the M.C.G.M. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 5.9 The decision of M.C.G.M. to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
- 5.10 The Bidder accepts and undertakes to respect and uphold the absolute right of MCGM to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 5.11 To debar the Bidders/ Contractors from participating in future bidding process of M.C.G.M. for a minimum period of three years.
- 5.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

11. **FALL CLAUSE**

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

12. EXTERNAL INDEPENDENT MONITOR / MONITORS

- 6.5 The M.C.G.M. appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 6.6 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.
- 6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.
- 6.6 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.
- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
- 6.6 The MCGM will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.15 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 6.16 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by M.C.G.M./ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- 6.17 The word "IEM" would include both singular and plural.

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

15. VALIDITY OF THE PACT

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

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

16. FACILITATION OF INVESTIGATION

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

17. MISCELLANEOUS

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

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

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

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

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

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

ANNEXURE – 18
Tender No. Dy Ch E/CPD/69/TDR /EE (M&E) of 2013-2014
Bid No.7100025191
GRIEVANCE REDRESSAL MECHANISM

Procuring Entity, M.C.G.M. has formed a Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, may within a period of 7 days or any such other period, as may be specified in the pre-qualification document, bidder registration document or bidding documents make an application for review of such decision or action to procuring entity [Director (M.E.&M.H.) for medical tenders, Director (E.S.&P.) and/or concerned D.M.C. for Engineering Department, concerned D.M.C. for the other tenders]. While making such an application for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

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

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

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

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

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

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

No application shall be maintainable before the Procuring Committee in regard of any decision of the M.C.G.M. relating to following issues:

15. Determination of need of procurement
16. The decision of whether or not to enter into negotiations.
17. Cancellation of a procurement process for certain reasons.

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

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

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

Full Signature of the tenderer with
Official Seal and Address

MUNICIPAL CORPORATION OF GREATER MUMBAI
CENTRAL PURCHASE DEPARTMENT

566, N. M. JOSHI MARG, BYCULLA (WEST), MUMBAI -400 011.

This is e-Tender

**Subject: - Supply, Installation, Testing and Commissioning of Operative Endoscope
along with Standard Accessories and CMC for Sion Hospital**

Tender Documents

Tender No. Dy Ch E/CPD/70/TDR /EE(M&E) of 2013-2014 Sub:- Supply, Installation, Testing and Commissioning of Operative Endoscope along with Standard Accessories and CMC for Sion Hospital Bid No.: 7100025193	Due on: 02/01/2014 At 16:00 hrs
Earnest Money Deposit (EMD): - Rs.:- 2,10,000/-	

Item No	Description:
Item :- A	<p style="text-align:center">Specification of Operative Endoscope</p> <p>1. Endoscope</p> <ol style="list-style-type: none">i. Scopes must autocleavable and must be provided with protective stainless steel casing sheath.ii. Scope must be compatible with HD Camera unit.iii. Scopes must have wide angle vision.iv. Fully Medical grade stainless steel body.v. Must have laser welded joints.vi. Triple tube design.vii. Sapphire tips at proximal and distal end.viii. Nitrogen filled optical system or any comparable feature to avoid interior condensation.ix. Excellent depth of focus. All Endoscopes are equipped with the fittings for all common light guides.x. Hysteroscope and laparoscope must be of same company.xi. Laparoscope:<ol style="list-style-type: none">i. 0 degreesii. Diameter 10 mm No fish eye. Resolution up to 155 line per/mm.

iii. Twice more contrast than standard laparoscope.

xii. Trocar (Pyramidal tip) and canula with trumpet valve of company same as that of the scope ensuring min or no gas leak with at least 50 washers.

xiii. Hysteroscope inclusive of at least 50 washers for operating channel.

i. 30 degrees

ii. Diameter 4 mm or appropriate for above sheath scope channel.

xiv. Hysteroscope sheath with inflow and outflow channels, scope channel, with additional operative channel of same company as scope.

xv. Fibre optic cable of the company providing the light source at least 3 m in length with appropriate adaptors to fit into the light source supplied. 2 fiber optic cables must be provided.

2. Camera

Specification for three Chip Endovision High Definition Camera:

1. The camera should be of the parent company of the endoscope only.

2. Three Chip High Definition color system PAL with standard accessories to be supplied (Power supply cable, DVI cables / Optic fibre cables, VGA cables, camera cables etc. as may be required at the time of installation of adequate length)

3. Camera head must have goal lens, a prism assembly and three sensors for acquiring the primary colors of the image.

4. Camera Head soakable and can be sterilized (ETO) and Autoclavable up to 134°C in addition.

5. Aspect Ratio 16:9.

6. Resolution : 1920 x 1080 lines (Horizontal x Vertical)

7. The temporal resolution may be the quantity of captured images expressed as frames per second (fps) and should have the 720p standard represents progressive scanning-capturing the whole frame as imaging is expected to be 60 times per second.

8. Min. Sensitivity : 3 lux (f.1.4)

9. Signal to noise ration > more than 60 dB (PAL)

10. Automatic Gain Control + 18 dB

11. Automatic white balance with memory function min 2

settings.

12. 2 programmable function keys on the camera head for control of camera functions, video printer/ video recorder functions and other peripheral units.
13. Automatic exposure control.
14. Built in character generator.
15. Integrated Par focal zoom lens.
16. Camera unit: Should be capable of capturing and processing video signals from the camera head for display about the monitor, as well as for transfer to existing recording and printing devices.
17. Camera unit must be capable of converting HD signal to SD signal or vice versa. Should be capable of accepting SD and HD input and should have at least 2 digital output (DVI interface) for SD and HD signal.

18. Video output: RGB Signal to BNC socket with 2 set of corresponding cables at least 3 m long or more as positioning of receiving unit.
19. Composite signal to BNC Socket with 2 set of corresponding cables at least 3 m long or more as positioning of receiving unit.
20. Y/C signal to S-VHS Socket (2 x) with 2 set of corresponding cables at least 3 m long or more as positioning of receiving unit.
21. Adaptable to operating microscope by means of a special quick adaptor (must be quoted separately in the commercial bid)

3. HD LCD Monitor

2 units to be supplied

1. Size of the monitor should not less than 24" along with necessary cables.
2. Monitor should have full HD, 1920 x 1080 resolutions.
3. It should have digital DVID input.
4. It should have other inputs like HD SDI, RGBS, composite, s-video etc.
5. All other on screen menu adjustments like gamma, colour,

contrast, brightness etc. should be provided.

6. It should have DICOM image compatibility.
7. Aspect ratio can be selectable 16:9 or 4:3, native resolution of 1920 x 1200 (WUXGA), luminance of 400 cd/m², contrast ratio of 700:1, no of colors 16.8 million, viewing angle of 178°, response of 10-16 ms, should have picture in picture function, video input should have DVI, HD-SDI, SDI, RGB, S-Video, Composite, Video output should have DVI, HD-SDI, SDI, RGB, S-Video, Composite.
8. Both the monitors are to be connected with suitable connectors / adaptors to camera unit and the monitor. 1 set of extra cable for the same must be provided along with the equipment.

4. Carbon di oxide insufflators

1. The insufflators should be of company supplying the laparoscope so as to ensure that there is minimal leakage during operations.
2. The Co₂ insufflators should be a digital one.
3. It should have an adjustable flow rate and should be capable of delivering maximum flow rate at least 30 l / min.
4. Noiseless operation of machine.
5. Built in self test, Occlusion test, Continuous monitoring of Safety Parameters.
6. Built in Warmer to avoid fogging of Telescope and prevent hypothermia.
7. Universal regulator to accept any size of Indian Co₂ pressure in Cylinder. 3 regulator valves to be supplied.
8. Auto blow off for excess Co₂ pressure in cylinder.
9. Built in Filter.
10. It should have digital LED display to display with feather touch switches.
11. Set flow rate, actual flow rate.
12. Set Intra abdominal Pressure and actual Intra abdominal Pressure.
13. Co₂ consumption.
14. Feather Touch Switch to adjust the setting on the Insufflators.
15. It should have the following accessories along with the

machine

Co2 Cylinder (6 kg capacity- 5 nos)

Silicon Tube @ 10 mtrs (2 sets)

Spanner etc.

5. LED Endoscopic Light Source

- i. It should be of parent company supplying the endoscope.
- ii. Cold Light without UV & IR with similar to like daylight.
- iii. It should Works with UPS.
- iv. Long Life LED 25,000 Hrs.
- v. Color temperature 5500° K.
- vi. Manual brightness must be adjustable from 0 to 100%
- vii. Should be Very light in weight & compact.
- viii. It should be provided with suitable adaptors for the endoscope.
- ix. 2 Fibre optic light cables, each of at least 3 meters, must be provided along with a suitable case to house the cables to prevent any damage to fibre optic channels. The cable must be of the same manufacturer as light source.

6. Electrosurgical Unit

Specification of Vessel Sealing System with inbuilt Electro Surgical Unit

- i. The Electrosurgical unit must have combined function of monopolar cutting and coagulation modes and bipolar cutting and coagulation modes and vessel sealing modes capable of functioning in normal saline medium.
- ii. The electrosurgical unit must be suitable for both conventional surgery and endoscopic surgical use.
- iii. Display should clearly indicate which program is currently being used (Monopolar, Bipolar, Cutting, coagulation), the set output power, the selected type of current, the selected switching system (hands or footswitch).
- iv. It should have a suitable led / lcd display to indicate.
 - a. The mode of operation selected.
 - b. Indicator for active device / mode selected.
 - c. Power output set.
 - d. The different types of current should be clearly

displayed.

- v. It should conduct a self test at the start of the operation.
- vi. It should display customized error codes for standard error messages.
- vii. It should have separate audio settings to indicate the modality of operation and separate audio alarm when the coagulation, desiccation is completed.
- viii. Should be capable of setting and changing HF parameter at any time.
- ix. Memory facility with at least 10 storage programs for customized settings.
- x. Should have features such a special currents for multispecialty surgeries having special currents for micro surgeries, underwater /underwater saline hysteroscopic surgery.
- xi. Should have vessel sealing feature for both open and Laparoscopic surgeries.
- xii. It should have 4 output features with individually set facility with audio video indications and the ability to increase or decrease the output incrementally by 1 watt :
 - a. Monopolar cutting > 300w
 - b. Monopolar coagulation > 120w
 - c. Bipolar cutting > 120w
 - d. Bipolar coagulation > 120w
 - e. Bipolar underwater saline feature software should be available.
- xiii. Monopolar cutting should offer the following modes :
 - a. Pure cut
 - b. Blend cut
 - c. Uro pure cut
 - d. Uro blend cut
 - e. Polyp cut and Papilla cut
 - f. Micro cut for Micro surgeries
- xiv. Monopolar coagulation should offer the following modes :
 - a. Contact coagulation
 - b. Forced coagulation
 - c. Uro coagulation

	<ul style="list-style-type: none"> d. Forced uro coagulation e. Spray f. Desiccation <p>xv. Bipolar cut should offer :</p> <ul style="list-style-type: none"> a. Pure cut b. Blend cut <p>xvi. Bipolar cut mode should be suitable for saline TCRE.</p> <p>xvii. Bipolar coagulation should offer with auto feedback.</p> <ul style="list-style-type: none"> a. Macro coagulation b. Micro coagulation c. Auto Macro coagulation d. Auto Micro coagulation e. Vessel seal for open surgery f. Vessel seal for Lap surgery (Should seal vessels of 5-7mm diameter) <p>xviii. The device should have vessel sealing facility software enabling to seal vessels or tissue bundle permanently and safely without damaging the adjacent tissues.</p> <p>xix. Should have software feature for Bipolar Resection which should be suitable to use with saline solution and suitable for hysteroscopic surgery and TCRE.</p> <p>xx. In case the unit is modular system then the fully upgraded system must be quoted.</p> <p>xxi. The unit should be quoted along with the following accessories :</p> <p>A) Monopolar Set of accessories as below: (Separate cost to be quoted as fixed cost for a period 8 years)</p> <ul style="list-style-type: none"> a. Reusable Twin Button Pencil - 06 no to be supplied b. Reusable Patient Pad - 02 no to be supplied c. Dual Pedal footswitch - 01 no to be supplied d. Electrodes set (5 per set) - 03 set to be supplied e. Connecting cables - 03 set to be supplied <p>B) Bipolar set should consist of : (Separate cost to be quoted as fixed cost for a period 8 years)</p>
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- i. Bipolar cable with round and oval and flat adaptor for endoscopic equipment (Bipolar cable must be compatible with all types of adaptors of the hand instruments.) - 03 no.
- ii. Bipolar footswitch - 01 no.
- iii. Bipolar forceps - 01 no.
- iv. Vessel sealing clamp 23 cm curved (reusable) - 02 no. (The clamp should be of the same parent company as the unit)
- v. Laparoscopic vessel sealing clamp-reusable - 02 no.(The Laparoscopic vessel sealing clamp (5mm) should be of the same parent company as the main unit)+50 blades

7. Hysteroflator and Suction Irrigation devices

Multipurpose Hysteroflator with suction and irrigation device :

1. The Hysteroflator, suction device and irrigation device can be provided as a single unit or as a combined multiple units.
2. Multipurpose pump for gynecological endoscopic surgery.
3. Should have infusion, irrigation and suction mode with stand alone operation for suction, irrigation and infusion.
4. Should function as hysteromat in hysteroscopy diagnostic and operative procedures.
5. Should also perform as a suction and irrigation device during endoscopic surgery.
6. Should have sensor controlled peristaltic pump operation which ensures control over pressure and flow rates.
7. Should have safety device to prevent embolism.
8. Should have independent transducer control for Laparoscopy and Hysteroscopy.
9. Back flow to pump should be prevented.
10. Overflow from bottle should also be prevented by suitable device.
11. In Infusion mode:
 - a. Liquid flow rate (Variable) - 50ml – 1000ml/min.
 - b. Intra organ pressure (Variable) - 50mm – 225mm Mercury pressure.
 - c. Intra organ pressure dilation should be controlled at 1 mm of Hg and be displayed on sensor controlled digital display.

12. In Irrigation mode :
- d. Liquid flow rate (Variable) - 250ml – 2000ml/min.
 - e. Irrigation pressure (Variable) - 100mm – 450mm Mercury pressure.
 - f. Irrigation flows should be controlled at 1 mm of Hg and be displayed on sensor controlled digital display.

13. In suction mode :
- g. Free flow rate (Fixed) - 15l/min.
 - h. Vacuum (Variable) - 0mm – 600mm Mercury pressure.

14. Standard supply :
- i. Irrigation bottle puncture cannula - 03
 - j. Silicon Connection tubings 5 m. - 02 sets
 - k. Suction bottle with rubber cap along with float assay - 03

15. Should have fully detachable and autoclavable connectors.
16. Should not have noise emission of greater than 50 db.

8. Endoscopic trolley with power supply

1. 2 endoscopic Trolleys are to be provided with electrical connection for 515 watt devices and 55 watt devices in each trolley.
2. Each Trolley must have 6 shelves with electrical points and should be able to accommodate the accessories provided.
3. Trolley must have place to place the monitors.

9. Recording Device

A suitable recording device compatible with the camera unit must be provided. The recording device must be capable of accepting different formats (HD format / AVHCD format etc.) for recording and should have at least 2 DVI out, true HD out, avi out, s video input/ output port, and a computer.

The recording device must be capable of connecting simultaneously to an additional monitors (apart from the output to the 2 HD monitors), projector, computer etc.

The recording device must be able to record, edit etc. in AVHCD format in addition to the other formats.

10. Editing Device

A suitable high end 15 inch LED laptop with an original icore 7 chipset with a high end graphic card, with 8 GB RAM and at least 1 TB Hard Disk space with wifi enabled, with AVHCD recorder and facility to record in AVHCD format and capable of handling the bundled software for editing / recording. The laptop must have a licensed windows 7 ultimate version and should also be supplied with licensed Adobe Premiere pro with AVHCD editing facility package for editing. Additional 5 TB External Hard Disk must also be supplied.

11. Hand Instruments

1. Storage unit with compartments for keeping instruments / scope :

A comprehensive storage unit with specified compartments for storing the endoscopes, trocar and canulae, camera, cables, tubings, hand instruments etc. must be provided.

In addition 2 stainless steel of adequate size containers with lid must be provided for washing and disinfecting the equipment.

2. Verees Needle :

1.	VERESS NEEDLE with spring loaded blunt stylet with luer lock, Detachable 120 mm long and autoclavable.	04
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3. Trocar & Canulae :

1.	Insulated Trocar and canulae with insufflations channels 5 mm with 50 washers	08
2.	Stainless Steel Trocar and Canulae with insufflations channels 5 mm with 50 washers	04

4. Reducers with 50 washer :

1.	Reducer 10/6mm metal laser welded joints, autoclavable	10/6 mm	02
2.	Reducer 10/6mm flip on with silicon attachment, autoclavable	10/6 mm	02
3.	Reducer 5/3mm metal laser welded joints, autoclavable	5/3 mm	02

5. Dissectors :

1.	Dissecting Grasper Maryland medium 5 mm with fibre handle insulated and totally take-A-Part 3	06
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		piece design, rotatable and autoclavable	
2.		Dissecting Grasper Maryland 5 mm with fibre handle insulated and totally take -A-Part 3 piece	04
3.		Dissecting Grasper Maryland 5 mm 90° angle with fibre handle insulated and totally take-A-Part 3 piece design, rotatable and autoclavable	01
4.		Dissecting Grasper Maryland 5 mm 45° angle with fibre handle insulated and totally take-A-Part 3 piece design, rotatable and autoclavable	01
5.		Dissecting Grasper 5 mm duckbill with fibre handle insulated and totally take-A-Part 3 piece design, rotatable and autoclavable	04

6. Scissors :

1.	Scissor 5 mm curved blades regular double action with fibre handle insulated and totally Take-A Part 3 piece design, rotatable and autoclavable	10
2.	Scissor 5 mm curved blades long double action with fibre handle insulated and totally Take-A Part 3 piece design, rotatable and autoclavable	06
3.	Scissor 5 mm curved blades Maryland Double Action with fibre handle insulated and totally Take-A Part 3 piece design, rotatable and autoclavable	06
4.	Scissor 5 mm Straight blades single action with fibre handle insulated and totally Take-A Part 3 piece design, rotatable and autoclavable	02
5.	Scissor 5 mm Straight blades double action with fibre handle insulated and totally Take-A Part 3 piece design, rotatable and autoclavable	06
6.	Scissor 5 mm Maryland with fibre handle insulated and totally Take-A Part 3 piece design, rotatable and autoclavable	04

7. Grasper :

1.	Atraumatic Dissecting Grasper Universal 5mm with fibre handle Ratchet insulated and totally Take-A Part 3 piece design, rotatable and autoclavable	04
2.	Atraumatic Grasper Fenestrated small 5mm with fibre handle Ratchet insulated and totally Take-A Part 3 piece design, rotatable and autoclavable	02
3.	Atraumatic Grasper Babcock Atrogrip 5mm with fibre handle Ratchet insulated and totally Take-A Part 3 piece design, rotatable and autoclavable	02
4.	Atraumatic Grasper Babcock Classical 5mm with fibre handle Ratchet insulated and totally Take-A Part 3 piece design, rotatable and autoclavable	02
5.	Traumatic Grasper Allies 5mm with fibre handle Ratchet insulated and totally Take-A Part 3 piece design, rotatable	02

	and autoclavable	
6.	Traumatic Grasper Alligator 5mm with fibre handle Ratchet insulated and totally Take-A Part 3 piece design, rotatable and autoclavable	06
7.	Atraumatic Grasper Oviduct 5mm with fibre handle Ratchet insulated and totally Take-A Part 3 piece design, rotatable and autoclavable	02
8.	Atraumatic Grasper Babcock 10mm with fibre handle Ratchet insulated and totally Take-A Part 3 piece design, rotatable and autoclavable	04
9.	Traumatic Grasper 2/4 5mm with fibre handle Ratchet insulated and totally Take-A Part 3 piece design, rotatable and autoclavable	06
10.	Traumatic Grasper 2/3 5mm with fibre handle Ratchet insulated and totally Take-A Part 3 piece design, rotatable and autoclavable	06
11.	Atraumatic Grasper Tenaculam 5mm with fibre handle Ratchet insulated and totally Take-A Part 3 piece design, rotatable and autoclavable	01
8. Biopsy Forceps :		
1.	Biopsy forceps 5mm with fibre handle Ratchet insulated and totally Take-A Part 3 piece design, rotatable and autoclavable	04
9. Clip Applicator :		
1.	CLIP Applicator 10 mm Universal should be able to apply LT200, LT300, LT400 Ligaclip, should be take-a-part, rotatable and autoclavable	02
2.	Clip Applicator 5 mm to Apply LT200, Ligaclip, should be take -a- part, rotatable and autoclavable	01
3.	Clip Applicator to Apply hemo-lock clips should be take -a- part, rotatable and autoclavable	02
10. Needle Holder :		
1.	Needle Holder 5 mm Tungsten Carbide Axial Handle Straight Jaws, Autoclavable, Coating for identification and should be carbide Tip	02
2.	Needle Holder 5 mm Tungsten Carbide Axial Handle Curved	02

	Jaws, Autoclavable, Coating for identification. It is carbide Tip	
3.	Needle Holder 5 mm Self Rightening Axial Handle Straight Jaws, Autoclavable	02
<p><u>GENERAL REQUIREMENTS</u></p>	<p>1) All the above equipments shall be new and manufactured from virgin materials. All the requirements of this supply shall be sourced from the original equipment manufacturer of the model quoted. In case the machine is imported one no import substitution is permitted neither before the award nor after the award for any part or accessory. “Third party inspection certificate should be applied from the port of origin of shipping of equipment (from the parent companies country of origin).</p> <p>2) Equipment shall operate on 230 V, 50 Hz, and single-phase electric supply. The necessary protective relaying / circuitry shall be there with the machines. The mains supply voltage variation may be max.±15% and frequency variation max.±3 %.</p> <p>3) The equipments shall have valid CE mark / US FDA approval and documentary evidence to that effect shall be uploaded.</p> <p>4) The equipments shall be having warranty of three years as described in the tender document elsewhere. The warranty and CMC shall cover the list of the spare parts and the rate of which valid for total 8 years (warranty 3 years and CMC 5 years) irrespective of whether those are treated as consumables or otherwise.</p> <p>5) The equipments should be provided with one hard copy in original of the detailed service manual and operation manual. Further, a soft copy is also required.</p> <p>6) The equipment must be tropicalized as below: Operating room temperature : upto 40° C Storage room temperature : upto 55° C Relative Humidity : upto 90% Non-condensing</p> <p>7) Among the other things, the responsiveness of the bid will be based on successful demonstration of the offered model of the equipments to MCGM officials as mentioned elsewhere in the tender specifications.</p> <p>8) The bidder has to submit users list with address & contact telephone number/s.</p> <p>9) Prospective tenderers should have a full-fledged and well-established service centre in Mumbai with engineers qualified in servicing of Operative endoscope. Please provide details of the same in Annexure - 1.</p> <p>10) Training to Medico Electronics Cell Engineers from servicing point of view and to User department from operating point of view.</p>	
Item : B	<p><u>Comprehensive Maintenance Contract (CMC) (For 1 No. Operative Endoscope with accessories per year)</u></p>	

	<p>6 After the comprehensive warranty period is over, five years Comprehensive Maintenance Contract (CMC) will have to be entered into with the terms and conditions mentioned in the tender documents during execution of work contract for the period of 8 years.</p> <p>7 The successful bidder has to ensure that all the required spares and services are available during the period of CMC and 2 years after that period.</p>
Warranty period	The equipments shall be having comprehensive warranty of three years as described in the tender document.

SPECIAL NOTE:

Tenderers are requested to go through the e-Tender guidelines on MCGM portal (<http://mcgm.gov.in>) under Tenders section. All interested vendors, whether already registered or not registered with MCGM, are mandated to get registered with MCGM for e-Tendering process and login Credentials to participate in the Online bidding process on the above-mentioned portal under “e-Procurement” For registration, enrollment for digital signature certificates & user manual, please refer to respective links provided in e-Tendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA’s) licensed by the Controller of Certifying Authorities namely Safescrypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e Mudhra.

1) SPECIAL DIRECTIVES TO THE TENDERERS	<ul style="list-style-type: none"> ● 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 bidder/manufacturer shall have adequate experience of successful supply, installation, commissioning & repairs & maintenance of Operative Endoscope during last five years from due date of the tender Experience Certificate shall be uploaded during the submission of the tender (Annexure – 12) ● The average annual turnover of the bidder during last three financial years shall be minimum Rs. 36,75,000/- Evidence in the form of certificate issued by Auditor of firm/ Chartered Accountant shall be uploaded during the submission of the tender (PACKET A)
2. VALIDITY	Every tender shall remain open for acceptance for a minimum period of 180 days from the date of opening of tender. Tenders specifying validity less than

	180 days shall be rejected outright.																				
3. SOLVANCY CERTIFICATE	The tenderer should upload solvency certificate for minimum of Rs. 20 Lacs from the Nationalized/ Scheduled/ Foreign Bank. The issue date should not be more than 6 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.																				
4 Payment of EMD	<p>The tenderer shall have to pay EMD Rs:-2,10,000/-. (For deposition of DD/BG/SD refer Tender documents for Procurement of Medical Equipments along with Comprehensive/Annual Maintenance Contract)</p> <p>EMD will be accepted either in the form of Demand Draft (DD) or Bank Guarantee (B.G.). The format of the B.G. is to be uploaded in the system as per Annexure 12 in PACKET A. The B.G. shall be valid for 6 month from end date of the tender. The venders having standing deposit with MCGM are exempted from paying EMD. The Scanned copy of valid standing deposit receipt shall be uploaded in PACKET A.</p> <p>The Scan copy of valid Standing Deposit receipts shall uploaded in Packet "A". Exemption from payment of EMD against Standing Deposit certificate applicable for tender amount are as follows:</p> <table border="1" data-bbox="609 961 1461 1188"> <thead> <tr> <th>Sr no</th> <th>Class</th> <th>Estimated amount of the tender (Lacs)</th> <th>Standing Deposit in Lacs</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>A</td> <td>Without Limit</td> <td>7.5</td> </tr> <tr> <td>2</td> <td>B</td> <td>300</td> <td>5.0</td> </tr> <tr> <td>3</td> <td>C</td> <td>200</td> <td>3.0</td> </tr> <tr> <td>4</td> <td>D</td> <td>100</td> <td>1.5</td> </tr> </tbody> </table> <p>The Tenderer registered in MCGM with standing Deposit stated in class B, C & D mentioned above can also participate in this tender by paying the requisite difference between EMD of the tender and standing deposit paid by them. The confirmation of bank guarantee will be obtained from the bank issuing the same and if found Bogus/Forged, the penal action like criminal prosecution including Black listing etc will be initiated. For deposition of DD/BG refer Tender documents for Procurement of Medical Equipments alongwith Comprehensive/Annual Maintenance Contract). The D.D. should be drawn in favor of ‘Municipal Corporation Of Greater Mumbai’ payable at Mumbai.</p>	Sr no	Class	Estimated amount of the tender (Lacs)	Standing Deposit in Lacs	1	A	Without Limit	7.5	2	B	300	5.0	3	C	200	3.0	4	D	100	1.5
Sr no	Class	Estimated amount of the tender (Lacs)	Standing Deposit in Lacs																		
1	A	Without Limit	7.5																		
2	B	300	5.0																		
3	C	200	3.0																		
4	D	100	1.5																		
5. ORDER DETAIL	The user department will place orders.																				
6 DELIVERY	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.
7 Affidavit for condition No 13 & Best Rate	The tenderer has to upload an Affidavit in terms of condition No 13 of Articles of Agreement and Best Rate (Annexure-5)
8.	Local Indian (branded) external monitors/cameras/computers and external cables of ISI mark other than that of used for machine shall be allowed instead of original equipment manufacturer of the model quoted.
9	<p>Note :- 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 – 8/9)</p> <p>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. However if the value of foreign currencies at the time of supply of consumable items w.r.t. Indian Rupees increases by 25% than on the date of opening of commercial bid in such cases, difference in excess of 25% would be paid to bidder. The rate quoted for consumables to be freezed for 8 years shall not be considered for evaluation and also MCGM is not binding to accept the rates quoted for consumables.</p> <p>Bidders should upload the details in the Packet ‘B’ regarding the accessories to be imported directly and locally. The payment of main machine will be paid in foreign currency as per tender condition.</p> <p>The local accessories will be paid in Indian rupees.</p> <p>The price quoted should be in one currency for all the items quoted i.e. Equipment, Accessories, CMC/AMC, Turnkey Projects if any etc. failing to which tenders will be rejected. While quoting the prices in Indian rupees and local supply in foreign currency it must be inclusive of all the taxes like VAT, Octroi, C.S.T., Service Tax etc. In case of import supply (where LC is required to be opened by MCGM) taxes such as custom duty, Stamp duty etc will be paid by MCGM. However same will be taken into consideration for evaluation and price comparisons along with AMC/CMC/Indian items/turnkey work/cost per test (if any) etc.</p> <p>In case of items quoted for local supply, CMC/AMC, turnkey projects, cost per test (if any) in foreign currency, the conversion rate of the foreign currency will be as per the exchange rate on the date of 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/ local supply/ AMC/ CMC /cost per test (if any) 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.</p>
10. Integrity	The bidder must upload in Packet ‘A’, the agreement of integrity pact as per

Pact	<p>attached annexure-17 duly signed and stamped on Rs.100/- stamp paper duly notarized and shall submit the original copy of the same in the sealed envelope for E.M.D. to be submitted prior to the due date of the tender. The information regarding encoding (i.e. Annexure VI) shall be kept in the same envelope as per profoma given and it should be uploaded during submission of tender in packet 'A'. Only Encode No. and Tender No. shall be mentioned on envelope.</p> <p>If the document is not submitted and uploaded as per procedure mentioned above, the tender shall be treated as Non- Responsive.</p>
11.Grievance Redressal Mechanism	<p>For the Redressal of Grievances, the Grievance Redressal Committee has been formed under the Chairmanship of Shri. Rebello, Retired High Court Justice. The details of 'Grievance Redressal Mechanism' is given in Annexure 18.</p>

Documents to be uploaded in FOLDER “A” and FOLDER “B” as per the order given below.

Sr No	FOLDER “ A ” Description of Document	Sr No	FOLDER “ B ” Description of Document
1	Particulars of the Tenderer (Annexure - 1)	1	Technical Offer (Basic equipment + Standard Accessories) Annexure -7
2	Form of undertaking of Mandatory Conditions (Annexure - 2)	2	Consumables recommended by tenderer Annexure-9
3	Undertaking to be signed by the Tenderer (Annexure -3)	3	Comparisons of tender specification v/s equipment specification (Annexure -10)
4	Declaration by the tenderer regarding eligibility and acceptance of terms and conditions of the tender documents (Annexure - 4)	4	Manufacturing Authorization (Annexure -11)
5	Affidavit for condition No 13 & Best Rate as per the format (Annexure -5)	5	Experience certificate (Annexure-12)
6	Proforma for encoding of the envelope of DD/BG/SD for the payment of EMD (Annexure - 6)	6	CE mark or US FDA approval. with documentary evidence
7	Instructions to the tenderer and Articles of Agreement duly signed (Annexure-14)	7	If import then copy of Valid Import License issued by competent authority in the name of manufacturer / 100% Subsidiary or Importer / Authorized Distributors
8	Signed copy of Tender Document	8	Tenderer shall have to state Local Brands/supply for External Monitor/ Cameras/Computers/ external cable ,accessories etc as applicable.
9	Firm/Company/Sanstha Registration Certificates	9	Brochure for quoted model.
10	Solvency Certificate		
11	VAT and CST Registration Certificate as applicable		
12	Pan Card with Photograph		
13	Scan copy of DD/SD/BG (As per Annexure-16) for payment of EMD		
14	C.A.'s certificate for turnover of the tenderer		
15	Valid Registration Certificate under ESIC Act 1948. OR Declaration on Rs. 100/- stamp paper if registration under ESIC Act not applicable.		
16	Valid Registration Certificate under EPF & M Act 1952 if 20 or more		

	workers are on the establishment of Tenderer. OR Declaration on Rs.100/- stamp paper if registration under EPF & M Act 1952 is not applicable in case of workers less than 20 in the establishment.		
17	Form of Integrity Pact (Annexure 17)		
18	Grievance Redressal Mechanism (Annexure 18)		

Note :- ALL THE ABOVE MANDATORY CONDITIONS SHOULD BE STRICTLY ADHERED TO FAILING WHICH THE TENDER WILL BE TREATED AS NON-RESPONSIVE AND NO CORRESPONDENCE WILL BE ENTERTAINED IN THE MATTER.

Tenderer's pertinent attention is being drawn to additional special instructions to the Tenderers as follows:

- 1.The mandatory documents which are uploaded with bid original of which, if called, shall be produced for verification within 3 days. Also if required, MCGM may ask any clarification /Documents / Additional Documents from the tenderer during the tender process. However if competent authority agrees to accept, the short documents of Packet A and Packet B, the same will be accepted by imposing penalty of Rs.1000 per document. If the bidder fails to submit the requisite documents within three days from the intimation of this office further period of three days will be granted for submission of documents and if bidder still fails to submit the document within this period he will be treated as nonresponsive and 5% of the EMD will be forfeited. 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
- 2.The documents '**Instructions to vendors' and the 'Articles of Agreement of PROCUREMENT OF MEDICAL EQUIPMENTS ALONG WITH COMPREHENSIVE/ANNUAL MAINTENANCE CONTRACT**' which are available in e Tendering section of MCGM portal shall be made a part of this tender document. All the tenderer are requested to down load and upload the "Articles of Agreement of Medical Equipments' available at MCGM portal. This is as per the mandatory condition mentioned in the tender.
- 3.Tenderer shall note that if the condition in " Instructions " and "Articles of Agreement PROCUREMENT OF MEDICAL EQUIPMENTS ALONG WITH COMPREHENSIVE/ANNUAL MAINTENANCE CONTRACT" are in variance with the condition contained in the Schedule of specifications and mandatory

conditions document ,the condition of the Schedule of specifications and mandatory conditions shall prevail.

4. 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.

Execution of Written Contract:

Every successful tenderer shall execute separate written contract for each group of items allotted to him, on payment of the requisite charges as may be directed by the competent authority. Also the successful Tenderer shall have to pay Stamp Duty on the contract agreement as per Government Directives

**TENDERER'S FULL SIGNATURE
WITH RUBBER STAMP**

Details of the Item Data:-

Tender No. Dy Ch E/CPD/70/TDR /EE (M&E) of 2013-2014

Item Group No	Description of the Items	Quantity
Item A	Supply Installation and Commissioning of <u>Operative Endoscope</u>	1 No.
<u>A1</u>	<u>Import Supply</u>	
<u>A2</u>	<u>Local Supply</u>	
Item B	<u>Comprehensive Maintenance Contract (CMC) (Operative Endoscope)</u>	
	1. Comprehensive Maintenance Contract (CMC) I year	1 No.
	2. Comprehensive Maintenance Contract (CMC) II year	1 No.
	3. Comprehensive Maintenance Contract (CMC) III year	1 No.
	4. Comprehensive Maintenance Contract (CMC) IV year	1 No.
	5. Comprehensive Maintenance Contract (CMC) V year	1 No.

ANNEXURE -1

Tender No. Dy Ch E/CPD/70/TDR / EE (M&E) of 2013-2014

Bid No.:7100025193

Particulars about the tenderer- (Specimen copy)

(To be uploaded in Packet 'A')

Following information to be submitted along with tenders (**in Packet '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.

d. Address with Telephone Number of service centre in Mumbai.

5.Total annual turnover in the last Financial Year of tenderer.

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**

ANNEXURE -2

Tender No. **Dy Ch E/CPD/70/TDR / EE (M&E) of 2013-2014**

Bid No.:7100025193

Form of undertaking of Mandatory Conditions

(To be uploaded in Packet 'A')

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 Packet ' 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 Brihan Mumbai Mahanagar Palika.

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 Annual/comprehensive maintenance contract at the cost quoted by the Tenderer whosoever be the distributors/dealers/agents on Annexure - attached at page No. 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 Packet '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.

ANNEXURE -3

Tender No. Dy Ch E/CPD/70/TDR /EE (M&E) of 2013-2014

Bid No.:7100025193

Undertaking to be signed by the tenderer

(To be uploaded in Packet 'A')

Name of Equipment:

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.

No.	Full Name	Office Address	Residential Address	Signature
1.				
2.				
3.				

4.				
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ANNEXURE -4

**Tender No. Dy Ch E/CPD/70/TDR /EE (M&E) of 2013-2014
Bid No.:7100025193**

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. undertaking at Annexure - is submitted as a Commitment to provide necessary service as mentioned in tender.
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

Annexure - 5

Tender No. Dy Ch E/CPD/70/TDR /EE (M&E) of 2013-2014

Bid No.:7100025193

(To be uploaded in Folder 'A')

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

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

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

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

**TENDERER'S FULL SIGNATURE
WITH FULL NAME & RUBBER STAMP**

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

ANNEXURE -6

**Tender No. Dy Ch E/CPD/70/TDR /EE (M&E) of 2013-2014
Bid No.:7100025193**

PROFORMA FOR Encoding of the Envelope for DD/BG/SD of EMD

Demand Draft / BG/SD

1. En Code No:
2. Bank Name:
3. Bank Branch Details:
4. DD / BG 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/BG/SD for EMD
should be on letter head of the tenderer.**

ANNEXURE -7
Tender No. Dy Ch E/CPD/70/TDR /EE (M&E) of 2013-2014
Bid No.:7100025193

(Technical Offer)

(To be upload in Packet 'B')

Due On : _____
Name of the Equipment: _____

Item Group No	Description of the Items	Quantity
Item A	Supply, Installation, Testing and Commissioning of <u>Operative Endoscope</u>	01 No.
Make		
Model		

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

Note: Price should NOT be quoted in this Annexure

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE -8

Tender No. Dy Ch E/CPD/70/TDR /EE (M&E) of 2013-2014

Bid No.:7100025193

(Technical Offer)

Not Applicable

(To be uploaded in Folder 'B')

ANNEXURE -9

Tender No. Dy Ch E/CPD/70/TDR /EE (M&E) of 2013-2014

Bid No.:7100025193

(Technical Offer)

(To be uploaded in Folder 'B')

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

Item Group No	Items Description in Commercial Bid	Description of the Items	Quantity
Item C	Operative Endoscope		
1	Verees Needle		01 No.
2	Trocar & Canulae		01 No.
3	Reducers with 50 washer		01 No.
4	Dissectors		01 No.
5	Scissors		01 No.
6	Grapser		01 No.
7	Biopsy Forceps		01 No.
8	Clip Applicator		01 No.
9	Needle Holder		01 No.

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE -10
Tender No. Dy Ch E/CPD/70/TDR /EE (M&E) of 2013-2014
Bid No.:7100025193

(To be uploaded in Packet B)

COMPARISION OF TENDER SPECIFICATION V/S EQUIPMENT SPECIFICATION

Tenderer should submit information in the following proforma

Item-A

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>) MAKE: MODEL:
To be entered by the tenderer.	To be entered by the tenderer.

Full Signature of the tenderer with
Official Seal & Address

ANNEXURE - 11
Tender No. Dy Ch E/CPD/70/TDR /EE (M&E) of 2013-2014
Bid No.:7100025193
(To be uploaded in Packet B)

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 shall be uploaded during the submission of Tender.

ANNEXURE -12
Tender No. Dy Ch E/CPD/70/TDR /EE (M&E) of 2013-2014
Bid No.:7100025193
(To be uploaded in Packet B)

EXPERIENCE CERTIFICATE

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

Experience 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 certificate

NOTE : Experience Certificate should be in the name of Bidder **or** Manufacturer. Scanned copies shall be uploaded in the Packet “B”.

PROFORMA FOR Statement of experience Certificate
 (For the period of last five years)
Tender No. Dy Ch E/CPD/70/TDR /EE (M&E) of 2013-2014
Bid No.:7100025193

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 of 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.If at any time, information furnished is proved to be false or incorrect, the Earnest Money furnished fill be forfeited.

Note:- Experience Certificate should be in a name of the bidder or manufacturer.

ANNEXURE -13

Tender No. Dy Ch E/CPD/70/TDR /EE (M&E) of 2013-2014

Bid No.:7100025193

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

No. Date:

To,

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

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 hrs on my/our behalf.

Yours faithfully,

Signature of Bidder

Specimen Signature of representative

Note :- Photo ID of Representative is compulsory

Annexure – 14

Tender No. Dy Ch E/CPD/70/TDR /EE (M&E) of 2013-2014

Bid No.:7100025193

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 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 period stipulated, the municipal Commissioner/ D.M.C.(C.P.D) / Dean/ Ch.M.S./E.H.O./ Intending Officer shall exercise his discretionary power either :-

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

OR

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

25. Guarantee and repair during the guarantee period The Contractor/s shall for a period of Thirty Six calendar months after the acceptance and satisfactory Installation and commissioning of the equipment, maintain, uphold and keep them in thorough repairs and working order at their own cost and expenses and to the entire satisfaction of the Municipal Commissioner or the Dean/Ch.M.S/E.H.O. or the purchasing Officer, the entire Machinery / Equipment / 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 'Packet 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 'Packet 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 _____

Two Thousand _____ in the presence of

1) _____

2) _____

S E A L

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

Witness _____

Municipal Secretary _____

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

Annexure – 15

Tender No. Dy Ch E/CPD/70/TDR /EE (M&E) of 2013-2014

Bid No.:7100025193

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.

6. 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 the 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 Travenkore
8. State Bank of Indore

(B) NATIONALIZED BANKS

9. Allahabad Bank
10. Andhra Bank
11. Bank of Baroda
12. Bank of India
13. Bank of Maharashtra
14. Central Bank of India
15. Dena Bank
16. Indian Bank
17. Indian Overseas Bank

18. Oriental Bank of commerce
19. Punjab National Bank
20. Punjab & Sind Bank
21. Syndicate Bank
22. Union Bank of India
23. United Bank of India
24. UCO Bank
25. Vijaya Bank
26. Corporation Bank
27. Canara Bank

(C) SCHEDULED COMMERCIAL BANKS

28. Bank of Madura Ltd.
29. Bank of Rajasthan Ltd.
30. Banaras State Bank Ltd.
31. Bharat Overseas Bank Ltd.
32. Catholic Syrian Bank Ltd.
33. City Union Bank Ltd.
34. Development Credit Bank
35. Dhanalakshmi Bank Ltd.
36. Federal Bank Ltd
37. Indus ind Bank Ltd.
38. I.C.I.C.I. Banking Corporation Ltd.
39. Global Trust Bank Ltd.
40. Jammu & Kashmir Bank Ltd.
41. Karnataka Bank Ltd.
42. Karur Vysya Bank Ltd.

43. Laxmi Vilas Bank Ltd
44. Nedungadi Bank Ltd
45. Ratnakar Bank Ltd.
46. Sangli Bank Ltd.
47. South Indian Bank Ltd.
48. S.B.I. Commercial & Int. Bank Ltd.
49. Tamil land Mercantile Bank Ltd.
50. United Western Bank Ltd.
51. Vysya Bank Ltd.
52. Axis Bank
53. Kotak Mahindra Bank Ltd

(D) SCHEDULED URBAN CO-OP BANKS

54. Abhyudaya Co-Op. Bank Ltd.
55. Bassein Catholic Co-Op. Bank Ltd
56. Bharat Co-Op. Bank Ltd.
57. Bombay Mercantile Co-Op. Bank Ltd.
58. Cosmos Co-Op. Bank Ltd.
59. Greater Mumbai Co-Op. Bank Ltd.
60. Janata Sahakari Bank Ltd.
61. The Mumbai District Central Co-Op. Bank Ltd.
62. The Maharashtra State Co-Op. Bank
63. New India Co-Op. Bank Ltd.
64. North Canara G.S.B. Co-Op. Bank Ltd.
65. Rupee Co-Op. Bank Ltd.
66. Sangli Urban Co-Op. Bank Ltd.
67. Saraswat Co-Op. Bank Ltd.
68. Shamrao Vitthal Co-Op. Bank Ltd.

69. Mahangar Co-Op. Bank Ltd.
 70. Citizen Bank Ltd.
 71. Yes Bank
 72. Punjab and Maharashtra Co-Op Bank Ltd
 73. Thane Janata Sahakari Bank Ltd
- (E) FOREIGN BANKS
74. ABN AMRO BANK N.V.
 75. American Express Bank Ltd.
 76. ANZ Grindlays Bank
 77. Bank of America NT & SA
 78. Bank of Tokyo Ltd.
 79. Banque Indosuez
 80. Banque National De Paris
 81. Barclays Bank
 82. Citi Bank N.A.
 83. Hongkong & Shanghai Banking Corporation Ltd.
 84. Mitsui Taiyokbe Bank Ltd.
 85. Standard Chartered Bank
 86. CHO-Hung Bank
 87. HDFC Bank
 88. IDBI Bank

ANNEXURE – 16

Tender No. Dy Ch E/CPD/70/TDR /EE (M&E) of 2013-2014

Bid No.:7100025193

**BANKERS GUARANTEE IN LIEU OF TENDER / EARNEST MONEY DEPOSIT
FOR SUPPLY OF MATERIALS / GOODS**

THIS INDENTURE made this-----day of -----20-----

BETWEEN

THE-----BANK incorporated under the English / Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as ‘ the bank ‘ which expression shall be deemed to include its successors and assigns) of the **FIRST PART** -----

inhabitants carrying on business at -----
-----in Mumbai under the style and Name of Messers-----
----- (hereinafter referred to as ‘ the contractor (s)’ of the **SECOND PART**.

Shri -----THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as ‘ the Commissioner’ which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the **THIRD PART**

AND

THE MUNICIPAL CORPORATION OF GREATER MUMBAI (hereinafter referred to as ‘ the Corporation ‘) of the **FOURTH PART**.

WHEREAS the contractor (s) has / have submitted to the Commissioner tender for the supply of -----of-----
----- department, having tender No.-----, BID No.-----
-----tender amount Rs.----- and the terms of such tender / contract require that the contractor (s) shall deposit with the Commissioner Bankers Guarantee as earnest money deposit and / or the security deposit for a

sum of Rs.------(Rupees-----
--).

AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the contractor (s) will provide that such deposit shall remain with the Commissioner and will be appropriated by the Commissioner towards the Security Deposit to be taken under the contract and be redeemable by the contractor (s) if, (her / they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against him / them thereunder.

AND WHEREAS the contractor (s) is/ are constituent (s) of the Bank and in order to facilitate the keeping of the account of the contractor (s), the Bank with the consent and concurrence of the contractor(s) has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractor (s) depositing with the Commissioner, the said sum, as earnest money and/ or the security as aforesaid.

AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking.

NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractor(s) (hereby testified) undertakes with the Commissioner to pay to the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs.------(Rupees-----
-----) under the terms of the said tender and / or the contract. The Bankers Guarantee is valid upto ----- “Not withstanding anything what has been stated above, our liability under this guarantee, is restricted to Rs.-----only and guarantee shall remain in force upto -----, unless the demand or claim under this guarantee is made on us in writing on or before-----, all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”.

INWITNESS WHEREOF

WITNESS (1) -----

Name and address -----

WITNESS (2) -----

Name and address -----

----- the duly

constituted

Attorney

Manager

The Bank and the said Messrs-----

----- (Name of the Bank)

WITNESS (1) -----

Name and address -----

WITNESS (2) -----

Name and address -----

----- for Messrs-----

(Name of the contractor)

Have here into set their respective hands the day and year first above written.

- 17.1 M.C.G.M. commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- 17.2 The M.C.G.M. undertakes that no employee of the MCGM, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 17.3 M.C.G.M. will during tender process treat all bidders with equity and reason. The M.C.G.M. before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 17.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the MCGM with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the MCGM and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the MCGM the proceedings under the contract would not be stalled.

18. COMMITMENTS OF THE BIDDERS / CONTRACTORS

- 18.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.
- 18.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process or to any MCGM person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 18.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with MCGM for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with MCGM.
- 18.4 The Bidders/ Contractors will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 18.5 The Bidders / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the bidders will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by MCGM as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 18.6 The Bidders/ Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian bidder shall disclose their foreign principals or associates.

- 18.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the MCGM.
- 18.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with MCGM.
- 18.9 The Bidder will promptly inform the Independent External Monitor (of M.C.G.M.) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in M.C.G.M.
- 18.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 18.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the M.C.G.M. or his relatives.
- 18.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.13 The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.
- 2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

19. PREVIOUS TRANSGRESSION

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

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

13. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

- 13.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 13.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the M.C.G.M. and M.C.G.M. shall not be required to assign any reasons therefore.
- 13.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 13.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 13.5 If any outstanding payment is due to the Bidder from M.C.G.M. in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 13.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by M.C.G.M. along with interest.

- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the M.C.G.M. resulting from such cancellation / rescission and the M.C.G.M. shall be entitled to deduct the amount so payable from the money due to the Bidder.
1. Forfeiture of Performance Bond in case of a decision by the M.C.G.M. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
 2. The decision of M.C.G.M. to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
 3. The Bidder accepts and undertakes to respect and uphold the absolute right of MCGM to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
 4. To debar the Bidders/ Contractors from participating in future bidding process of M.C.G.M. for a minimum period of three years.
 5. Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

14. **FALL CLAUSE**

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

15. EXTERNAL INDEPENDENT MONITOR / MONITORS

- 6.7 The M.C.G.M. appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 6.8 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.
- 6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.
- 6.7 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.
- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
- 6.6 The MCGM will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.19 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 6.20 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by M.C.G.M./ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- 6.21 The word "IEM" would include both singular and plural.

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

19. VALIDITY OF THE PACT

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

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

20. FACILITATION OF INVESTIGATION

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

21. MISCELLANEOUS

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

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

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

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

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

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

ANNEXURE – 18
Tender No. Dy Ch E/CPD/70/TDR /EE (M&E) of 2013-2014
Bid No.:7100025193
GRIEVANCE REDRESSAL MECHANISM

Procuring Entity, M.C.G.M. has formed a Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, may within a period of 7 days or any such other period, as may be specified in the pre-qualification document, bidder registration document or bidding documents make an application for review of such decision or action to procuring entity [Director (M.E.&M.H.) for medical tenders, Director (E.S.&P.) and/or concerned D.M.C. for Engineering Department, concerned D.M.C. for the other tenders]. While making such an application for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

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

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

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

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

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

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

No application shall be maintainable before the Procuring Committee in regard of any decision of the M.C.G.M. relating to following issues:

20. Determination of need of procurement
21. The decision of whether or not to enter into negotiations.
22. Cancellation of a procurement process for certain reasons.

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

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

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

Full Signature of the tenderer with
Official Seal and Address

MUNICIPAL CORPORATION OF GREATER MUMBAI
CENTRAL PURCHASE DEPARTMENT

566, N. M. JOSHI MARG, BYCULLA (WEST), MUMBAI -400 011.

This is e-Tender

Subject: - Supply, Installation, Testing and Commissioning of Color Doppler Echocardiography machine for use in Neonates along with Standard Accessories and CMC for various MCGM Hospitals.

Tender Documents

Tender No. Dy Ch E/CPD/71/TDR/EE(M&E) of 2013-2014 Sub:- Supply, Installation, Testing and Commissioning of Color Doppler Echocardiography machine for use in Neonates along with Standard Accessories and CMC for Sion Hospital Bid No.: 7100025194	Due on: 02/01/2014 At 16:00 hrs
Earnest Money Deposit (EMD): - Rs.:- 2,52,000/-	

Item No	Description:
Item :- A	<ol style="list-style-type: none">1. System should be a fully digital colour Doppler echocardiography system.<ol style="list-style-type: none">a) System should offer high performance ultrasound and colour Doppler in a zero footprint, compact unit, weighing less than or equal to 6 KGs.b) System should work on battery and mains with minimum one hour battery operations.2. System should use digital beam former technology, capable of incorporating future techniques, should be upgradable through software and hardware.3. System should have Multi array Probe technology for Phased Array, Linear Array, and curved Array and should support TE.4. System should have high resolution, flicker free at

least 10" TFT LCD monitor.

5. The system shall be capable of providing the following imaging and operating modes.
 - a) 2D, M-mode, Colour M-Mode
 - b) Colour Flow Doppler Imaging
 - c) Fully Steerable Pulsed Doppler
 - d) Fully Steerable Continuous Wave Recall
 - e) Digital Cine replay of all imaging and Doppler modalities.
 - f) On screen Cine Storage & Image recall
 - g) Digital Image Storage and Patient Archive with true scanner frame rates.
 - h) Full measurement and analysis capabilities. Both on line and offline preferable.
 - i) Imaging frequencies from 1 MHz to 15 MHz
 - j) Review of stored ultrasound images.
 - k) User adjustable B Colorization maps, gain settings, colour Doppler baseline, angle correction and other important parameters with live/ frozen/ archived images/loops.
6. System should have minimum keys and knobs and should have touch screen technology for easy patient data, annotation and report entries.
7. Should have a display of single, dual images side by side.
8. System should have a programmable architecture with data processing of phase, amplitude and frequency

with raw data digital replay for cine/single loops allowing the adjustment of all major parameters and measurements.

9. Should have a built-in digital archival system for image storage and archival with reporting facilities. The internal HDD should at least 4 GB. CD/DVD/USB drives should be available.
10. System should have on board, in built training and education guide/ tutorial/ software for easy access of video images/ library.
11. System should have user definable report formats with inbuilt reporting text.
12. Should have a zoom capability with live/frozen/stored images. Should have capability of zooming the archived cine loops.
13. Should be DICOM 3 complaint.
14. Should be directly compatible with color inkjet printers.
15. Should have 3 or more tissue harmonic imaging frequencies in all imaging modes.
16. Colour rotating (360 deg) M Mode cursor.
17. Should be quoted with
 - i) Neonatal phased array cardiac probe with imaging frequencies from 5MHz to 8MHz small footprint between 10-14 mm.
 - ii) Linear 6-13 MHz probe with small foot print (20-25mm)Printer, UPS for the entire set up
18. System inclusive of screen and transducers should permit

	liquid disinfection and should be splash proof.
<p><u>GENERAL REQUIREMENTS</u></p>	<p>1) All the above equipments shall be new and manufactured from virgin materials. All the requirements of this supply shall be sourced from the original equipment manufacturer of the model quoted. In case the machine is imported one no import substitution is permitted neither before the award nor after the award for any part or accessory. “Third party inspection certificate should be applied from the port of origin of shipping of equipment (from the parent companies country of origin).</p> <p>2) Equipment shall operate on 230 V, 50 Hz, and single-phase electric supply. The necessary protective relaying / circuitry shall be there with the machines. The mains supply voltage variation may be max.±15% and frequency variation max.±3 %.</p> <p>3) The equipments shall have valid CE mark / US FDA approval and documentary evidence to that effect shall be uploaded.</p> <p>4) The equipments shall be having warranty of three years as described in the tender document elsewhere. The warranty and CMC shall cover the list of the spare parts and the rate of which valid for total 8 years (warranty 3 years and CMC 5 years) irrespective of whether those are treated as consumables or otherwise.</p> <p>5) The equipments should be provided with one hard copy in original of the detailed service manual and operation manual. Further, a soft copy is also required.</p> <p>6) The equipment must be tropicalized as below: Operating room temperature : upto 40° C Storage room temperature : upto 55° C Relative Humidity : upto 90% Non-condensing</p> <p>7) Among the other things, the responsiveness of the bid will be based on successful demonstration of the offered model of the equipments to MCGM officials as mentioned elsewhere in the tender specifications.</p> <p>8) The bidder has to submit users list with address & contact telephone number/s.</p> <p>9) Prospective tenderers should have a full-fledged and well-established service centre in Mumbai with engineers qualified in servicing of Color Doppler Echocardiography machine for use in Neonates. Please provide details of the same in Annexure - 1.</p> <p>10) Training to Medico Electronics Cell Engineers from servicing point of view and to User department from operating point of view.</p>
<p>Item : B</p>	<p><u>Comprehensive Maintenance Contract (CMC) (For 3 Nos. Color Doppler Echocardiography machine for use in Neonates with accessories per year)</u></p> <p>1. After the comprehensive warranty period is over, five years Comprehensive Maintenance Contract (CMC) will have to be</p>

	<p>entered into with the terms and conditions mentioned in the tender documents during execution of work contract for the period of 8 years.</p> <p>2. The successful bidder has to ensure that all the required spares and services are available during the period of CMC and 2 years after that period.</p>
Warranty period	The equipments shall be having comprehensive warranty of three years as described in the tender document.

SPECIAL NOTE:

Tenderers are requested to go through the e-Tender guidelines on MCGM portal (<http://mcgm.gov.in>) under Tenders section. All interested vendors, whether already registered or not registered with MCGM, are mandated to get registered with MCGM for e-Tendering process and login Credentials to participate in the Online bidding process on the above-mentioned portal under “e-Procurement” For registration, enrollment for digital signature certificates & user manual, please refer to respective links provided in e-Tendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA’s) licensed by the Controller of Certifying Authorities namely Safescrypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e Mudhra.

1) SPECIAL DIRECTIVES TO THE TENDERERS	<ul style="list-style-type: none"> • 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 bidder/manufacturer shall have adequate experience of successful supply, installation, commissioning & repairs & maintenance of Color Doppler Echocardiography machine during last five years from due date of the tender Experience Certificate shall be uploaded during the submission of the tender (Annexure – 12) • The average annual turnover of the bidder during last three financial years shall be minimum Rs. 44,10,000/- Evidence in the form of certificate issued by Auditor of firm/ Chartered Accountant shall be uploaded during the submission of the tender (PACKET A)
2. VALIDITY	Every tender shall remain open for acceptance for a minimum period of 180 days from the date of opening of tender. Tenders specifying validity less than 180 days shall be rejected outright.
3. SOLVANCY	The tenderer should upload solvency certificate for minimum of Rs. 20 Lacs

CERTIFICATE	from the Nationalized/ Scheduled/ Foreign Bank.The issue date should not be more than 6 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.																				
4 Payment of EMD	<p>The tenderer shall have to pay EMD Rs:-2,52,000/-. (For deposition of DD/BG/SD refer Tender documents for Procurement of Medical Equipments along with Comprehensive/Annual Maintenance Contract)</p> <p>EMD will be accepted either in the form of Demand Draft (DD) or Bank Guarantee (B.G.).The format of the B.G. is to be uploaded in the system as per Annexure 12 in PACKET A. The B.G. shall be valid for 6 month from end date of the tender. The venders having standing deposit with MCGM are exempted from paying EMD. The Scanned copy of valid standing deposit receipt shall be uploaded in PACKET A.</p> <p>The Scan copy of valid Standing Deposit receipts shall uploaded in Packet "A". Exemption from payment of EMD against Standing Deposit certificate applicable for tender amount are as follows:</p> <table border="1" data-bbox="609 888 1463 1115"> <thead> <tr> <th>Sr no</th> <th>Class</th> <th>Estimated amount of the tender (Lacs)</th> <th>Standing Deposit in Lacs</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>A</td> <td>Without Limit</td> <td>7.5</td> </tr> <tr> <td>2</td> <td>B</td> <td>300</td> <td>5.0</td> </tr> <tr> <td>3</td> <td>C</td> <td>200</td> <td>3.0</td> </tr> <tr> <td>4</td> <td>D</td> <td>100</td> <td>1.5</td> </tr> </tbody> </table> <p>The Tenderer registered in MCGM with standing Deposit stated in class B, C & D mentioned above can also participate in this tender by paying the requisite difference between EMD of the tender and standing deposit paid by them. The confirmation of bank guarantee will be obtained from the bank issuing the same and if found Bogus/Forged, the penal action like criminal prosecution including Black listing etc will be initiated. For deposition of DD/BG refer Tender documents for Procurement of Medical Equipments alongwith Comprehensive/Annual Maintenance Contract). The D.D. should be drawn in favor of ‘Municipal Corporation Of Greater Mumbai’ payable at Mumbai.</p>	Sr no	Class	Estimated amount of the tender (Lacs)	Standing Deposit in Lacs	1	A	Without Limit	7.5	2	B	300	5.0	3	C	200	3.0	4	D	100	1.5
Sr no	Class	Estimated amount of the tender (Lacs)	Standing Deposit in Lacs																		
1	A	Without Limit	7.5																		
2	B	300	5.0																		
3	C	200	3.0																		
4	D	100	1.5																		
5. ORDER DETAIL	The user department will place orders.																				
6 DELIVERY	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.																				

7 Affidavit for condition No 13 & Best Rate	The tenderer has to upload an Affidavit in terms of condition No 13 of Articles of Agreement and Best Rate (Annexure-5)
8.	Local Indian (branded) external monitors/cameras/computers and external cables of ISI mark other than that of used for machine shall be allowed instead of original equipment manufacturer of the model quoted.
9	<p>Note :- 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 -8/9)</p> <p>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. However if the value of foreign currencies at the time of supply of consumable items w.r.t. Indian Rupees increases by 25% than on the date of opening of commercial bid in such cases, difference in excess of 25% would be paid to bidder. The rate quoted for consumables to be freezed for 8 years shall not be considered for evaluation and also MCGM is not binding to accept the rates quoted for consumables.</p> <p>Bidders should upload the details in the Packet 'B' regarding the accessories to be imported directly and locally. The payment of main machine will be paid in foreign currency as per tender condition. The local accessories will be paid in Indian rupees.</p> <p>The price quoted should be in one currency for all the items quoted i.e. Equipment, Accessories, CMC/AMC, Turnkey Projects if any etc. failing to which tenders will be rejected. While quoting the prices in Indian rupees and local supply in foreign currency it must be inclusive of all the taxes like VAT, Octroi, C.S.T., Service Tax etc. In case of import supply (where LC is required to be opened by MCGM) taxes such as custom duty, Stamp duty etc will be paid by MCGM. However same will be taken into consideration for evaluation and price comparisons along with AMC/CMC/Indian items/ turnkey work/cost per test (if any) etc.</p> <p>In case of items quoted for local supply, CMC/AMC, turnkey projects, cost per test (if any) in foreign currency, the conversion rate of the foreign currency will be as per the exchange rate on the date of 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/ local supply/ AMC/ CMC /cost per test (if any) 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.</p>
10. Integrity Pact	The bidder must upload in Packet 'A', the agreement of integrity pact as per attached annexure-17 duly signed and stamped on Rs.100/- stamp paper duly notarized and shall submit the original copy of the same in the sealed

	<p>envelope for E.M.D. to be submitted prior to the due date of the tender. The information regarding encoding (i.e. Annexure VI) shall be kept in the same envelope as per profoma given and it should be uploaded during submission of tender in packet 'A'. Only Encode No. and Tender No. shall be mentioned on envelope.</p> <p>If the document is not submitted and uploaded as per procedure mentioned above, the tender shall be treated as Non- Responsive.</p>
11.Grievance Redressal Mechanism	<p>For the Redressal of Grievances, the Grievance Redressal Committee has been formed under the Chairmanship of Shri. Rebello, Retired High Court Justice. The details of 'Grievance Redressal Mechanism' is given in Annexure 18.</p>

Documents to be uploaded in FOLDER “A” and FOLDER “B” as per the order given below.

Sr No	FOLDER “ A ” Description of Document	Sr No	FOLDER “ B ” Description of Document
1	Particulars of the Tenderer (Annexure - 1)	1	Technical Offer (Basic equipment + Standard Accessories) Annexure -7
2	Form of undertaking of Mandatory Conditions (Annexure - 2)	2	Consumables recommended by tenderer Annexure-9
3	Undertaking to be signed by the Tenderer (Annexure -3)	3	Comparisons of tender specification v/s equipment specification (Annexure -10)
4	Declaration by the tenderer regarding eligibility and acceptance of terms and conditions of the tender documents (Annexure - 4)	4	Manufacturing Authorization (Annexure -11)
5	Affidavit for condition No 13 & Best Rate as per the format (Annexure -5)	5	Experience certificate (Annexure-12)
6	Proforma for encoding of the envelope of DD/BG/SD for the payment of EMD (Annexure - 6)	6	CE mark or US FDA approval. with documentary evidence
7	Instructions to the tenderer and Articles of Agreement duly signed (Annexure-14)	7	If import then copy of Valid Import License issued by competent authority in the name of manufacturer / 100% Subsidiary or Importer / Authorized Distributors
8	Signed copy of Tender Document	8	Tenderer shall have to state Local Brands/supply for External Monitor/ Cameras/Computers/ external cable , accessories etc as applicable.
9	Firm/Company/Sanstha Registration Certificates	9	Brochure for quoted model.
10	Solvency Certificate		
11	VAT and CST Registration Certificate as applicable		
12	Pan Card with Photograph		
13	Scan copy of DD/SD/BG (As per Annexure-16) for payment of EMD		
14	C.A.'s certificate for turnover of the tenderer		
15	Valid Registration Certificate under ESIC Act 1948. OR Declaration on Rs. 100/- stamp paper if registration under ESIC Act not applicable.		
16	Valid Registration Certificate under EPF & M Act 1952 if 20 or more		

	workers are on the establishment of Tenderer. OR Declaration on Rs.100/- stamp paper if registration under EPF & M Act 1952 is not applicable in case of workers less than 20 in the establishment.		
17	Form of Integrity Pact (Annexure 17)		
18	Grievance Redressal Mechanism (Annexure 18)		

Note: - ALL THE ABOVE MANDATORY CONDITIONS SHOULD BE STRICTLY ADHERED TO FAILING WHICH THE TENDER WILL BE TREATED AS NON-RESPONSIVE AND NO CORRESPONDENCE WILL BE ENTERTAINED IN THE MATTER.

Tenderer's pertinent attention is being drawn to additional special instructions to the Tenderers as follows:

1. The mandatory documents which are uploaded with bid original of which, if called, shall be produced for verification within 3 days. Also if required, MCGM may ask any clarification /Documents / Additional Documents from the tenderer during the tender process. However if competent authority agrees to accept, the short documents of Packet A and Packet B, the same will be accepted by imposing penalty of Rs.1000 per document.

If the bidder fails to submit the requisite documents within three days from the intimation of this office further period of three days will be granted for submission of documents and if bidder still fails to submit the document within this period he will be treated as nonresponsive and 5% of the EMD will be forfeited.

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

2. **The documents 'Instructions to vendors' and the 'Articles of Agreement of PROCUREMENT OF MEDICAL EQUIPMENTS ALONG WITH COMPREHENSIVE/ANNUAL MAINTENANCE CONTRACT' which are available in e Tendering section of MCGM portal shall be made a part of this tender document. All the tenderer are requested to down load and upload the "Articles of Agreement of Medical Equipments' available at MCGM portal. This is as per the mandatory condition mentioned in the tender.**
3. **Tenderer shall note that if the condition in " Instructions " and "Articles of Agreement PROCUREMENT OF MEDICAL EQUIPMENTS ALONG WITH COMPREHENSIVE/ANNUAL MAINTENANCE CONTRACT" are in variance with the condition contained in the Schedule of specifications and mandatory**

conditions document ,the condition of the Schedule of specifications and mandatory conditions shall prevail.

4.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.

Execution of Written Contract:

Every successful tenderer shall execute separate written contract for each group of items allotted to him, on payment of the requisite charges as may be directed by the competent authority. Also the successful Tenderer shall have to pay Stamp Duty on the contract agreement as per Government Directives

**TENDERER'S FULL SIGNATURE
WITH RUBBER STAMP**

Details of the Item Data:-

Tender No. Dy Ch E/CPD/71/TDR /EE (M&E) of 2013-2014

Item Group No	Description of the Items	Quantity
Item A	Supply Installation and Commissioning of Color Doppler Echocardiography machine for use in Neonates	3 No.
<u>A1</u>	<u>Import Supply</u>	
<u>A2</u>	<u>Local Supply</u>	
Item B	<u>Comprehensive Maintenance Contract (CMC) (Color Doppler Echocardiography machine for use in Neonates)</u> l) Comprehensive Maintenance Contract (CMC) I year	3 Nos.
	m) Comprehensive Maintenance Contract (CMC) II year	3 Nos.
	n) Comprehensive Maintenance Contract (CMC) III year	3 Nos.
	o) Comprehensive Maintenance Contract (CMC) IV year	3 Nos.
	p) Comprehensive Maintenance Contract (CMC) V year	3 Nos.

ANNEXURE -1

Tender No. Dy Ch E/CPD/71/TDR / EE (M&E) of 2013-2014

Bid No.: 7100025194

Particulars about the tenderer- (Specimen copy)

(To be uploaded in Packet 'A')

Following information to be submitted along with tenders (**in Packet '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.

d. Address with Telephone Number of service centre in Mumbai.

5.Total annual turnover in the last Financial Year of tenderer.

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**

ANNEXURE -2

Tender No. **Dy Ch E/CPD/71/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025194

Form of undertaking of Mandatory Conditions

(To be uploaded in Packet 'A')

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 Packet ' 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 contractor's balance bill, B.G. or EMD or any money due to the contractor from Brihan Mumbai Mahanagar Palika.

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 Annual/comprehensive maintenance contract at the cost quoted by the Tenderer whosoever be the distributors/dealers/agents on Annexure - attached at page No. 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 Packet '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.

ANNEXURE -3

Tender No. **Dy Ch E/CPD/71/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025194

Undertaking to be signed by the tenderer

(To be uploaded in Packet 'A')

Name of Equipment:

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.

No.	Full Name	Office Address	Residential Address	Signature
1.				
2.				
3.				

4.				
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ANNEXURE -4

Tender No. **Dy Ch E/CPD/71/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025194

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. undertaking at Annexure - is submitted as a Commitment to provide necessary service as mentioned in tender.
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

Annexure - 5

Tender No. Dy Ch E/CPD/71/TDR / EE (M&E) of 2013-2014

Bid No.: 7100025194

(To be uploaded in Folder 'A')

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

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

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

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

**TENDERER'S FULL SIGNATURE
WITH FULL NAME & RUBBER STAMP**

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

ANNEXURE -6

Tender No. **Dy Ch E/CPD/71/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025194

PROFORMA FOR Encoding of the Envelope for DD/BG/SD of EMD

Demand Draft / BG/SD

1. En Code No:
2. Bank Name:
3. Bank Branch Details:
4. DD / BG 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/BG/SD for EMD should be on letter head of the tenderer.

ANNEXURE -7

Tender No. **Dy Ch E/CPD/71/TDR / EE (M&E) of 2013-2014**
Bid No.: 7100025194

(Technical Offer)

(To be upload in Packet 'B')

Due On : _____
Name of the Equipment: _____

Item Group No	Description of the Items	Quantity
Item A	Supply, Installation, Testing and Commissioning of Color Doppler Echocardiography machine for use in Neonates	03 No.
Make		
Model		

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

Note: Price should NOT be quoted in this Annexure

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE -8

Tender No. **Dy Ch E/CPD/71/TDR / EE (M&E) of 2013-2014**

Bid No.: 710025194

(Technical Offer)

Not Applicable

(To be uploaded in Folder 'B')

ANNEXURE -9

Tender No. **Dy Ch E/CPD/71/TDR / EE (M&E) of 2013-2014**
Bid No.: 7100025194

(Technical Offer)

(To be uploaded in Folder 'B')

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

Item Group No	Items Description in Commercial Bid	Description of the Items	Quantity
Item C	Color Doppler Echocardiography machine for use in Neonates		
1	Consumable 1		01 No.
2	Consumable 2		01 No.
3	Consumable 3		01 No.
4	Consumable 4		01 No.
5	Consumable 5		01 No.
6	Consumable 6		01 No.

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE -10

Tender No. Dy Ch E/CPD/71/TDR / EE (M&E) of 2013-2014

Bid No.: 7100025194

(To be uploaded in Packet B)

COMPARISION OF TENDER SPECIFICATION V/S EQUIPMENT SPECIFICATION

Tenderer should submit information in the following proforma

Item-A

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>) MAKE: MODEL:
To be entered by the tenderer.	To be entered by the tenderer.

Full Signature of the tenderer with
Official Seal & Address

ANNEXURE - 11

Tender No. Dy Ch E/CPD/71/TDR / EE (M&E) of 2013-2014

Bid No.: 7100025194

(To be uploaded in Packet B)

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 shall be uploaded during the submission of Tender.

ANNEXURE -12

Tender No. Dy Ch E/CPD/71/TDR / EE (M&E) of 2013-2014

Bid No.: 7100025194

(To be uploaded in Packet B)

EXPERIENCE CERTIFICATE

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

Experience 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 certificate

NOTE : Experience Certificate should be in the name of Bidder **or** Manufacturer. Scanned copies shall be uploaded in the Packet “B”.

PROFORMA FOR Statement of experience Certificate
(For the period of last five years)
Tender No. Dy Ch E/CPD/71/TDR / EE (M&E) of 2013-2014
Bid No.: 7100025194

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 of 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.If at any time, information furnished is proved to be false or incorrect, the Earnest Money furnished fill be forfeited.

Note:- Experience Certificate should be in a name of the bidder **or** manufacturer.

ANNEXURE -13

Tender No. **Dy Ch E/CPD/71/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025194

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

No. Date:

To,

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

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 hrs on my/our behalf.

Yours faithfully,

Signature of Bidder

Specimen Signature of representative

Note :- Photo ID of Representative is compulsory

Annexure – 14

Tender No. **Dy Ch E/CPD/71/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025194

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 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 period stipulated, the municipal Commissioner/ D.M.C.(C.P.D) / Dean/ Ch.M.S./E.H.O./ Intending Officer shall exercise his discretionary power either :-

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

OR

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

25. Guarantee and repair during the guarantee period The Contractor/s shall for a period of Thirty Six calendar months after the acceptance and satisfactory Installation and commissioning of the equipment, maintain, uphold and keep them in thorough repairs and working order at their own cost and expenses and to the entire satisfaction of the Municipal Commissioner or the Dean/Ch.M.S/E.H.O. or the purchasing Officer, the entire Machinery / Equipment / 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 'Packet 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 'Packet 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.

Annexure – 15

Tender No. **Dy Ch E/CPD/71/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025194

q) 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.

7. 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 the 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 Travenkore
8. State Bank of Indore

(B) NATIONALIZED BANKS

9. Allahabad Bank
10. Andhra Bank
11. Bank of Baroda
12. Bank of India
13. Bank of Maharashtra
14. Central Bank of India
15. Dena Bank
16. Indian Bank

17. Indian Overseas Bank
18. Oriental Bank of commerce
19. Punjab National Bank
20. Punjab & Sind Bank
21. Syndicate Bank
22. Union Bank of India
23. United Bank of India
24. UCO Bank
25. Vijaya Bank
26. Corporation Bank
27. Canara Bank

(C) SCHEDULED COMMERCIAL BANKS

28. Bank of Madura Ltd.
29. Bank of Rajasthan Ltd.
30. Banaras State Bank Ltd.
31. Bharat Overseas Bank Ltd.
32. Catholic Syrian Bank Ltd.
33. City Union Bank Ltd.
34. Development Credit Bank
35. Dhanalakshmi Bank Ltd.
36. Federal Bank Ltd
37. Indus ind Bank Ltd.
38. I.C.I.C.I. Banking Corporation Ltd.
39. Global Trust Bank Ltd.
40. Jammu & Kashmir Bank Ltd.
41. Karnataka Bank Ltd.

42. Karur Vysya Bank Ltd.
43. Laxmi Vilas Bank Ltd
44. Nedungadi Bank Ltd
45. Ratnakar Bank ltd.
46. Sangli Bank Ltd.
47. South Indian Bank Ltd.
48. S.B.I. Commercial & Int. Bank Ltd.
49. Tamil land Mercantile Bank Ltd.
50. United Western Bank Ltd.
51. Vysya Bank Ltd.
52. Axis Bank
53. Kotak Mahindra Bank Ltd

(D) SCHEDULED URBAN CO-OP BANKS

54. Abhyudaya Co-Op. Bank Ltd.
55. Bassein Catholic Co-Op. Bank Ltd
56. Bharat Co-Op. Bank Ltd.
57. Bombay Mercantile Co-Op. Bank Ltd.
58. Cosmos Co-Op. Bank Ltd.
59. Greater Mumbai Co-Op. Bank Ltd.
60. Janata Sahakari Bank Ltd.
61. The Mumbai District Central Co-Op. Bank Ltd.
62. The Maharashtra State Co-Op. Bank
63. New India Co-Op. Bank Ltd.
64. North Canara G.S.B. Co-Op. Bank Ltd.
65. Rupee Co-Op. Bank Ltd.
66. Sangli Urban Co-Op. Bank Ltd.
67. Saraswat Co-Op. Bank Ltd.

68. Shamrao Vitthal Co-Op. Bank Ltd.
69. Mahangar Co-Op. Bank Ltd.
70. Citizen Bank Ltd.
71. Yes Bank
72. Punjab and Maharashtra Co-Op Bank Ltd
73. Thane Janata Sahakari Bank Ltd
(E) FOREIGN BANKS
74. ABN AMRO BANK N.V.
75. American Express Bank Ltd.
76. ANZ Grindlays Bank
77. Bank of America NT & SA
78. Bank of Tokyo Ltd.
79. Banque Indosuez
80. Banque National De Paris
81. Barclays Bank
82. Citi Bank N.A.
83. Hongkong & Shanghai Banking Corporation Ltd.
84. Mitsui Taiyokbe Bank Ltd.
85. Standard Chartered Bank
86. CHO-Hung Bank
87. HDFC Bank
88. IDBI Bank

ANNEXURE – 16

Tender No. **Dy Ch E/CPD/71/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025194

**BANKERS GUARANTEE IN LIEU OF TENDER / EARNEST MONEY DEPOSIT
FOR SUPPLY OF MATERIALS / GOODS**

THIS INDENTURE made this-----day of -----20-----

BETWEEN

THE-----BANK incorporated under the English / Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as ‘ the bank ‘ which expression shall be deemed to include its successors and assigns) of the **FIRST PART** -----

inhabitants carrying on business at -----
-----in Mumbai under the style and Name of Messers-----
----- (hereinafter referred to as ‘ the contractor (s)’ of the **SECOND PART**.

Shri -----THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as ‘ the Commissioner’ which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the **THIRD PART**

AND

THE MUNICIPAL CORPORATION OF GREATER MUMBAI (hereinafter referred to as ‘ the Corporation ‘) of the **FOURTH PART**.

WHEREAS the contractor (s) has / have submitted to the Commissioner tender for the supply of -----of-----
----- department, having tender No.-----, BID No.-----
-----tender amount Rs.----- and the terms of such tender / contract require that the contractor (s) shall deposit with the Commissioner Bankers Guarantee as earnest money deposit and / or the security deposit for a

sum of Rs.------(Rupees-----
--).

AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the contractor (s) will provide that such deposit shall remain with the Commissioner and will be appropriated by the Commissioner towards the Security Deposit to be taken under the contract and be redeemable by the contractor (s) if, (her / they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against him / them thereunder.

AND WHEREAS the contractor (s) is/ are constituent (s) of the Bank and in order to facilitate the keeping of the account of the contractor (s), the Bank with the consent and concurrence of the contractor(s) has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractor (s) depositing with the Commissioner, the said sum, as earnest money and/ or the security as aforesaid.

AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking.

NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractor(s) (hereby testified) undertakes with the Commissioner to pay to the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs.------(Rupees-----
-----) under the terms of the said tender and / or the contract. The Bankers Guarantee is valid upto ----- “Not withstanding anything what has been stated above, our liability under this guarantee, is restricted to Rs.-----only and guarantee shall remain in force upto -----, unless the demand or claim under this guarantee is made on us in writing on or before-----, all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”.

INWITNESS WHEREOF

WITNESS (1) -----

Name and address -----

WITNESS (2) -----

Name and address -----

----- the duly

constituted

Attorney

Manager

The Bank and the said Messrs-----

----- (Name of the Bank)

WITNESS (1) -----

Name and address -----

WITNESS (2) -----

Name and address -----

----- for Messrs-----

(Name of the contractor)

Have here into set their respective hands the day and year first above written.

- 22.1 M.C.G.M. commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- 22.2 The M.C.G.M. undertakes that no employee of the MCGM, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 22.3 M.C.G.M. will during tender process treat all bidders with equity and reason. The M.C.G.M. before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 22.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the MCGM with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the MCGM and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the MCGM the proceedings under the contract would not be stalled.

23. COMMITMENTS OF THE BIDDERS / CONTRACTORS

- 23.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.
- 23.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process or to any MCGM person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 23.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with MCGM for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with MCGM.
- 23.4 The Bidders/ Contractors will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 23.5 The Bidders / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the bidders will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by MCGM as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 23.6 The Bidders/ Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian bidder shall disclose their foreign principals or associates.

- 23.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the MCGM.
- 23.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with MCGM.
- 23.9 The Bidder will promptly inform the Independent External Monitor (of M.C.G.M.) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in M.C.G.M.
- 23.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 23.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the M.C.G.M. or his relatives.
- 23.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.13 The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.
- 2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

24. PREVIOUS TRANSGRESSION

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

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

**16. DISQUALIFICATION FROM TENDER PROCESS AND
EXCLUSION FROM FUTURE CONTRACTS**

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

- 16.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 16.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the M.C.G.M. and M.C.G.M. shall not be required to assign any reasons therefore.
- 16.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 16.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 16.5 If any outstanding payment is due to the Bidder from M.C.G.M. in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 16.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by M.C.G.M. along with interest.

- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the M.C.G.M. resulting from such cancellation / rescission and the M.C.G.M. shall be entitled to deduct the amount so payable from the money due to the Bidder.
1. Forfeiture of Performance Bond in case of a decision by the M.C.G.M. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
 2. The decision of M.C.G.M. to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
 3. The Bidder accepts and undertakes to respect and uphold the absolute right of MCGM to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
 4. To debar the Bidders/ Contractors from participating in future bidding process of M.C.G.M. for a minimum period of three years.
 5. Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

17. **FALL CLAUSE**

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

18. EXTERNAL INDEPENDENT MONITOR / MONITORS

- 6.9 The M.C.G.M. appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 6.10 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.
- 6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.
- 6.8 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.
- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
- 6.6 The MCGM will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.23 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 6.24 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by M.C.G.M./ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- 6.25 The word "IEM" would include both singular and plural.

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

23. VALIDITY OF THE PACT

- 7.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of both the M.C.G.M. and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 7.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the Municipal Commissioner / Additional Municipal Commissioner of the M.C.G.M.

24. FACILITATION OF INVESTIGATION

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

25. MISCELLANEOUS

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

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

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

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

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

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

ANNEXURE – 18
Tender No. Dy Ch E/CPD/71/TDR / EE (M&E) of 2013-2014
Bid No.: 7100025194
GRIEVANCE REDRESSAL MECHANISM

Procuring Entity, M.C.G.M. has formed a Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, may within a period of 7 days or any such other period, as may be specified in the pre-qualification document, bidder registration document or bidding documents make an application for review of such decision or action to procuring entity [Director (M.E.&M.H.) for medical tenders, Director (E.S.&P.) and/or concerned D.M.C. for Engineering Department, concerned D.M.C. for the other tenders]. While making such an application for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

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

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

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

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

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

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

No application shall be maintainable before the Procuring Committee in regard of any decision of the M.C.G.M. relating to following issues:

25. Determination of need of procurement
26. The decision of whether or not to enter into negotiations.
27. Cancellation of a procurement process for certain reasons.

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

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

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

Full Signature of the tenderer with
Official Seal and Address

MUNICIPAL CORPORATION OF GREATER MUMBAI
CENTRAL PURCHASE DEPARTMENT

566, N. M. JOSHI MARG, BYCULLA (WEST), MUMBAI -400 011.

This is e-Tender

Subject: - Supply, Installation, Testing and Commissioning of Colour Doppler Systems for Non-Radiology Single Dept use (Surgery, Medicine, Gynaec, pediatrics, etc) along with Standard Accessories and CMC for various MCGM Hospitals.

Tender Documents

Tender No. Dy Ch E/CPD/72/TDR /EE(M&E) of 2013-2014 Sub:- Supply, Installation, Testing and Commissioning Colour Doppler Systems for Non-Radiology Single Dept use (Surgery, Medicine, Gynaec, pediatrics, etc) for various MCGM Hospitals. Bid No.: 7100025196	Due on: 02/01/2014 At 16:00 hrs
Earnest Money Deposit (EMD): - Rs.:- 7,70,000/-	

Item No	Description: -
Item :- A	<p>Color Doppler system for Non-Radiology Dept</p> <ol style="list-style-type: none">1. System should have a fully digital beam former platform2. System should have abdominal, obs. /gyn., small parts, musculoskeletal, vascular, endocavity, adult cardiac, pediatric cardiac, TCD applications.3. System must have a frequency compounding facility. Other equivalent technology can be offered.4. System should have a 2 D, M-mode, colour flow, PW, CW, steerable CW and directional colour power angio facility.5. System should have minimum 2500 digitally processed channels6. System should have minimum 250 frames per second.7. The system should support broadband phased, linear array and convex array transducer technologies.8. Real time triplex imaging.9. 15" high resolution non-interlaced LCD monitor with articulating arm and tilt and swivel facilities.10. The system should have a maximum display depth of at least 30cms and minimum display depth of 2cms or less.11. System should have a high dynamic range, more than 150 dB.12. System should provide a technique that automatically maintains optional angle to flow and assists in delivering accurate and consistent Doppler velocity measurement.

	<p>13. System should support tissue harmonic imaging in phased array, convex array, linear array probes.</p> <p>14. System should have minimum 3 active transducer connector ports.</p> <p>15. System should have more than 150 GB hard disc drive.</p> <p>16. Fully functional measurement facility and calculation should be possible for all applications and with digital calipers for distance, area, volume, circumference and Doppler waveform parameter measurement.</p> <p>17. Cine loop of minimum 700 frames.</p> <p>18. The system should be provided with image processing (edge enhancement, persistence) Image optimization (rotation, pan, zoom) both in real time and frozen image and have an adjustable transmit focus.</p> <p>19. Image reverse and invert facility (up-down, right-left)</p> <p>20. The system should have auto annotations.</p> <p>21. The system should provide a colour Doppler PRF range of 75-15000 Hz</p> <p>22. Doppler sample volume size should be adjustable from 0.5-5mm</p> <p>23. Dual image modes should be available with all transducers.</p> <p>24. The endocavitary transducer should have a wide angle of at least 170 degrees.</p> <p>25. Controls for gain compensation (TGC-slide pot control) variable power, dynamic range and overall gain control.</p> <p>26. Extended field of view imaging.</p> <p>27. Thumbnail review and edit images, loops and reports.</p> <p>28. Patients ID display</p> <p>29. Alphanumeric keyboard with track ball.</p> <p>30. System should have fast startup to scanning 60 seconds.</p> <p>31. DICOM 3 ready system.</p> <p>32. On-board image management should have facility to</p> <ol style="list-style-type: none"> a) Direct digital storage of single and loops of B/W and colour images to hard disc and integrated CD/DVD writer. b) Print patient report and images directly on paper printer/ thermal printer through USB connector. <p>33. Suitable online UPS.</p>
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Item :- B	Probes:		
	All probes must be integrated and functional with any required software to enable optimal functioning given as standard.		
	Dept	Probe	Quantity
	Surgery Dept	i) Broadband curved array transducer (2-6 MHz)	1 No.
		ii) Broadband linear probe (5-11 MHz)	1 No.

	OBGY Dept:	i) Broadband curved array transducer (2-6 MHz)	1 No.
		1 Endocavitary (transvaginal) probe (4-9 MHz)	1 No.
	Medical Dept	i) Broadband curved array transducer (2-6 MHz)	1 No.
		ii) Broadband linear probe (5-11 MHz)	1 No.
		iii) Adult cardiac phased array probe (2-4 MHz)	1 No.
	Pediatric Dept	i) Broadband linear probe (5-11 MHz) with small footprint.	1 No.
	ii) Pediatric cardiac phased array probe (4-7 MHz) with small footprint.	1 No.	
<u>GENERAL REQUIREMENTS</u>	<p>1) All the above equipments shall be new and manufactured from virgin materials. All the requirements of this supply shall be sourced from the original equipment manufacturer of the model quoted. In case the machine is imported one no import substitution is permitted neither before the award nor after the award for any part or accessory. "Third party inspection certificate should be applied from the port of origin of shipping of equipment (from the parent companies country of origin).</p> <p>2) Equipment shall operate on 230 V, 50 Hz, and single-phase electric supply. The necessary protective relaying / circuitry shall be there with the machines. The mains supply voltage variation may be max.±15% and frequency variation max.±3 %.</p> <p>3) The equipments shall have valid CE mark / US FDA approval and documentary evidence to that effect shall be uploaded.</p> <p>4) The equipments shall be having warranty of three years as described in the tender document elsewhere. The warranty and CMC shall cover the list of the spare parts and the rate of which valid for total 8 years (warranty 3 years and CMC 5 years) irrespective of whether those are treated as consumables or otherwise.</p> <p>5) The equipments should be provided with one hard copy in original of the detailed service manual and operation manual. Further, a soft copy is also required.</p> <p>6) The equipment must be tropicalized as below: Operating room temperature : upto 40° C Storage room temperature : upto 55° C Relative Humidity : upto 90% Non-condensing</p> <p>7) Among the other things, the responsiveness of the bid will be based on successful demonstration of the offered model of the equipments to MCGM officials as</p>		

	<p>mentioned elsewhere in the tender specifications.</p> <p>8) The bidder has to submit users list with address & contact telephone number/s.</p> <p>9) Prospective tenderers should have a full-fledged and well-established service centre in Mumbai with engineers qualified in servicing of Color Doppler System. Please provide details of the same in Annexure - 1.</p> <p>10) Training to Medico Electronics Cell Engineers from servicing point of view and to User department from operating point of view.</p>
Item : C	<p><u>Comprehensive Maintenance Contract (CMC) (For 11 Nos. Colour Doppler Systems for Non-Radiology Single Dept use (Surgery, Medicine, Gynaec, pediatrics, etc) with accessories per year)</u></p> <p>1. After the comprehensive warranty period is over, five years Comprehensive Maintenance Contract (CMC) will have to be entered into with the terms and conditions mentioned in the tender documents during execution of work contract for the period of 8 years.</p> <p>2. The successful bidder has to ensure that all the required spares and services are available during the period of CMC and 2 years after that period.</p>
Warranty period	The equipments shall be having comprehensive warranty of three years as described in the tender document.

SPECIAL NOTE:

Tenderers are requested to go through the e-Tender guidelines on MCGM portal (<http://mcm.gov.in>) under Tenders section. All interested vendors, whether already registered or not registered with MCGM, are mandated to get registered with MCGM for e-Tendering process and login Credentials to participate in the Online bidding process on the above-mentioned portal under “e-Procurement” For registration, enrollment for digital signature certificates & user manual, please refer to respective links provided in e-Tendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA’s) licensed by the Controller of Certifying Authorities namely Safescrypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e Mudhra.

1) SPECIAL DIRECTIVES TO THE TENDERERS	<ul style="list-style-type: none"> • 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 bidder/manufacturer shall have adequate experience of successful supply, installation, commissioning & repairs & maintenance of
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	<p>Color Doppler System during last five years from due date of the tender Experience Certificate shall be uploaded during the submission of the tender (Annexure – 12)</p> <ul style="list-style-type: none"> The average annual turnover of the bidder during last three financial years shall be minimum Rs. 1,34,75,000/- Evidence in the form of certificate issued by Auditor of firm/ Chartered Accountant shall be uploaded during the submission of the tender (PACKET A) 																				
<p>2. VALIDITY</p>	<p>Every tender shall remain open for acceptance for a minimum period of 180 days from the date of opening of tender. Tenders specifying validity less than 180 days shall be rejected outright.</p>																				
<p>3. SOLVANCY CERTIFICATE</p>	<p>The tenderer should upload solvency certificate for minimum of Rs. 30 Lacs from the Nationalized/ Scheduled/ Foreign Bank. The issue date should not be more than 6 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.</p>																				
<p>4 Payment of EMD</p>	<p>The tenderer shall have to pay EMD Rs:-7,70,000/-. (For deposition of DD/BG/SD refer Tender documents for Procurement of Medical Equipments along with Comprehensive/Annual Maintenance Contract) EMD will be accepted either in the form of Demand Draft (DD) or Bank Guarantee (B.G.). The format of the B.G. is to be uploaded in the system as per Annexure 12 in PACKET A. The B.G. shall be valid for 6 month from end date of the tender. The venders having standing deposit with MCGM are exempted from paying EMD. The Scanned copy of valid standing deposit receipt shall be uploaded in PACKET A.</p> <p>The Scan copy of valid Standing Deposit receipts shall uploaded in Packet “A”. Exemption from payment of EMD against Standing Deposit certificate applicable for tender amount are as follows:</p> <table border="1" data-bbox="609 1367 1463 1598"> <thead> <tr> <th>Sr no</th> <th>Class</th> <th>Estimated amount of the tender (Lacs)</th> <th>Standing Deposit in Lacs</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>A</td> <td>Without Limit</td> <td>7.5</td> </tr> <tr> <td>2</td> <td>B</td> <td>300</td> <td>5.0</td> </tr> <tr> <td>3</td> <td>C</td> <td>200</td> <td>3.0</td> </tr> <tr> <td>4</td> <td>D</td> <td>100</td> <td>1.5</td> </tr> </tbody> </table> <p>The Tenderer registered in MCGM with standing Deposit stated in class B, C & D mentioned above can also participate in this tender by paying the requisite difference between EMD of the tender and standing deposit paid by them. The confirmation of bank guarantee will be obtained from the bank issuing the same and if found Bogus/Forged, the penal action like criminal prosecution including Black listing etc will be initiated. For deposition of DD/BG refer Tender documents for Procurement of Medical Equipments</p>	Sr no	Class	Estimated amount of the tender (Lacs)	Standing Deposit in Lacs	1	A	Without Limit	7.5	2	B	300	5.0	3	C	200	3.0	4	D	100	1.5
Sr no	Class	Estimated amount of the tender (Lacs)	Standing Deposit in Lacs																		
1	A	Without Limit	7.5																		
2	B	300	5.0																		
3	C	200	3.0																		
4	D	100	1.5																		

	alongwith Comprehensive/Annual Maintenance Contract). The D.D. should be drawn in favor of ‘Municipal Corporation Of Greater Mumbai’ payable at Mumbai.
5. ORDER DETAIL	The user department will place orders.
6. DELIVERY	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.
7 Affidavit for condition No 13 & Best Rate	The tenderer has to upload an Affidavit in terms of condition No 13 of Articles of Agreement and Best Rate (Annexure-5)
8.	Local Indian (branded) external monitors/cameras/computers and external cables of ISI mark other than that of used for machine shall be allowed instead of original equipment manufacturer of the model quoted.
9	<p>Note :- 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 – 8/9)</p> <p>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. However if the value of foreign currencies at the time of supply of consumable items w.r.t. Indian Rupees increases by 25% than on the date of opening of commercial bid in such cases, difference in excess of 25% would be paid to bidder. The rate quoted for consumables to be freezed for 8 years shall not be considered for evaluation and also MCGM is not binding to accept the rates quoted for consumables.</p> <p>Bidders should upload the details in the Packet ‘B’ regarding the accessories to be imported directly and locally. The payment of main machine will be paid in foreign currency as per tender condition.</p> <p>The local accessories will be paid in Indian rupees.</p> <p>The price quoted should be in one currency for all the items quoted i.e. Equipment, Accessories, CMC/AMC, Turnkey Projects if any etc. failing to which tenders will be rejected. While quoting the prices in Indian rupees and local supply in foreign currency it must be inclusive of all the taxes like VAT, Octroi, C.S.T., Service Tax etc. In case of import supply (where LC is required to be opened by MCGM) taxes such as custom duty, Stamp duty etc will be paid by MCGM. However same will be taken into consideration for evaluation and price comparisons along with AMC/CMC/Indian items/ turnkey work/cost per test (if any) etc.</p>

	<p>In case of items quoted for local supply, CMC/AMC, turnkey projects, cost per test (if any) in foreign currency, the conversion rate of the foreign currency will be as per the exchange rate on the date of 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/ local supply/ AMC/ CMC /cost per test (if any) 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.</p>
<p>10. Integrity Pact</p>	<p>The bidder must upload in Packet 'A', the agreement of integrity pact as per attached annexure-17 duly signed and stamped on Rs.100/- stamp paper duly notarized and shall submit the original copy of the same in the sealed envelope for E.M.D. to be submitted prior to the due date of the tender. The information regarding encoding (i.e. Annexure VI) shall be kept in the same envelope as per profoma given and it should be uploaded during submission of tender in packet 'A'. Only Encode No. and Tender No. shall be mentioned on envelope.</p> <p>If the document is not submitted and uploaded as per procedure mentioned above, the tender shall be treated as Non- Responsive.</p>
<p>11.Grievance Redressal Mechanism</p>	<p>For the Redressal of Grievances, the Grievance Redressal Committee has been formed under the Chairmanship of Shri. Rebello, Retired High Court Justice. The details of 'Grievance Redressal Mechanism' is given in Annexure 18.</p>

Documents to be uploaded in FOLDER “A” and FOLDER “B” as per the order given below.

Sr No	FOLDER “ A ” Description of Document	Sr No	FOLDER “ B ” Description of Document
1	Particulars of the Tenderer (Annexure – 1)	1	Technical Offer (Basic equipment + Standard Accessories) Annexure -7
2	Form of undertaking of Mandatory Conditions (Annexure – 2)	2	Consumables recommended by tenderer Annexure-9
3	Undertaking to be signed by the Tenderer (Annexure -3)	3	Comparisons of tender specification v/s equipment specification (Annexure -10)
4	Declaration by the tenderer regarding eligibility and acceptance of terms and conditions of the tender documents (Annexure – 4)	4	Manufacturing Authorization (Annexure -11)
5	Affidavit for condition No 13 & Best Rate as per the format (Annexure -5)	5	Experience certificate (Annexure-12)
6	Proforma for encoding of the envelope of DD/BG/SD for the payment of EMD (Annexure – 6)	6	CE mark or US FDA approval. With documentary evidence
7	Instructions to the tenderer and Articles of Agreement duly signed (Annexure-14)	7	If import then copy of Valid Import License issued by competent authority in the name of manufacturer / 100% Subsidiary or Importer / Authorized Distributors
8	Signed copy of Tender Document	8	Tenderer shall have to state Local Brands/supply for External Monitor/ Cameras/Computers/ external cable, accessories etc as applicable.
9	Firm/Company/Sanstha Registration Certificates	9	Brochure for quoted model.
10	Solvency Certificate		
11	VAT and CST Registration Certificate as applicable		
12	Pan Card with Photograph		
13	Scan copy of DD/SD/BG (As per Annexure-16) for payment of EMD		
14	C.A.’s certificate for turnover of the tenderer		
15	Valid Registration Certificate under ESIC Act 1948. OR Declaration on Rs. 100/- stamp paper if registration under ESIC Act not applicable.		
16	Valid Registration Certificate under EPF & M Act 1952 if 20 or more		

	workers are on the establishment of Tenderer. OR Declaration on Rs.100/- stamp paper if registration under EPF & M Act 1952 is not applicable in case of workers less than 20 in the establishment.		
17	Form of Integrity Pact (Annexure 17)		
18	Grievance Redressal Mechanism (Annexure 18)		

Note:- ALL THE ABOVE MANDATORY CONDITIONS SHOULD BE STRICTLY ADHERED TO FAILING WHICH THE TENDER WILL BE TREATED AS NON-RESPONSIVE AND NO CORRESPONDENCE WILL BE ENTERTAINED IN THE MATTER.

Tenderer's pertinent attention is being drawn to additional special instructions to the Tenderers as follows:

1. The mandatory documents which are uploaded with bid original of which, if called, shall be produced for verification within 3 days. Also if required, MCGM may ask any clarification /Documents / Additional Documents from the tenderer during the tender process. However if competent authority agrees to accept, the short documents of Packet A and Packet B, the same will be accepted by imposing penalty of Rs.1000 per document. If the bidder fails to submit the requisite documents within three days from the intimation of this office further period of three days will be granted for submission of documents and if bidder still fails to submit the document within this period he will be treated as nonresponsive and 5% of the EMD will be forfeited. 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.
2. The documents '**Instructions to vendors**' and the '**Articles of Agreement of PROCUREMENT OF MEDICAL EQUIPMENTS ALONG WITH COMPREHENSIVE/ANNUAL MAINTENANCE CONTRACT**' which are available in e Tendering section of MCGM portal shall be made a part of this tender document. All the tenderer are requested to down load and upload the "Articles of Agreement of Medical Equipments" available at MCGM portal. This is as per the mandatory condition mentioned in the tender.
3. Tenderer shall note that if the condition in " Instructions " and "Articles of Agreement PROCUREMENT OF MEDICAL EQUIPMENTS ALONG WITH COMPREHENSIVE/ANNUAL MAINTENANCE CONTRACT" are in variance with the condition contained in the Schedule of specifications and mandatory

conditions document ,the condition of the Schedule of specifications and mandatory conditions shall prevail.

- 4. 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.**

Execution of Written Contract:

Every successful tenderer shall execute separate written contract for each group of items allotted to him, on payment of the requisite charges as may be directed by the competent authority. Also the successful Tenderer shall have to pay Stamp Duty on the contract agreement as per Government Directives

**TENDERER'S FULL SIGNATURE
WITH RUBBER STAMP**

Details of the Item Data:-

Tender No. Dy Ch E/CPD/ /TDR /EE (M&E) of 2013-2014

Item Group No	Description of the Items	Quantity
Item A	Supply Installation and Commissioning of Colour Doppler Systems for Non-Radiology Single Dept use (Surgery, Medicine, Gynaec, pediatrics, etc)excluding transducers.	11 Nos
<u>A1</u>	<u>Import Supply</u>	
<u>A2</u>	<u>Local Supply</u>	
Item Group	Description of transducers	Quantity
Item B		
1	Broadband curved array transducer (2-6 MHz)	10 Nos
2	Broadband linear transducer (5-11 MHz)	5 Nos
3	Endocavitary (transvaginal) transducer (4-9 MHz)	6 Nos
4	Adult cardiac phased array transducer(2-4 MHz)	3 Nos
5	Pediatric cardiac phased array probe (4-7 MHz) with small footprint	1 No.
Item C	<u>Comprehensive Maintenance Contract (CMC)</u> Colour Doppler Systems for Non-Radiology Single Dept use (Surgery, Medicine, Gynaec, pediatrics, etc)	11 Nos.
	1.Comprehensive Maintenance Contract (CMC) I year	
	2.Comprehensive Maintenance Contract (CMC) II year	11 Nos.
	3.Comprehensive Maintenance Contract (CMC) III year	11 Nos.
	4.Comprehensive Maintenance Contract (CMC) IV year	11 Nos.
	5.Comprehensive Maintenance Contract (CMC) V year	11 Nos.

ANNEXURE -1

Tender No. Dy Ch E/CPD/72/TDR / EE (M&E) of 2013-2014

Bid No.: 7100025196

Particulars about the tenderer- (Specimen copy)

(To be uploaded in Packet 'A')

Following information to be submitted along with tenders (**in Packet '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.

d. Address with Telephone Number of service centre in Mumbai.

5.Total annual turnover in the last Financial Year of tenderer.

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**

ANNEXURE -2

Tender No. **Dy Ch E/CPD/72/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025196

Form of undertaking of Mandatory Conditions

(To be uploaded in Packet 'A')

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 Packet ' 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 contractor's balance bill, B.G. or EMD or any money due to the contractor from Brihan Mumbai Mahanagar Palika.

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 Annual/comprehensive maintenance contract at the cost quoted by the Tenderer whosoever be the distributors/dealers/agents on Annexure - attached at page No. 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 Packet '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.

ANNEXURE -3

Tender No. **Dy Ch E/CPD/72/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025196

Undertaking to be signed by the tenderer

(To be uploaded in Packet 'A')

Name of Equipment:

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.

No.	Full Name	Office Address	Residential Address	Signature
1.				
2.				
3.				

4.				
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ANNEXURE -4

Tender No. **Dy Ch E/CPD/72/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025196

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. undertaking at Annexure - is submitted as a Commitment to provide necessary service as mentioned in tender.
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

Annexure - 5

Tender No. Dy Ch E/CPD/72/TDR / EE (M&E) of 2013-2014

Bid No.: 7100025196

(To be uploaded in Folder 'A')

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

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

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

In case, if the explanation submitted by me/us is unsatisfactory then action as stated above

including forfeiture of deposit & blacklisting may be taken against me/us.

**TENDERER'S FULL SIGNATURE
WITH FULL NAME & RUBBER STAMP**

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

ANNEXURE -6

Tender No. **Dy Ch E/CPD/72/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025196

PROFORMA FOR Encoding of the Envelope for DD/BG/SD of EMD

Demand Draft / BG/SD

1. En Code No:
2. Bank Name:
3. Bank Branch Details:
4. DD / BG 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/BG/SD for EMD should be on letter head of the tenderer.

ANNEXURE -7

Tender No. **Dy Ch E/CPD/72/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025196

(Technical Offer)

(To be upload in Packet 'B')

Due On : _____

Name of the Equipment: _____

Item Group No	Description of the Items	Quantity
Item A	Supply Installation and Commissioning of Colour Doppler Systems for Non-Radiology Single Dept use (Surgery, Medicine, Gynaec, pediatrics, etc)excluding transducers	11 Nos
<u>A1</u>	<u>Import Supply</u>	
<u>A2</u>	<u>Local Supply</u>	
Item Group	Description of transducers	Quantity
Item B		
1	Broadband curved array transducer (2-6 MHz)	10 Nos
2	Broadband linear transducer (5-11 MHz)	5 Nos
3	Endocavitary (transvaginal) transducer (4-9 MHz)	6 Nos
4	Adult cardiac phased array transducer(2-4 MHz)	3 Nos
5	Pediatric cardiac phased array probe (4-7 MHz) with small footprint	1 No.
Item C	<u>Comprehensive Maintenance Contract (CMC)</u> Colour Doppler Systems for Non-Radiology Single Dept use (Surgery, Medicine, Gynaec, pediatrics, etc)	11 Nos.
	1) Comprehensive Maintenance Contract (CMC) I year	
	2) Comprehensive Maintenance Contract (CMC) II year	11 Nos.
	3) Comprehensive Maintenance Contract (CMC) III year	11 Nos.
	4) Comprehensive Maintenance Contract (CMC) IV year	11 Nos.
	5) Comprehensive Maintenance Contract (CMC) V year	11 Nos.
Make		

Model		
--------------	--	--

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

Note: Price should NOT be quoted in this Annexure

Full signature of the Tenderer
With Official Seal and
Address

ANNEXURE -8

Tender No. **Dy Ch E/CPD/72/TDR / EE (M&E) of 2013-2014**

Bid No.: 710025196

(Technical Offer)

Not Applicable

(To be uploaded in Folder 'B')

ANNEXURE -9

Tender No. **Dy Ch E/CPD/72/TDR / EE (M&E) of 2013-2014**
Bid No.: 7100025196

(Technical Offer)

(To be uploaded in Folder 'B')

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

Item Group No	Items Description in Commercial Bid	Description of the Items	Quantity
Item C	Colour Doppler Systems for Non-Radiology Single Dept use (Surgery, Medicine, Gynaec, pediatrics, etc)		
1	Consumable 1		01 No.
2	Consumable 2		01 No.
3	Consumable 3		01 No.
4	Consumable 4		01 No.
5	Consumable 5		01 No.
6	Consumable 6		01 No.

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE -10

**Tender No. Dy Ch E/CPD/72/TDR / EE (M&E) of 2013-2014
Bid No.: 7100025196**

(To be uploaded in Packet B)

COMPARISION OF TENDER SPECIFICATION V/S EQUIPMENT SPECIFICATION

Tenderer should submit information in the following proforma

Item-A

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>) MAKE: MODEL:
To be entered by the tenderer.	To be entered by the tenderer.

Full Signature of the tenderer with
Official Seal & Address

ANNEXURE - 11

Tender No. Dy Ch E/CPD/72/TDR / EE (M&E) of 2013-2014

Bid No.: 7100025196

(To be uploaded in Packet B)

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 shall be uploaded during the submission of Tender.

ANNEXURE -12

**Tender No. Dy Ch E/CPD/72/TDR / EE (M&E) of 2013-2014
Bid No.: 7100025196**

(To be uploaded in Packet B)

EXPERIENCE CERTIFICATE

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

Experience 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 certificate

NOTE : Experience Certificate should be in the name of Bidder **or** Manufacturer. Scanned copies shall be uploaded in the Packet “B”.

PROFORMA FOR Statement of experience Certificate
 (For the period of last five years)
 Tender No. **Dy Ch E/CPD/72/TDR / EE (M&E) of 2013-2014**
Bid No.: 7100025196

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 of 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.If at any time, information furnished is proved to be false or incorrect, the Earnest Money furnished fill be forfeited.

Note:- Experience Certificate should be in a name of the bidder or manufacturer.

ANNEXURE -13

Tender No. **Dy Ch E/CPD/72/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025196

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

No. Date:

To,

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

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 hrs on my/our behalf.

Yours faithfully,

Signature of Bidder

Specimen Signature of representative

Note :- Photo ID of Representative is compulsory

Annexure – 14

Tender No. **Dy Ch E/CPD/72/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025196

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 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 period stipulated, the municipal Commissioner/ D.M.C.(C.P.D) / Dean/ Ch.M.S./E.H.O./ Intending Officer shall exercise his discretionary power either :-

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

OR

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

25. Guarantee and repair during the guarantee period The Contractor/s shall for a period of Thirty Six calendar months after the acceptance and satisfactory Installation and commissioning of the equipment, maintain, uphold and keep them in thorough repairs and working order at their own cost and expenses and to the entire satisfaction of the Municipal Commissioner or the Dean/Ch.M.S/E.H.O. or the purchasing Officer, the entire Machinery / Equipment / 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 'Packet 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 'Packet 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 _____

Two Thousand _____ in the presence of

1) _____

2) _____

S E A L

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

Witness _____

Municipal Secretary _____

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

Annexure – 15

Tender No. **Dy Ch E/CPD/72/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025196

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.

8. 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 the 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 Travenkore
8. State Bank of Indore

(B) NATIONALIZED BANKS

9. Allahabad Bank
10. Andhra Bank
11. Bank of Baroda
12. Bank of India
13. Bank of Maharashtra
14. Central Bank of India
15. Dena Bank
16. Indian Bank
17. Indian Overseas Bank

18. Oriental Bank of commerce
19. Punjab National Bank
20. Punjab & Sind Bank
21. Syndicate Bank
22. Union Bank of India
23. United Bank of India
24. UCO Bank
25. Vijaya Bank
26. Corporation Bank
27. Canara Bank

(C) SCHEDULED COMMERCIAL BANKS

28. Bank of Madura Ltd.
29. Bank of Rajasthan Ltd.
30. Banaras State Bank Ltd.
31. Bharat Overseas Bank Ltd.
32. Catholic Syrian Bank Ltd.
33. City Union Bank Ltd.
34. Development Credit Bank
35. Dhanalakshmi Bank Ltd.
36. Federal Bank Ltd
37. Indus ind Bank Ltd.
38. I.C.I.C.I. Banking Corporation Ltd.
39. Global Trust Bank Ltd.
40. Jammu & Kashmir Bank Ltd.
41. Karnataka Bank Ltd.
42. Karur Vysya Bank Ltd.

43. Laxmi Vilas Bank Ltd
44. Nedungadi Bank Ltd
45. Ratnakar Bank Ltd.
46. Sangli Bank Ltd.
47. South Indian Bank Ltd.
48. S.B.I. Commercial & Int. Bank Ltd.
49. Tamil land Mercantile Bank Ltd.
50. United Western Bank Ltd.
51. Vysya Bank Ltd.
52. Axis Bank
53. Kotak Mahindra Bank Ltd

(D) SCHEDULED URBAN CO-OP BANKS

54. Abhyudaya Co-Op. Bank Ltd.
55. Bassein Catholic Co-Op. Bank Ltd
56. Bharat Co-Op. Bank Ltd.
57. Bombay Mercantile Co-Op. Bank Ltd.
58. Cosmos Co-Op. Bank Ltd.
59. Greater Mumbai Co-Op. Bank Ltd.
60. Janata Sahakari Bank Ltd.
61. The Mumbai District Central Co-Op. Bank Ltd.
62. The Maharashtra State Co-Op. Bank
63. New India Co-Op. Bank Ltd.
64. North Canara G.S.B. Co-Op. Bank Ltd.
65. Rupee Co-Op. Bank Ltd.
66. Sangli Urban Co-Op. Bank Ltd.
67. Saraswat Co-Op. Bank Ltd.
68. Shamrao Vitthal Co-Op. Bank Ltd.

69. Mahangar Co-Op. Bank Ltd.
 70. Citizen Bank Ltd.
 71. Yes Bank
 72. Punjab and Maharashtra Co-Op Bank Ltd
 73. Thane Janata Sahakari Bank Ltd
- (E) FOREIGN BANKS
74. ABN AMRO BANK N.V.
 75. American Express Bank Ltd.
 76. ANZ Grindlays Bank
 77. Bank of America NT & SA
 78. Bank of Tokyo Ltd.
 79. Banque Indosuez
 80. Banque National De Paris
 81. Barclays Bank
 82. Citi Bank N.A.
 83. Hongkong & Shanghai Banking Corporation Ltd.
 84. Mitsui Taiyokbe Bank Ltd.
 85. Standard Chartered Bank
 86. CHO-Hung Bank
 87. HDFC Bank
 88. IDBI Bank

ANNEXURE – 16

Tender No. **Dy Ch E/CPD/72/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025196

**BANKERS GUARANTEE IN LIEU OF TENDER / EARNEST MONEY DEPOSIT
FOR SUPPLY OF MATERIALS / GOODS**

THIS INDENTURE made this-----day of -----20-----

BETWEEN

THE-----BANK incorporated under the English / Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as ‘ the bank ‘ which expression shall be deemed to include its successors and assigns) of the **FIRST PART** -----

inhabitants carrying on business at -----
-----in Mumbai under the style and Name of Messers-----
----- (hereinafter referred to as ‘ the contractor (s)’ of the **SECOND PART**.

Shri -----THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as ‘ the Commissioner’ which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the **THIRD PART**

AND

THE MUNICIPAL CORPORATION OF GREATER MUMBAI (hereinafter referred to as ‘ the Corporation ‘) of the **FOURTH PART**.

WHEREAS the contractor (s) has / have submitted to the Commissioner tender for the supply of -----of-----
----- department, having tender No.-----, BID No.-----
-----tender amount Rs.----- and the terms of such tender / contract require that the contractor (s) shall deposit with the Commissioner Bankers Guarantee as earnest money deposit and / or the security deposit for a

sum of Rs.------(Rupees-----
--).

AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the contractor (s) will provide that such deposit shall remain with the Commissioner and will be appropriated by the Commissioner towards the Security Deposit to be taken under the contract and be redeemable by the contractor (s) if, (her / they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against him / them thereunder.

AND WHEREAS the contractor (s) is/ are constituent (s) of the Bank and in order to facilitate the keeping of the account of the contractor (s), the Bank with the consent and concurrence of the contractor(s) has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractor (s) depositing with the Commissioner, the said sum, as earnest money and/ or the security as aforesaid.

AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking.

NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractor(s) (hereby testified) undertakes with the Commissioner to pay to the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs.------(Rupees-----
-----) under the terms of the said tender and / or the contract. The Bankers Guarantee is valid upto ----- “Not withstanding anything what has been stated above, our liability under this guarantee, is restricted to Rs.-----only and guarantee shall remain in force upto -----, unless the demand or claim under this guarantee is made on us in writing on or before-----, all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”.

INWITNESS WHEREOF

WITNESS (1) -----

Name and address -----

WITNESS (2) -----

Name and address -----

----- the duly

constituted

Attorney

Manager

The Bank and the said Messrs-----

----- (Name of the Bank)

WITNESS (1) -----

Name and address -----

WITNESS (2) -----

Name and address -----

----- for Messrs-----

(Name of the contractor)

Have here into set their respective hands the day and year first above written.

- 27.1 M.C.G.M. commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- 27.2 The M.C.G.M. undertakes that no employee of the MCGM, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 27.3 M.C.G.M. will during tender process treat all bidders with equity and reason. The M.C.G.M. before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 27.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the MCGM with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the MCGM and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the MCGM the proceedings under the contract would not be stalled.

28. COMMITMENTS OF THE BIDDERS / CONTRACTORS

- 28.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.
- 28.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process or to any MCGM person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 28.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with MCGM for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with MCGM.
- 28.4 The Bidders/ Contractors will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 28.5 The Bidders / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the bidders will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by MCGM as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 28.6 The Bidders/ Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian bidder shall disclose their foreign principals or associates.

- 28.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the MCGM.
- 28.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with MCGM.
- 28.9 The Bidder will promptly inform the Independent External Monitor (of M.C.G.M.) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in M.C.G.M.
- 28.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 28.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the M.C.G.M. or his relatives.
- 28.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.13 The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.
- 2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

29. PREVIOUS TRANSGRESSION

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

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

19. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

- 19.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 19.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the M.C.G.M. and M.C.G.M. shall not be required to assign any reasons therefore.
- 19.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 19.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 19.5 If any outstanding payment is due to the Bidder from M.C.G.M. in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 19.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by M.C.G.M. along with interest.

- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the M.C.G.M. resulting from such cancellation / rescission and the M.C.G.M. shall be entitled to deduct the amount so payable from the money due to the Bidder.
6. Forfeiture of Performance Bond in case of a decision by the M.C.G.M. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
7. The decision of M.C.G.M. to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
8. The Bidder accepts and undertakes to respect and uphold the absolute right of MCGM to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
9. To debar the Bidders/ Contractors from participating in future bidding process of M.C.G.M. for a minimum period of three years.
10. Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

20. **FALL CLAUSE**

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

21. EXTERNAL INDEPENDENT MONITOR / MONITORS

- 6.11 The M.C.G.M. appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 6.12 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.
- 6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.
- 6.9 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.
- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
- 6.6 The MCGM will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.27 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 6.28 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by M.C.G.M./ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- 6.29 The word "IEM" would include both singular and plural.

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

27. VALIDITY OF THE PACT

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

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

28. FACILITATION OF INVESTIGATION

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

29. MISCELLANEOUS

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

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

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

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

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

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

ANNEXURE – 18
Tender No. Dy Ch E/CPD/72/TDR / EE (M&E) of 2013-2014
Bid No.: 7100025196
GRIEVANCE REDRESSAL MECHANISM

Procuring Entity, M.C.G.M. has formed a Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, may within a period of 7 days or any such other period, as may be specified in the pre-qualification document, bidder registration document or bidding documents make an application for review of such decision or action to procuring entity [Director (M.E.&M.H.) for medical tenders, Director (E.S.&P.) and/or concerned D.M.C. for Engineering Department, concerned D.M.C. for the other tenders]. While making such an application for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

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

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

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

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

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

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

No application shall be maintainable before the Procuring Committee in regard of any decision of the M.C.G.M. relating to following issues:

30. Determination of need of procurement
31. The decision of whether or not to enter into negotiations.
32. Cancellation of a procurement process for certain reasons.

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

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

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

Full Signature of the tenderer with
Official Seal and Address

MUNICIPAL CORPORATION OF GREATER MUMBAI
CENTRAL PURCHASE DEPARTMENT

566, N. M. JOSHI MARG, BYCULLA (WEST), MUMBAI -400 011.

This is e-Tender

**Subject: - Supply, Installation, Testing and Commissioning of Medium End
Ultrasound Color Doppler System for Radiology Department of major
Hospitals and ChMS along with Standard Accessories and CMC**

Tender Documents

Tender No. Dy Ch E/CPD/73/TDR /EE(M&E) of 2013-2014 Sub:- Supply, Installation, Testing and Commissioning of Medium End Ultrasound Color Doppler System for Radiology Department of major Hospitals and ChMS along with Standard Accessories and CMC Bid No.: 7100025197	Due on: 02/01/2014 At 16:00 hrs
Earnest Money Deposit (EMD): - Rs.:- 8,40,000/-	

Item No	Description:
Item :- A	
1	System must be a state of the art model launched after 2010. Should have all digital beam former technology with super computed processing and clinically proven imaging technologies
2	System should be offered with the following applications: abdominal, obstetric /gynaec, small parts musculoskeletal, TCD, vascular, cardiac
3	System must be offered with a minimum of 20000 digital processed channels per image frame. Technical data sheet should be enclosed in technical bid to support the number of channels on the system. Failing to do, the bid will be rejected
4	System must be offered with frequency compounding facility. Other equivalent technology can also be offered. Processing technology in technical bid should be highlighted
5	System must be offered with Speckle Reduction Imaging – image processing technique to remove speckles & clutter artifacts
6	Should have state of the Art Transmit Real Time Compound Imaging Technology with multiple transmitted lines of sight, wherein multiple coplanar images from different viewing angles are obtained and combined into a single compound image at real time frame rates for improved visualization & better image quality
7	System must be offered with a very high dynamic range of at least 170 dB to pick up subtle echoes. Dynamic range in dB must be mentioned in the technical quote.
8	Frequency processing facility for the transducers should be 1-12 MHz. This must be available without the need for frequency

	switching.
9	Must have at least 3 Active Integrated Transducer Ports with electronic switching.
10.	System must be offered with an acquisition frame rate of at least 1000 frames / second. Acquisition frame rate should be clearly mentioned in the technical quote.
11.	Must be offered with a single button control for automatic optimization & adjustment of TGC and Receiver Gain to achieve optimal uniformity of image quality & faster scans. This should be demonstrated to the users during demonstration
12.	System must be offered with a single button control for automatic optimization & adjustment to achieve uniformity of Colour Gain for faster scans. This should be demonstrated to the users in vascular exams during demonstration.
13.	System must be offered with a single button control for automatic optimization for uniformity of Special Doppler for sensitivity & faster scans. This should be demonstrated to the users during demonstration.
14.	System must be offered with 2D, M-mode, Colour M-mode, Colour flow, Pulse Wave Doppler, and Colour Power Doppler.
15.	Triplex Imaging should be standard on the system
16.	The system should have at least 30 user programmable parameters which allows users to programme system parameters for individual application settings. These user programmable parameters should combine all preferred imaging mode parameters, annotation text & measurements into one user present. Should be demonstrated.
17.	The system should have at least 100 seconds of Clip store
18.	The system shall offer an extended field-of-view imaging (panoramic imaging) that operates by sweeping a transducer over the anatomy of interest. This should be in a real time manner, showing the image as it builds. Should be available on all curved & linear transducers. Measurements should be possible
19.	System should allow for live image & archive images side-by-side or quad display on a single monitor. This display shall allow any type of image on either side.
20.	The system should provide scan depths from a minimum of 2 cm or less to a maximum of 30 cm or better
21.	System should have Ultrasound Contrast Imaging capability (micro bubbles)
22.	User Interface <ol style="list-style-type: none"> a) ON/OFF task light & backlit illumination of control panel b) Easily accessible, full size Qwerty keyboard for text entry, functional keys & system programming. c) Thumbnail menu provides on-screen thumb-nails of images & dynamic clips during exams

	<p>d) In Wheel lock mechanism, the front castor should have bi-brake system & rear lock should have total lock mechanism</p> <p>23. Monitor –</p> <ul style="list-style-type: none"> a) System must be offered with an above 19 inch high resolution, flat panel, medical grade monitor with wide viewing angles & good colour resolution b) Resolution : 1024 x 768 pixels or better c) Energy saving display power management d) High performance audio speakers integrated in monitor e) The monitor should have nearly infinite position adjustments <p>24. Internal Hard Disk of 250 GB or more. Image storage as raw data & Dicom images. Conversion to JPEG, AVI, and MPEC file formats available</p> <p>25. Should have facility to transfer images to an integrated DVD writer, without any interfacing. Specify if integrated DVD writer available in technical quote</p> <p>26. Raw data processing-</p> <ul style="list-style-type: none"> a) The system shall allow for post storage image manipulation Doppler Gain, Angle correction, Doppler Base Line, sweep speed & inverted spectral waveform b) 3D reconstruction from stored 2D raw data available c) System should provide a display zoom function on frozen images d) System should have the facility of performing measurements & annotations on stored images <p>27. Cine Function:</p> <ul style="list-style-type: none"> a) Cine Review upto 1200 frames b) Independent Cine Review in 2D / M, 2D/ Doppler, 2D/C/Doppler, etc. c) Cine Store of multiple frame storage with clipboard review allowing post processing, measurement & annotation functions d) Prospective clip capture during real time imaging with selectable duration of 1 to 120 seconds or beat capture; ECG triggerable e) Audio cine playback for Doppler (CW & PW) <p>28. Measurements & calculations:</p> <ul style="list-style-type: none"> a) All general measurements & calculations b) Customizable Anatomy Description c) Physical summary utility – supports on system report generation including customizable letterhead, patient data,
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results, graphs, images, comments, recommendations & a customizable signature line

29. Measurement & report Packages:

a) Obstetrics:

- i) Early obstetrics gestational age (GA)-MSD, CRL, Yolk Sac
- ii) GA parameters – MSD, CRL, BPD, OFD, HC, ATD, ASD, FL, HL, UL, TL, FTA and BN
- iii) 2D user defined measurement labels
- iv) Calculations for both GA & EDD
- v) Calculation of EFW from selected references, HC/AC, TCD/AC, LVH/HW, Cor BPD, FL/AC, FL/BPD, CI, AFI, AXT
- vi) Early OB & standard OB patient reports include worksheets for viewing progress
- vii) Obstetric Doppler
- viii) Growth Analysis Graphs with exam file linking
- ix) Multiple fetus reporting capabilities – min. Of 4
- x) Facial Angle – Nuchal Translucency & Nuchal Fold measurements
- xi) Detailed Fetal Heart Report

b) Gynaecology:

- i) Micturated & Residual volume calculation
- ii) Uterus, Rt & Lt Ovary
- iii) Follicle measurement should support at least 15 follicles. Measurement methods supported:- Distance: 2 Dist + Avg; 3 Dist. + Avg; Area ; Volume; Circumference

c) Cerebrovascular:

- i) CCA – prox, mid, dist.; ICA – prox, mid, dist.; ECA & VA measurements
- ii) Area Percent Stenosis & Diameter Percent Stenosis

d) Peripheral Vascular

e) Peripheral Venous

f) Thyroid:

- i) Rt. Lobe, Lt. Lobe, isthmus & at least 15 separate nodule measurement. Display all 3 measurements & volume calculation

g) Renal

h) Urology:

Pre & post void volumes, PSAD, Prostate volume

i) Testicular

j) Penile

	<p>k) TCD l) Orthopaedic: Rt. & Lt. Hip angle measurement</p> <p>30 The system should have the capability to measure Carotid Intima Media Thickness (CIMT)</p> <p>31. TRANSDUCERS :</p> <p>a) The system must be provided with the following transducers:-</p> <ul style="list-style-type: none"> i) 2-5 Mhz Broadband Curved Array Transducer ii) 4-9 MHz Broadband Tightly Curved Endocavitary Array Transducer with 175 degree field of view iii) 4-12 MHz Linear Array Transducer iv) 2-5 MHz Broadband Curved Array Volume 4D Transducer <p>b) Tissue Harmonic Imaging, Compound Imaging & Doppler Mode should be available on all probes. Doppler cursor shall be user steerable with linear transducers</p> <p>c) At least 192 elements in each transducer</p> <p>d) All probes with multi-angle[reusable biopsy needle guide</p> <p>e) Integrated transducer cable management for protection during examination and transport</p> <p>f) Technical data sheet for all transducers</p> <p>32. System Power : 200- 240 V, AC, 50Hz</p> <p>33. The system should have DICOM 3.0 (minimum) as standard (Dicom ready system)</p> <p>34. System Interface: 1 No. Ethernet connectivity; 2 Nos. RS 232C Serial Port Connector; 2 Nos. USB 3.0 Port; & AC Main Outlet.</p> <p>35. DICOM PUSH / QUERY / RETRIVE. Connectivity to RIS/PACS/HIS</p> <p>36. System should be supplied with the following peripheral devices:</p> <ul style="list-style-type: none"> a) 2 KVA suitable rating online UPS as per systems electrical load to provide minimum back-up of half an hour (Brands: APC, Emergent, Tata Libert) b) USB Colour Laser Printer of reputed brand c) State of the Art DICOM based External Image Management System. Computer should have Quad Core microprocessor with graphics card, 8 GB RAM, 1 TB Hard Disk, Windows 7 or 8 Operating system, 21" medical grade monitor, with ergonomic keyboard & mouse of reputed brand such as Dell. Should have minimum 3 nos. USB 3.0 Ports. Latest version of Microsoft office. This is the bare minimum required. However,
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	<p>the best system available at time of installation Should be supplied.</p> <p>37. Optional Items for future purchase shall be quoted separately: a) 3-9 MHz Broadband Endocavitary Volume 4D Transducer. Must have Tissue Harmonic Imaging & minimum 20 volumes per second b) 2 -4 MHz Broadband Phased Array Adult Echo Transducer for a adult cardiology imaging with CW Doppler. Must have Tissue Harmonic Imaging. Complete cardiac package with measurement package with Anatomical M-Mode (Angle corrected M-mode)</p>
<p><u>GENERAL REQUIREMENTS</u></p>	<p>1) All the above equipments shall be new and manufactured from virgin materials. All the requirements of this supply shall be sourced from the original equipment manufacturer of the model quoted. In case the machine is imported one no import substitution is permitted neither before the award nor after the award for any part or accessory. “Third party inspection certificate should be applied from the port of origin of shipping of equipment (from the parent companies country of origin).</p> <p>2) Equipment shall operate on 230 V, 50 Hz, and single-phase electric supply. The necessary protective relaying / circuitry shall be there with the machines. The mains supply voltage variation may be max.±15% and frequency variation max.±3 %.</p> <p>3) The equipments shall have valid CE mark / US FDA approval and documentary evidence to that effect shall be uploaded.</p> <p>4) The equipments shall be having warranty of three years as described in the tender document elsewhere. The warranty and CMC shall cover the list of the spare parts and the rate of which valid for total 8 years (warranty 3 years and CMC 5 years) irrespective of whether those are treated as consumables or otherwise.</p> <p>5) The equipments should be provided with one hard copy in original of the detailed service manual and operation manual. Further, a soft copy is also required.</p> <p>6) The equipment must be tropicalized as below: Operating room temperature : upto 40° C Storage room temperature : upto 55° C Relative Humidity : upto 90% Non-condensing</p> <p>7) Among the other things, the responsiveness of the bid will be based on successful demonstration of the offered model of the equipments to MCGM officials as mentioned elsewhere in the tender specifications.</p> <p>8) The bidder has to submit users list with address & contact telephone number/s.</p> <p>9) Prospective tenderers should have a full-fledged and well-established service centre in Mumbai with engineers qualified in servicing of Ultrasound Color Doppler System. Please provide details of the same in Annexure - 1.</p> <p>10) Training to Medico Electronics Cell Engineers from servicing point of view and to User department from operating point of view.</p>
<p>Item : B</p>	<p><u>Comprehensive Maintenance Contract (CMC) (For 12 Nos. Medium End Ultrasound Color Doppler System for Radiology Department of major Hospitals and ChMS with accessories per year)</u></p>

	<p>1.After the comprehensive warranty period is over, five years Comprehensive Maintenance Contract (CMC) will have to be entered into with the terms and conditions mentioned in the tender documents during execution of work contract for the period of 8 years.</p> <p>2.The successful bidder has to ensure that all the required spares and services are available during the period of CMC and 2 years after that period.</p>
Warranty period	The equipments shall be having comprehensive warranty of three years as described in the tender document.

SPECIAL NOTE:

Tenderers are requested to go through the e-Tender guidelines on MCGM portal (<http://mcgm.gov.in>) under Tenders section. All interested vendors, whether already registered or not registered with MCGM, are mandated to get registered with MCGM for e-Tendering process and login Credentials to participate in the Online bidding process on the above-mentioned portal under “e-Procurement” For registration, enrollment for digital signature certificates & user manual, please refer to respective links provided in e-Tendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA’s) licensed by the Controller of Certifying Authorities namely Safescrypt, IDRB, National Informatics Centre, TCS, Customs, MTNL, GNFC and e Mudhra.

1) SPECIAL DIRECTIVES TO THE TENDERERS	<ul style="list-style-type: none"> • 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 bidder/manufacturer shall have adequate experience of successful supply, installation, commissioning & repairs & maintenance of Ultrasound Color Doppler System during last five years from due date of the tender Experience Certificate shall be uploaded during the submission of the tender (Annexure – 12) • The average annual turnover of the bidder during last three financial years shall be minimum Rs. 1,47,00,000/- Evidence in the form of certificate issued by Auditor of firm/ Chartered Accountant shall be uploaded during the submission of the tender (PACKET A)
2. VALIDITY	Every tender shall remain open for acceptance for a minimum period of 180 days from the date of opening of tender. Tenders specifying validity less than 180 days shall be rejected outright.

3. SOLVANCY CERTIFICATE	The tenderer should upload solvency certificate for minimum of Rs. 30 Lacs from the Nationalized/ Scheduled/ Foreign Bank.The issue date should not be more than 6 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.																				
4 Payment of EMD	<p>The tenderer shall have to pay EMD Rs:-8,40,000/-. (For deposition of DD/BG/SD refer Tender documents for Procurement of Medical Equipments along with Comprehensive/Annual Maintenance Contract)</p> <p>EMD will be accepted either in the form of Demand Draft (DD) or Bank Guarantee (B.G.).The format of the B.G. is to be uploaded in the system as per Annexure 12 in PACKET A. The B.G. shall be valid for 6 month from end date of the tender. The venders having standing deposit with MCGM are exempted from paying EMD. The Scanned copy of valid standing deposit receipt shall be uploaded in PACKET A.</p> <p>The Scan copy of valid Standing Deposit receipts shall uploaded in Packet "A". Exemption from payment of EMD against Standing Deposit certificate applicable for tender amount are as follows:</p> <table border="1" data-bbox="609 926 1463 1150"> <thead> <tr> <th>Sr no</th> <th>Class</th> <th>Estimated amount of the tender (Lacs)</th> <th>Standing Deposit in Lacs</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>A</td> <td>Without Limit</td> <td>7.5</td> </tr> <tr> <td>2</td> <td>B</td> <td>300</td> <td>5.0</td> </tr> <tr> <td>3</td> <td>C</td> <td>200</td> <td>3.0</td> </tr> <tr> <td>4</td> <td>D</td> <td>100</td> <td>1.5</td> </tr> </tbody> </table> <p>The Tenderer registered in MCGM with standing Deposit stated in class B, C & D mentioned above can also participate in this tender by paying the requisite difference between EMD of the tender and standing deposit paid by them. The confirmation of bank guarantee will be obtained from the bank issuing the same and if found Bogus/Forged, the penal action like criminal prosecution including Black listing etc will be initiated. For deposition of DD/BG refer Tender documents for Procurement of Medical Equipments alongwith Comprehensive/Annual Maintenance Contract). The D.D. should be drawn in favor of ‘Municipal Corporation Of Greater Mumbai’ payable at Mumbai.</p>	Sr no	Class	Estimated amount of the tender (Lacs)	Standing Deposit in Lacs	1	A	Without Limit	7.5	2	B	300	5.0	3	C	200	3.0	4	D	100	1.5
Sr no	Class	Estimated amount of the tender (Lacs)	Standing Deposit in Lacs																		
1	A	Without Limit	7.5																		
2	B	300	5.0																		
3	C	200	3.0																		
4	D	100	1.5																		
5. ORDER DETAIL	The user department will place orders.																				
6 DELIVERY	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.																				

7 Affidavit for condition No 13 & Best Rate	The tenderer has to upload an Affidavit in terms of condition No 13 of Articles of Agreement and Best Rate (Annexure-5)
8.	Local Indian (branded) external monitors/cameras/computers and external cables of ISI mark other than that of used for machine shall be allowed instead of original equipment manufacturer of the model quoted.
9	<p>Note :- 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 -8/9)</p> <p>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. However if the value of foreign currencies at the time of supply of consumable items w.r.t. Indian Rupees increases by 25% than on the date of opening of commercial bid in such cases, difference in excess of 25% would be paid to bidder. The rate quoted for consumables to be freezed for 8 years shall not be considered for evaluation and also MCGM is not binding to accept the rates quoted for consumables.</p> <p>Bidders should upload the details in the Packet 'B' regarding the accessories to be imported directly and locally. The payment of main machine will be paid in foreign currency as per tender condition. The local accessories will be paid in Indian rupees.</p> <p>The price quoted should be in one currency for all the items quoted i.e. Equipment, Accessories, CMC/AMC, Turnkey Projects if any etc. failing to which tenders will be rejected. While quoting the prices in Indian rupees and local supply in foreign currency it must be inclusive of all the taxes like VAT, Octroi, C.S.T., Service Tax etc. In case of import supply (where LC is required to be opened by MCGM) taxes such as custom duty, Stamp duty etc will be paid by MCGM. However same will be taken into consideration for evaluation and price comparisons along with AMC/CMC/Indian items/turnkey work/cost per test (if any) etc.</p> <p>In case of items quoted for local supply, CMC/AMC, turnkey projects, cost per test (if any) in foreign currency, the conversion rate of the foreign currency will be as per the exchange rate on the date of 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/ local supply/ AMC/ CMC /cost per test (if any) 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.</p>
10. Integrity Pact	The bidder must upload in Packet 'A', the agreement of integrity pact as per attached annexure-17 duly signed and stamped on Rs.100/- stamp paper duly

	<p>notorized and shall submit the original copy of the same in the sealed envelope for E.M.D. to be submitted prior to the due date of the tender. The information regarding encoding (i.e. Annexure VI) shall be kept in the same envelope as per profoma given and it should be uploaded during submission of tender in packet 'A'. Only Encode No. and Tender No. shall be mentioned on envelope.</p> <p>If the document is not submitted and uploaded as per procedure mentioned above, the tender shall be treated as Non- Responsive.</p>
<p>11.Grievance Redressal Mechanism</p>	<p>For the Redressal of Grievances, the Grievance Redressal Committee has been formed under the Chairmanship of Shri. Rebello, Retired High Court Justice. The details of 'Grievance Redressal Mechanism' is given in Annexure 18.</p>

Documents to be uploaded in FOLDER “A” and FOLDER “B” as per the order given below.

Sr No	FOLDER “ A ” Description of Document	Sr No	FOLDER “ B ” Description of Document
1	Particulars of the Tenderer (Annexure - 1)	1	Technical Offer (Basic equipment + Standard Accessories) Annexure -7
2	Form of undertaking of Mandatory Conditions (Annexure - 2)	2	Consumables recommended by tenderer Annexure-9
3	Undertaking to be signed by the Tenderer (Annexure -3)	3	Comparisons of tender specification v/s equipment specification (Annexure -10)
4	Declaration by the tenderer regarding eligibility and acceptance of terms and conditions of the tender documents (Annexure - 4)	4	Manufacturing Authorization (Annexure -11)
5	Affidavit for condition No 13 & Best Rate as per the format (Annexure -5)	5	Experience certificate (Annexure-12)
6	Proforma for encoding of the envelope of DD/BG/SD for the payment of EMD (Annexure - 6)	6	CE mark or US FDA approval. with documentary evidence
7	Instructions to the tenderer and Articles of Agreement duly signed (Annexure-14)	7	If import then copy of Valid Import License issued by competent authority in the name of manufacturer / 100% Subsidiary or Importer / Authorized Distributors
8	Signed copy of Tender Document	8	Tenderer shall have to state Local Brands/supply for External Monitor/ Cameras/Computers/ external cable, accessories etc as applicable.
9	Firm/Company/Sanstha Registration Certificates	9	Brochure for quoted model.
10	Solvency Certificate		
11	VAT and CST Registration Certificate as applicable		
12	Pan Card with Photograph		
13	Scan copy of DD/SD/BG (As per Annexure-16) for payment of EMD		
14	C.A.'s certificate for turnover of the tenderer		
15	Valid Registration Certificate under ESIC Act 1948. OR Declaration on Rs. 100/- stamp paper if registration under ESIC Act not applicable.		
16	Valid Registration Certificate under EPF & M Act 1952 if 20 or more		

	workers are on the establishment of Tenderer. OR Declaration on Rs.100/- stamp paper if registration under EPF & M Act 1952 is not applicable in case of workers less than 20 in the establishment.		
17	Form of Integrity Pact (Annexure 17)		
18	Grievance Redressal Mechanism (Annexure 18)		

Note :- ALL THE ABOVE MANDATORY CONDITIONS SHOULD BE STRICTLY ADHERED TO FAILING WHICH THE TENDER WILL BE TREATED AS NON-RESPONSIVE AND NO CORRESPONDENCE WILL BE ENTERTAINED IN THE MATTER.

Tenderer's pertinent attention is being drawn to additional special instructions to the Tenderers as follows:

1. The mandatory documents which are uploaded with bid original of which, if called, shall be produced for verification within 3 days. Also if required, MCGM may ask any clarification /Documents / Additional Documents from the tenderer during the tender process. However if competent authority agrees to accept, the short documents of Packet A and Packet B, the same will be accepted by imposing penalty of Rs.1000 per document. If the bidder fails to submit the requisite documents within three days from the intimation of this office further period of three days will be granted for submission of documents and if bidder still fails to submit the document within this period he will be treated as **nonresponsive** and 5% of the EMD will be forfeited. 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.
2. The documents 'Instructions to vendors' and the 'Articles of Agreement of **PROCUREMENT OF MEDICAL EQUIPMENTS ALONG WITH COMPREHENSIVE/ANNUAL MAINTENANCE CONTRACT**' which are available in e Tendering section of MCGM portal shall be made a part of this tender document. All the tenderer are requested to down load and upload the "Articles of Agreement of Medical Equipments' available at MCGM portal. This is as per the mandatory condition mentioned in the tender.
3. Tenderer shall note that if the condition in " Instructions " and "Articles of Agreement **PROCUREMENT OF MEDICAL EQUIPMENTS ALONG WITH COMPREHENSIVE/ANNUAL**

MAINTENANCE CONTRACT” are in variance with the condition contained in the Schedule of specifications and mandatory conditions document ,the condition of the Schedule of specifications and mandatory conditions shall prevail.

4. 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.

Execution of Written Contract:

Every successful tenderer shall execute separate written contract for each group of items allotted to him, on payment of the requisite charges as may be directed by the competent authority. Also the successful Tenderer shall have to pay Stamp Duty on the contract agreement as per Government Directives

**TENDERER’S FULL SIGNATURE
WITH RUBBER STAMP**

Details of the Item Data:-

Tender No. Dy Ch E/CPD/73/TDR /EE (M&E) of 2013-2014

Item Group No	Description of the Items	Quantity
Item A	Supply Installation and Commissioning of <u>Medium End Ultrasound Color Doppler System</u>	12 Nos.
<u>A1</u>	<u>Import Supply</u>	
<u>A2</u>	<u>Local Supply</u>	
<u>A3</u>	<u>Optional Probes</u> a) 3-9 MHz Broadband Endocavitary Volume 4D Transducer. b) 2 -4 MHz Broadband Phased Array Adult Echo Transducer	
Item B	<u>Comprehensive Maintenance Contract (CMC)</u> <u>(Medium End Ultrasound Color Doppler System for radiology Dept)</u>	12 Nos.
	1.Comprehensive Maintenance Contract (CMC) I year	
	2.Comprehensive Maintenance Contract (CMC) II year	12 Nos.
	3.Comprehensive Maintenance Contract (CMC) III year	12 Nos
	4.Comprehensive Maintenance Contract (CMC) IV year	12 Nos
	5.Comprehensive Maintenance Contract (CMC) V year	12 Nos.

ANNEXURE -1

Tender No. Dy Ch E/CPD/73/TDR / EE (M&E) of 2013-2014

Bid No.: 7100025197

Particulars about the tenderer- (Specimen copy)

(To be uploaded in Packet 'A')

Following information to be submitted along with tenders (**in Packet '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.

d. Address with Telephone Number of service centre in Mumbai.

5.Total annual turnover in the last Financial Year of tenderer.

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**

ANNEXURE -2

Tender No. **Dy Ch E/CPD/73/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025197

Form of undertaking of Mandatory Conditions

(To be uploaded in Packet 'A')

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 Packet ' 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 contractor's balance bill, B.G. or EMD or any money due to the contractor from Brihan Mumbai Mahanagar Palika.

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 Annual/comprehensive maintenance contract at the cost quoted by the Tenderer whosoever be the distributors/dealers/agents on Annexure - attached at page No. 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 Packet '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.

ANNEXURE -3

Tender No. **Dy Ch E/CPD/73/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025197

Undertaking to be signed by the tenderer

(To be uploaded in Packet 'A')

Name of Equipment:

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.

No.	Full Name	Office Address	Residential Address	Signature
1.				
2.				
3.				

4.				
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ANNEXURE -4

Tender No. **Dy Ch E/CPD/73/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025197

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. undertaking at Annexure - is submitted as a Commitment to provide necessary service as mentioned in tender.
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

Annexure - 5

Tender No. Dy Ch E/CPD/73/TDR / EE (M&E) of 2013-2014

Bid No.: 7100025197

(To be uploaded in Folder 'A')

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

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

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

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

**TENDERER'S FULL SIGNATURE
WITH FULL NAME & RUBBER STAMP**

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

ANNEXURE -6

Tender No. **Dy Ch E/CPD/73/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025197

PROFORMA FOR Encoding of the Envelope for DD/BG/SD of EMD

Demand Draft / BG/SD

1. En Code No:
2. Bank Name:
3. Bank Branch Details:
4. DD / BG 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/BG/SD for EMD should be on letter head of the tenderer.

ANNEXURE -7

Tender No. **Dy Ch E/CPD/73/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025197

(Technical Offer)

(To be upload in Packet 'B')

Due On : _____
Name of the Equipment: _____

Item Group No	Description of the Items	Quantity
Item A	Supply, Installation, Testing and Commissioning of <u>Medium End Ultrasound Color Doppler System for Radiology Department of major Hospitals and ChMS</u>	12 Nos.
Make		
Model		

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

Note: Price should NOT be quoted in this Annexure

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE -8

Tender No. **Dy Ch E/CPD/73/TDR / EE (M&E) of 2013-2014**

Bid No.: 710025197

(Technical Offer)

Not Applicable

(To be uploaded in Folder 'B')

ANNEXURE -9

Tender No. **Dy Ch E/CPD/73/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025197

(Technical Offer)

(To be uploaded in Folder 'B')

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

Item Group No	Items Description in Commercial Bid	Description of the Items	Quantity
Item C	<u>Medium End Ultrasound Color Doppler System for Radiology Department of major Hospitals and ChMS</u>		
1	Consumable 1		01 No.
2	Consumable 2		01 No.
3	Consumable 3		01 No.
4	Consumable 4		01 No.
5	Consumable 5		01 No.
6	Consumable 6		01 No.

Full signature of the Tenderer
With Official Seal and Address

ANNEXURE -10

Tender No. Dy Ch E/CPD/73/TDR / EE (M&E) of 2013-2014

Bid No.: 7100025197

(To be uploaded in Packet B)

COMPARISION OF TENDER SPECIFICATION V/S EQUIPMENT SPECIFICATION

Tenderer should submit information in the following proforma

Item-A

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>) MAKE: MODEL:
To be entered by the tenderer.	To be entered by the tenderer.

Full Signature of the tenderer with
Official Seal & Address

ANNEXURE - 11

Tender No. Dy Ch E/CPD/73/TDR / EE (M&E) of 2013-2014

Bid No.: 7100025197

(To be uploaded in Packet B)

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 shall be uploaded during the submission of Tender.

ANNEXURE -12

Tender No. Dy Ch E/CPD/73/TDR / EE (M&E) of 2013-2014

Bid No.: 7100025197

(To be uploaded in Packet B)

EXPERIENCE CERTIFICATE

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

Experience 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 certificate

NOTE : Experience Certificate should be in the name of Bidder **or** Manufacturer. Scanned copies shall be uploaded in the Packet “B”.

PROFORMA FOR Statement of experience Certificate
 (For the period of last five years)
 Tender No. **Dy Ch E/CPD/73/TDR / EE (M&E) of 2013-2014**
Bid No.: 7100025197

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 of 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.If at any time, information furnished is proved to be false or incorrect, the Earnest Money furnished fill be forfeited.

Note:- Experience Certificate should be in a name of the bidder **or** manufacturer.

ANNEXURE -13

Tender No. **Dy Ch E/CPD/73/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025197

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

No. Date:

To,

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

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 hrs on my/our behalf.

Yours faithfully,

Signature of Bidder

Specimen Signature of representative

Note :- Photo ID of Representative is compulsory

Annexure – 14

Tender No. **Dy Ch E/CPD/73/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025197.

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 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 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 'Packet 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 'Packet 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 _____

Two Thousand _____ in the presence of

1) _____

2) _____

S E A L

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

Witness _____

Municipal Secretary _____

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

Annexure – 15

Tender No. **Dy Ch E/CPD/73/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025197

13 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.

9. 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 the 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 Travenkore
8. State Bank of Indore

(B) NATIONALIZED BANKS

9. Allahabad Bank
10. Andhra Bank
11. Bank of Baroda
12. Bank of India
13. Bank of Maharashtra
14. Central Bank of India
15. Dena Bank
16. Indian Bank
17. Indian Overseas Bank

18. Oriental Bank of commerce
19. Punjab National Bank
20. Punjab & Sind Bank
21. Syndicate Bank
22. Union Bank of India
23. United Bank of India
24. UCO Bank
25. Vijaya Bank
26. Corporation Bank
27. Canara Bank

(C) SCHEDULED COMMERCIAL BANKS

28. Bank of Madura Ltd.
29. Bank of Rajasthan Ltd.
30. Banaras State Bank Ltd.
31. Bharat Overseas Bank Ltd.
32. Catholic Syrian Bank Ltd.
33. City Union Bank Ltd.
34. Development Credit Bank
35. Dhanalakshmi Bank Ltd.
36. Federal Bank Ltd
37. Indus ind Bank Ltd.
38. I.C.I.C.I. Banking Corporation Ltd.
39. Global Trust Bank Ltd.
40. Jammu & Kashmir Bank Ltd.
41. Karnataka Bank Ltd.
42. Karur Vysya Bank Ltd.

43. Laxmi Vilas Bank Ltd
44. Nedungadi Bank Ltd
45. Ratnakar Bank Ltd.
46. Sangli Bank Ltd.
47. South Indian Bank Ltd.
48. S.B.I. Commercial & Int. Bank Ltd.
49. Tamil land Mercantile Bank Ltd.
50. United Western Bank Ltd.
51. Vysya Bank Ltd.
52. Axis Bank
53. Kotak Mahindra Bank Ltd

(D) SCHEDULED URBAN CO-OP BANKS

54. Abhyudaya Co-Op. Bank Ltd.
55. Bassein Catholic Co-Op. Bank Ltd
56. Bharat Co-Op. Bank Ltd.
57. Bombay Mercantile Co-Op. Bank Ltd.
58. Cosmos Co-Op. Bank Ltd.
59. Greater Mumbai Co-Op. Bank Ltd.
60. Janata Sahakari Bank Ltd.
61. The Mumbai District Central Co-Op. Bank Ltd.
62. The Maharashtra State Co-Op. Bank
63. New India Co-Op. Bank Ltd.
64. North Canara G.S.B. Co-Op. Bank Ltd.
65. Rupee Co-Op. Bank Ltd.
66. Sangli Urban Co-Op. Bank Ltd.
67. Saraswat Co-Op. Bank Ltd.
68. Shamrao Vitthal Co-Op. Bank Ltd.

69. Mahangar Co-Op. Bank Ltd.
 70. Citizen Bank Ltd.
 71. Yes Bank
 72. Punjab and Maharashtra Co-Op Bank Ltd
 73. Thane Janata Sahakari Bank Ltd
- (E) FOREIGN BANKS
74. ABN AMRO BANK N.V.
 75. American Express Bank Ltd.
 76. ANZ Grindlays Bank
 77. Bank of America NT & SA
 78. Bank of Tokyo Ltd.
 79. Banque Indosuez
 80. Banque National De Paris
 81. Barclays Bank
 82. Citi Bank N.A.
 83. Hongkong & Shanghai Banking Corporation Ltd.
 84. Mitsui Taiyokbe Bank Ltd.
 85. Standard Chartered Bank
 86. CHO-Hung Bank
 87. HDFC Bank
 88. IDBI Bank

ANNEXURE – 16

Tender No. **Dy Ch E/CPD/73/TDR / EE (M&E) of 2013-2014**

Bid No.: 7100025197

**BANKERS GUARANTEE IN LIEU OF TENDER / EARNEST MONEY DEPOSIT
FOR SUPPLY OF MATERIALS / GOODS**

THIS INDENTURE made this-----day of -----20-----

BETWEEN

THE-----BANK incorporated under the English / Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as ‘ the bank ‘ which expression shall be deemed to include its successors and assigns) of the **FIRST PART** -----

inhabitants carrying on business at -----
-----in Mumbai under the style and Name of Messers-----
----- (hereinafter referred to as ‘ the contractor (s)’ of the **SECOND PART**.

Shri -----THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as ‘ the Commissioner’ which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the **THIRD PART**

AND

THE MUNICIPAL CORPORATION OF GREATER MUMBAI (hereinafter referred to as ‘ the Corporation ‘) of the **FOURTH PART**.

WHEREAS the contractor (s) has / have submitted to the Commissioner tender for the supply of -----of-----
----- department, having tender No.-----, BID No.-----
-----tender amount Rs.----- and the terms of such tender / contract require that the contractor (s) shall deposit with the Commissioner Bankers Guarantee as earnest money deposit and / or the security deposit for a

sum of Rs.------(Rupees-----
--).

AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the contractor (s) will provide that such deposit shall remain with the Commissioner and will be appropriated by the Commissioner towards the Security Deposit to be taken under the contract and be redeemable by the contractor (s) if, (her / they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against him / them thereunder.

AND WHEREAS the contractor (s) is/ are constituent (s) of the Bank and in order to facilitate the keeping of the account of the contractor (s), the Bank with the consent and concurrence of the contractor(s) has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractor (s) depositing with the Commissioner, the said sum, as earnest money and/ or the security as aforesaid.

AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking.

NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractor(s) (hereby testified) undertakes with the Commissioner to pay to the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs.------(Rupees-----
-----) under the terms of the said tender and / or the contract. The Bankers Guarantee is valid upto ----- “Not withstanding anything what has been stated above, our liability under this guarantee, is restricted to Rs.-----only and guarantee shall remain in force upto -----, unless the demand or claim under this guarantee is made on us in writing on or before-----, all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”.

INWITNESS WHEREOF

WITNESS (1) -----

Name and address -----

WITNESS (2) -----

Name and address -----

----- the duly

constituted

Attorney

Manager

The Bank and the said Messrs-----

----- (Name of the Bank)

WITNESS (1) -----

Name and address -----

WITNESS (2) -----

Name and address -----

----- for Messrs-----

(Name of the contractor)

Have here into set their respective hands the day and year first above written.

- 32.1 M.C.G.M. commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- 32.2 The M.C.G.M. undertakes that no employee of the MCGM, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 32.3 M.C.G.M. will during tender process treat all bidders with equity and reason. The M.C.G.M. before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 32.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the MCGM with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the MCGM and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the MCGM the proceedings under the contract would not be stalled.

33. COMMITMENTS OF THE BIDDERS / CONTRACTORS

- 33.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.
- 33.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process or to any MCGM person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 33.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with MCGM for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with MCGM.
- 33.4 The Bidders/ Contractors will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 33.5 The Bidders / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the bidders will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by MCGM as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 33.6 The Bidders/ Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian bidder shall disclose their foreign principals or associates.

- 33.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the MCGM.
- 33.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with MCGM.
- 33.9 The Bidder will promptly inform the Independent External Monitor (of M.C.G.M.) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in M.C.G.M.
- 33.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 33.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the M.C.G.M. or his relatives.
- 33.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.13 The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.
- 2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

34. PREVIOUS TRANSGRESSION

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

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

22. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

- 22.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 22.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the M.C.G.M. and M.C.G.M. shall not be required to assign any reasons therefore.
- 22.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 22.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 22.5 If any outstanding payment is due to the Bidder from M.C.G.M. in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 22.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by M.C.G.M. along with interest.

- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the M.C.G.M. resulting from such cancellation / rescission and the M.C.G.M. shall be entitled to deduct the amount so payable from the money due to the Bidder.
- a. Forfeiture of Performance Bond in case of a decision by the M.C.G.M. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
 - b. The decision of M.C.G.M. to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
 - c. The Bidder accepts and undertakes to respect and uphold the absolute right of MCGM to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
 - d. To debar the Bidders/ Contractors from participating in future bidding process of M.C.G.M. for a minimum period of three years.
 - e. Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

23. **FALL CLAUSE**

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

24. EXTERNAL INDEPENDENT MONITOR / MONITORS

- 6.13 The M.C.G.M. appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 6.14 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.
- 6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.
- 6.10 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.
- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
- 6.6 The MCGM will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.31 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 6.32 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by M.C.G.M./ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- 6.33 The word "IEM" would include both singular and plural.

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

31. VALIDITY OF THE PACT

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

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

32. FACILITATION OF INVESTIGATION

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

33. MISCELLANEOUS

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

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

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

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

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

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

ANNEXURE – 18
Tender No. Dy Ch E/CPD/73/TDR / EE (M&E) of 2013-2014
Bid No.: 7100025197
GRIEVANCE REDRESSAL MECHANISM

Procuring Entity, M.C.G.M. has formed a Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, may within a period of 7 days or any such other period, as may be specified in the pre-qualification document, bidder registration document or bidding documents make an application for review of such decision or action to procuring entity [Director (M.E.&M.H.) for medical tenders, Director (E.S.&P.) and/or concerned D.M.C. for Engineering Department, concerned D.M.C. for the other tenders]. While making such an application for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

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

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

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

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

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

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

No application shall be maintainable before the Procuring Committee in regard of any decision of the M.C.G.M. relating to following issues:

35. Determination of need of procurement
36. The decision of whether or not to enter into negotiations.
37. Cancellation of a procurement process for certain reasons.

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

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

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

Full Signature of the tenderer with
Official Seal and Address