

SETH GS MEDICAL COLLEGE

&

KEM HOSPITAL

ACHARYA DONDE MARG, PAREL, MUMBAI-400012.

GENERAL INSTRUCTIONS AND ARTICLES OF AGREEMENT

FOR PROCUREMENT OF EQUIPMENT

FOR

**SETH GS MEDICAL COLLEGE
DEPARTMENT OF CLINICAL PHARMACOLOGY**

October 2018

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The tenderer shall not disclose/quote the rate of the items in Folder – ‘A’. In case if there appears to be such indication of rate by the bidder in this part, the tender shall be rejected outright.

Commercial bids i.e. Folder ‘B’ of only those bidders who are found to be responsive in the evaluation of administrative & technical offers (Folder-A), as decided in purchase committee meeting will be opened. **Please do not enclose the GENERAL INSTRUCTIONS TO THE VENDORS and Blank formats for various documents given as annexures in either Folder A or Folder B.**

After sanction of Higher Authorities or purchase committee, there will be issuance of the acceptance letter to successful vendor.

Payment of contract deposit if applicable, and submission of Bank Guarantee and other documents for execution of written contract should be done within specified time period of seven days from the date of receipt of Acceptance Letter by successful vendor.

Supply of material should be as described in the specifications.

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

Dean(G&K) & Managing Trustee, DJST reserves the right to reject all or any of the tenders/quotations without assigning any reason at any stage.

**By Order of the [Dean (G&K)] and Managing Trustee, (DJST)
HOD(GSMC& KEMH-Department of Clinical Pharmacology)**

GENERAL INSTRUCTIONSTOTHE VENDORS

1. Who can quote:

Only the manufacturers and/ or their authorized distributors/dealers are qualified to fill and submit the quotations. The authorized distributors / dealers should submit the appropriate valid and current authority letter from the manufacturers as per the Proforma given in Annexure-4. The offers received from the distributors/dealers without authorization letter from the manufacturers shall be rejected outright. Submission of triparty agreement in the prescribed format (Annexure 4a) is mandatory if vendors other than 100% Indian subsidiaries, authorized distributors/dealers of manufacturers are submitting the tender.

Average annual turnover of the vendor during the last three financial years shall not be less than 35% of the estimated cost /total cost of supply / works tendered for. Further in case only supply bidders should have experience of executing similar supply for last 2 years.

2. Administrativedocuments (MANDATORY) - Folder- A'

I. Particulars about the vendor. (Annexure – 1)

II. Company Registration Certificate, Partnership deed, articles of association, Society's registration certificate, as the case maybe.

III. Power of attorney in case of partnership Firms/Public Ltd. Co./Pvt. Ltd.Co./ Societies/ Govt. Undertaking

IV. Annual turnover and financial statement duly audited by the Chartered Accountant.

V. Certified copy of GST registration certificate as the case maybe in prescribed form.

VI. Pancard with Photograph

a) Vendor's own PAN Card in case of Individual/Dealer/Supplier/Distributor etc.

b) In case of Company or firm

i) PAN Card of proprietor incase of proprietary/Ownership firm

ii) PAN Card of Company in case of Private Limited Company

iii)PAN Card of a firm in case of Partnership firm

c) PAN Card of the Sansthas/ Societies / Trust which are registered under Public Trust Act 1950/Registration Act 1860/ the Maharashtra Co-Op Society Registration Act 1960 (whichever is applicable)

VII. Undertaking for mandatory condition. (Annexure- 2)

VIII. Affidavit by vendor towards eligibility and acceptance of terms and conditions of the tender and for compliance of condition No 7(Incl. of 7A, 7Band 7C) of Articles of Agreement and Best Rate quoted. (Annexure– 3)

3. Technical documents (MANDATORY) – Folder -A

a) Vendor's own PAN Card in case of Individual/Dealer/Supplier/Distributor etc.

b) In case of Company or firm

i. PAN Card of proprietor incase of proprietary/Ownership firm

ii. PAN Card of Company in case of Private Limited Company

iii. PAN Card of a firm in case of Partnership firm

c) PAN Card of the Sansthas / Societies / Trust which are registered under Public Trust Act 1950/Registration Act 1860/the Maharashtra Co-Op Society Registration Act 1960 (whichever is applicable) The vendor shall submit the compliance with specifications of the equipment given Annexure -10 and relevant brochures giving the complete information about the equipment.

The vendor shall not disclose/ quote the rate of the items in Folder– 'A'. In case if the reappears to be such indication of rate by the vendor in Folder- A, the offer shall be rejected outright.

The vendor / bidder must submit the following currently valid mandatory documents.

a. Required licenses/ certificates in the name of bidder wherever required as specified.

b. Manufacturer's latest authorization letter as directed. (Annexure– 4)

c. Past performance/experience certificate from the users:(Annexure–5)

Past Performance or Experience Certificate should be in the name of Bidder ¬ in the name of Manufacturer.

d. **Past performance statement** from the vendor (Annexure–6)

e. Copy of Valid ISI /ISO /FDA /BIS /CE /OTHER Certificate as mentioned in Technical Specification.

f. Any other documents as specified in the bid/inquiry.

4. Folder- 'B'(MANDATORY)

The details of the price of the equipment should be quoted in Folder-B in the following manner (Annexure 7): -

(a) Basic price in Indian Rupees with warranty and CMC charges as specified in the specifications

(b) Other charges such as freight, insurance, installation, charges on road permit, transportation up to site of installation, bank charges and any other charges whatsoever it may be;

(c) GST(*if applicable*) (*should be shown separately*)

- (d) Road permit tax or any other entry tax (*if applicable*)

Note: 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.

5. **Documents to be submitted:**

Photocopies of specific documents mentioned in respective tender schedule copy attested from Gazette officer of the State/Central Government or from the Officer of MUNICIPAL CORPORATION OF GREATER MUMBAI not below the rank of Assistant Engineer/Administrative Officer before submitting the same in Folder–A& B.

6. **Sign and seal:**

Affixing of signature anywhere while submitting the quotation 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.

7. Firms with common proprietor/ partners or connected with one another either financially or as master and servant or with proprietor/ partners closely related to each other such as husband, wife/father/mother and minor son/daughter and brother/ sister and minor brother/sister shall not quote separately under different names for the same contract.

7(A) If it is found that firms as described in clause 7 have quoted separately under different names for the same contract, all such tender(s) shall stand rejected. In addition, such firms /establishments shall be liable, at the discretion of the Department of Clinical Pharmacology and DJST, for further penal action including blacklisting.

7(B) If it is found that closely related persons as in clause 7 have submitted separate quotations under different names of firms/ establishments but with common address for such establishments/firms and/ or if such establishments/firms, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such quotations shall be liable for action as in clause no. 7(A) including similar action against the firms/ establishments concerned.

7 (C) If afterward of contract it is found that the accepted vendor violated any of the clauses (7,7(A)or7(B)) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.

8. **Unconditional offer:** Vendors shall quote a firm & unconditional offer. **Conditional offers shall not be considered and shall be treated as non-responsive.** Bonus / complimentary /discount offer given with condition will also be rejected. Bonus / complimentary /discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus / complimentary/diount offer.
9. **Variation in rate:**
Vendors shall fill in the quotations carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the quotations has been submitted.
10. **Firm price:** The prices quoted shall be firm and no variation will be allowed on any account whatsoever.
11. **Contradictory Clause in quotation:** Quotations containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" "Offer subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.
12. **Alternative clauses in quotation:** No alteration or interpolation will be allowed to be made in any of the terms or conditions of the bid & contract and/or the specifications and/or in the schedule of quantities. If any such alteration or interpolation is made by the vendor, his quotation shall be rejected.
13. **Validity:** The validity of the offer should be for at least 120 days from the date of the opening of the quotation.
14. **Product Names:** The vendor must state the brand name of the product, if any.
15. **Manufacturer's address:** The manufacturer's complete address, list of partners with their names and commercial and residential addresses must be indicated in the quotation as per format given in Annexure -1.
16. In case of contracts for items of plant and machinery, mechanical and electrical equipments, instruments, furniture and such other things/articles etc., after the acceptance and installation of the equipment the contractor shall have to, maintain, uphold and keep the same in smooth and working condition for a specified period at their sole cost and expense and to the entire satisfaction of the Dean(G&K) or the Nodal Officer(GSMC& KEMH-Department of Clinical Pharmacology) or Secretary DJST or the Indenting Officer, the whole of machinery/equipment/furniture etc. and shall also be responsible for and be liable under the provisions of

this clause to make good any defect that may occurs during that period which affect the normal and proper working of the machinery/ equipment/ furniture etc.

17. **Order**: The user department GSMC& KEMH-Department of Clinical Pharmacology / DJST will place orders as and when required during the contract period.
18. **Delivery**: The vendor should give free delivery to user department of Seth GS Medical College & KEM Hospital/ the indenting office/ actual place of installation and commissioning of premises of GSMC& KEMH-Department of Clinical Pharmacology/ DJST within specified period from the date of placing the order.
19. **Contract**: Contract means the Contract Agreement entered into between the Purchasers, henceforth called Dean (G&K), GSMC& KEMH-Department of Clinical Pharmacology and DJST, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents be construed accordingly.

The 'Contract Document' means the entire document along with any attachments and alldocuments forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.

The Contract Agreement means the agreement entered into between the Dean (G&K), **GSMC& KEMH-Department of Clinical Pharmacology& DJST** and the vendor. The date of the Contract Agreement shall be recorded in the signed form.

Vendor must distinctly understand:

That they shall be strictly required to confirm to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition.

The contract entrusted to the successful vendor shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm, floods or rising of war by any country.

20. **Contract Postponement**: Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by reason of the Dean (G&K), **GSMC& KEMH-Department of Clinical Pharmacology and DJST** having in possession, other deposits on account of other bids or contract, which deposits may be or become returnable to the

vendor and which they may wish to transfer as a contract deposit, under this contract. Such transfers will not, under any circumstances, be permitted

21. **Acceptance of offer:** The decision of the Dean (G&K) and Managing Trustee, DJST shall be final and binding and Dean (G&K) and Managing Trustee, DJST do not pledge himself to accept the lowest or any offer and reserves the right to split the quantity amongst the eligible. The Dean (G&K) reserves the right to reject any or all offers and relax/ stringent any of the conditions of proposal without assigning any reasons.
22. **Acknowledging communications:** Every communication from the Dean (G&K), **GSMC& KEMH**-Department of Clinical Pharmacology and DJST to the vendor should be acknowledged by the vendor with the signature of authorized person and with official rubber stamp of the vendor.
23. **Jurisdiction of courts: In case of any claim, disputes or differences arising in respect of a contract,** the causes of action there at shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.
24. **Taxes and Duties:** All the rates quoted by the vendor should be inclusive of all duties, levies, Excise Duty, Custom Duty and taxes etc. If there is any increase in above taxes/duties during the period of contract repayment claim will not be entertained by the Dean (G&K), **GSMC& KEMH**-Department of Clinical Pharmacology and DJST.
25. **Information regarding payment:** Payment will be made within 30days from the date of satisfactory supply, submission of the bills there of and submission of all documents for execution of contract.

Vendors are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank account by crossed cheques only. Successful vendors shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c.No. etc. Such Bank account must be in any Nationalized Banks or Scheduled Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks in Mumbai jurisdiction.
26. **Rejection:**If the particulars furnished by the vendor are found materially incorrect or misleading, such quotation shall be rejected. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the Dean (G&K),

GSMC& KEMH-Department of Clinical Pharmacology and DJST. If the vendor fails to submit such information during the tenure of the contract, that shall invite legal action.

27. **Penalty:** If the successful tenderer fails to comply with work/ purchase the order within the delivery period stipulated, the Dean (G&K) and Managing Trustee (DJST) shall exercise his discretionary power either: -

To recover from contractor as agreed, the liquidated damages or by way of penalty half percent of the price of the equipment which the contractors has failed to deliver/ install/ commission/ as aforesaid per week or part thereof during which the delivery/ installation/commissioning of such equipment may be in arrears subject to maximum limit @10%of the balance amount of the stipulated price of the materials undelivered. Such penalty is to be deducted always by the consignee from the contractor's balance bill, B.G. or any money due to the contractor from **GSMC& KEMH-Department of Clinical Pharmacology and DJST.**

OR

To purchase elsewhere after giving due notice to the contractor on that account and at his risk, stores not delivered or otherwise of a similar description without cancelling the contract in respect of the consignment not yet due for delivery.

OR

To cancel the contract and orders and for feature of contract deposit and blacklisting the firm/company along with their partners/directors.

28. **Consequence of inferior supply:** If the equipment /material supplied is found of inferior quality, or not as per specifications, the contractor shall replace the equipment/material 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 Dean (G&K), **GSMC& KEMH-Department of Clinical Pharmacology and DJST,** failing which performance Bank Guarantee (BG) of the contractor shall be forfeited & the vendor shall be liable for penal action including black-listing etc. In addition to the forfeiture of the BG, if any fine is imposed by the Dean (G&K), **GSMC& KEMH-Department of Clinical Pharmacology and DJST,** the same shall be payable by the vendor immediately on demand, failing which the same shall be recovered from other dues payable to the contractor from the Dean (G&K), **GSMC& KEMH-Department of Clinical Pharmacology and DJST.**

29. **Stamp duty:** The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives.
30. **Amendment to enquiry documents:** Before deadline for submitting offers, the Dean (G&K), GSMC & KEMH-Department of Clinical Pharmacology and DJST may modify any condition included in this inquiry document by issuing addendum/corrigendum/clarification and publish it in the newspapers and/or on the website of Seth GS Medical College. Such addendum/corrigendum/clarification so issued shall form part of the inquiry documents. All vendors shall sign such addendum/corrigendum/clarification and submit it in Folder 'A'
31. **Secrecy:** The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract. Any information whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should be treated as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and the Dean (G&K), GSMC & KEMH-Department of Clinical Pharmacology and DJST shall be at liberty to purchase the same material at the risk and cost of the contractor.
32. **Confidential Information:** All the information furnished to the contract or relating to the supply of material/equipment/plant shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of Dean (G&K), GSMC & KEMH-Department of Clinical Pharmacology and DJST. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the contractors, such changes shall not affect the title to the property and all the information, including the improvement/modifications effected by the contractor shall continue to be the property of the Dean (G&K), GSMC & KEMH-Department of Clinical Pharmacology and DJST.
33. In case of the mandatory documents, which are submitted with bid, original of which, if called, shall be produced for verification within 3 days, failing which the bidder will be treated as **non-responsive**. Administrative and Technical Bid will be opened on the due date and due time as defined for the bid in the system. Financial Bid/ commercial bid of the respective bidder submitted will be opened only if the administrative & Technical offer in 'Folder – A' is acceptable. The date & time of opening of Financial Bid will be intimated to the responsive vendor.

34. The vendors are advised to physically apprise themselves with delivery, installation Conditions and working areas if required. They are advised to get themselves sufficiently acquainted with the actual nature of installation if required, prevalent conditions and facilities available.
35. This purchase process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.
36. The vendor shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not be offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies. Further, the vendor has to fill in the quotations with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this inquiry. In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by vendor, in this bid is false or incorrect, he shall compensate the Dean (G&K),GSMC& KEMH-Department of Clinical Pharmacology and DJST for any such losses or inconveniences caused to the Dean (G&K),GSMC& KEMH-Department of Clinical Pharmacology and DJST, in any manner and will not resist any claim for such compensation on any ground whatsoever. Vendor/vendors shall agree and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Dean (G&K), GSMC& KEMH-Department of Clinical Pharmacology and DJST
Affidavit shall be submitted in this respect as per annexure – 3.
37. Vendors participating in this bidding process shall furnish the details as per annexure– 1.
38. The vendor shall submit all the information /declarations /affidavits mentioned in respective annexures.
39. **Risk& Cost Purchase** In case, the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily, the articles/ equipment within the prescribed time as herein provided or in case, shall fail at once to replace any articles that may have been rejected as herein provided with other, of approved quality ,the Dean (G&K),GSMC& KEMH-Department of Clinical Pharmacology and DJST 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 specified period, the Dean (G&K), **GSMC& KEMH**-Department of Clinical Pharmacology and DJST 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 Dean (G&K), **GSMC& KEMH**-Department of Clinical Pharmacology and DJST 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.

40. The Dean (G&K),**GSMC& KEMH**-Department of Clinical Pharmacology and DJST have the right to inspect the manufacturing premises of the company as and when required.

41. **Tenders/Quotations not submitted as per the above procedure will be treated as invalid.**

Annexure: 1

Particulars about the Vendor

(Specimen copy)

(To be submitted in Folder 'A')

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

1. Name & Address of the tenderer.
2. Names and addresses of all the partners.
3. e-mail address of the firm
4. Name& address of the manufacturer
 - a) Places of Manufacturer (In case of firms having more than one place, mention the nearest one).
 - b) Registered Head Office with Postal Address and Telephone Numbers
 - c) Mumbai Office address with Telephone Numbers.
5. Total annual turnover in the last Financial Year of the tenderer.
6. Is the tenderer registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
 - a. If so, In case of Limited Companies furnish a copy of the memorandum of Article of Association.
 - b. In case of Proprietorship/Partnership firms, name of proprietors/ Directors with address. (Two in order of % of shares).
 - c. Ownership status of the Firm (Maharashtra Govt /Other state Govt / Central Govt./ Joint Sector/Co-Operative/ B.S.I./Private/Foreign Company etc.) furnish photo state copy of Certificate of Registration.
7. Whether tenderer is a Manufacturer /Distributor (State the category).
8. Name and post of the five Officers with their address, phone Number and email IDs who should be contacted by this office in case of emergency.
9. Location of other manufacturing works /factories owned by the firm (if any).

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

Full Signature of the tenderer with

Official Seal & Address

Annexure: 2

Form of undertaking of Mandatory Conditions

(To be submitted in Folder 'A')

SUB: Supply of _ enquiry._Due On

Mandatory Conditions of this tender:

1. **NumberofModels:**The vendor shall quote the price for one model only, which is as per the specifications mentioned in the inquiry. The vendor who have filled-in the price for more than one model, such offer shall be rejected outright.
2. **Validity:**Every quotation shall be made open for acceptance for minimum period of 120 days from opening of the quotation. Quotations specifying validity for less than120 days shall be rejected outright.
3. **Testing/verification:** of the samples of the lowest tenderers if required will be carried out by Seth **GSMC& KEMH**-Department of Clinical Pharmacology& if not found as per specification, in such case his offer though lowest will not be considered
4. Payment will be made within 30 days from the date of satisfactory supply, submission of the bills and submission of all documents for execution of written contract.
5. **Contract deposit:** Successful vendor shall have to give a Performance Bank Guarantee@ 10%of the total contract cost from the Bankers & same will be retained 6 months after completion of contract 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 counter signed by the Manager of a Branch of the same, within the Mumbai City limit categorically endorsing there on that the said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to been forced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.
6. The vendor should give free delivery to user department of Seth GS Medical College within specified period from the date of placing the order.
7. **Order:**The **GSMC& KEMH**-Department of Clinical Pharmacology and DJST will place orders as and when required during the contract period.
8. **Penalty:**Late supply or installation will be penalized as per ClauseNo.28 of Articles of Agreement.

- 9. Acceptance of Tender:** The decision of the Dean(G&K) & Managing Trustee, DJST shall be final and binding and Dean(G&K) & Managing Trustee, DJST do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible. Dean(G&K) & Managing Trustee, DJST reserves the right to reject any or all tenders and relax/stringent any of the condition of tender without assigning any reasons.
- 10. Contact details:** Address, E-Mail, Tel./Fax No. of the manufacturer, authorized distributors/dealers/agents in Mumbai.
- 11. Liquidated damage.**The conditions of the contract provide for the damages for the late delivery as liquidated damages. In the event of late delivery of materials, the contractor shall pay to the Dean(G&K), **GSMC& KEMH**-Department of Clinical Pharmacology and DJST liquidated damages assume quarto half percent of quoted price of the material/equipment supply late per week calculated from the next day after the agreed delivery, period is over. This is subject to maximum limit@10% of the quoted price of the equipment/material. Such penalty is to be deducted always by the consignee from the contractor's balance bill, B. G. or any money due to the contractor from Dean (G&K), **GSMC& KEMH**-Department of Clinical Pharmacology and DJST.

OR

To purchase from elsewhere after giving due notice to the contractor on that account and at his risk, stores not delivered or otherwise of a similar description without cancelling the contract in respect of the consignment not yet due for delivery.

OR

To cancel the contract and orders, for feature of performance Bank guarantee and blacklisting the firm/company along with their partners/directors. The primary responsibility for the supply of items in time shall rest with the supplier.

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

If the vendor does not submit 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 maybe, Affidavit for compliance of condition no.7 of 'General Instructions to the Vendors' and Best rate quoted as per annexure – 3.

13.In case one or more offers with the same prices are received, the decision of the Dean (G&K) & Managing Trustee, DJST to accept any of the offers shall be final and the said decision shall be binding on the vendors.

I/We have gone through the “General Instruction to the vendor”, “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 vendor with
Official Seal and Address.**

Annexure: 3

Affidavit by vendor towards eligibility and acceptance of terms and conditions of the tender and for compliance of condition no. 7(incl. Of 7a, 7b and 7c) of articles of agreement and best rate quoted.

(To be filled in and signed by the vendor and to be submitted on non-judicial paper of Rs,200/-duly notarized by Notary Public/First Class Magistrate along with bid)

(To be submitted in folder 'A')

AFFIDAVIT

To,
Dean,
Seth GS Medical College & KEM Hospital and
Managing Trustee,
Seth GS Medical College & KEM Hospital
Diamond Jubilee Society Trust (DJST),
Parel, Mumbai 400 012.

Sir,

Ref: Your tender /enquiry 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 quotation 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/quotation for aforesaid supply/work.

"I/We (full name in capital letters, starting with surname),the Proprietor/ Managing Partner/ Managing Director/ Holder of the Business/Manufacturer/Authorized Dealer, for the establishment /firm/registered company, named herein below, do hereby undertake that we have offered the best

prices for the subject supply/work as per the present market rates and that we have not offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the Seth GS Medical College (**GSMC& KEMH-Department of Clinical Pharmacology**) and DJST also. Further, we have filled in the accompanying quotations with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender and failure to execute.

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 **GSMC& KEMH-Department of Clinical Pharmacology** and DJST for any such losses or inconveniences caused to the **GSMC& KEMH-Department of Clinical Pharmacology** and DJST, in any manner and will not resist any claim for such compensation on any grounds what so ever .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 **GSMC& KEMH-Department of Clinical Pharmacology** and DJST.

I/We hereby request you not to enter into a contract with any other person/persons for the supply/work underlying this contract for which the present tender is submitted until notice of non-acceptance of this tender has been first communicated to me/us and in consideration of your agreeing to refrain from so doing I/We agree not to withdraw the offer constituted by this tender before the date of communication to me/us or such notice of non-acceptance, which date shall be not later than fifteen days from the date of the decision of the Dean (G&K),**GSMC& KEMH-Department of Clinical Pharmacology** and DJST, not to accept this tender.

I / We have quoted for all Items and Quantities as per your specifications, which include all Taxes and Duties payable & born by us 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.

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

variation/differential has been arisen. In case, if the explanation submitted by me/us is unsatisfactory then action may be taken against me/us.

I/ we undertake that I/we have thoroughly read and understood the terms and conditions as indicated in this tender document and accept all the terms and conditions. I/ we also undertake that I /we have also appraised myself /ourselves with Seth GS Medical College, Department of Clinical Pharmacology (**GSMC& KEMH-DCP**) and DJST, actual nature of supply/work and other prevalent conditions.

I/we hereby confirm that I/we will be able to carry out the supply/ work 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 **GSMC& KEMH-Department of Clinical Pharmacology** and DJST. I/We confirm that I / We shall not sublet the work or supply to any other agency without the prior approval of the Dean (G&K) and Managing trustee, DJST.

I/We agree to abide the regulations of the **GSMC& KEMH-Department of Clinical Pharmacology**) and DJST premises now in force or which may come into force, during the currency of the contract. I/ We also undertake to carry out the supply/work without any interference, what-so-ever to the supply/work.

I/We agree for reserving the right to stop any supervising staff/lab or employed by me/us from entering in the **GSMC & KEMH-Department of Clinical Pharmacology** and DJST premises/area, if **GSMC& KEMH- Department of Clinical Pharmacology** and DJST feels that the said person is an undesirable element or is likely to create mischief. Dean (G&K) and Managing trustee, DJST will not be required to assign any reason while exercising this right and I/We shall abide by such decision of the Dean(G&K) and Managing trustee, DJST as final and binding on me/us.

I/ We agree to execute an agreement in the Proforma given and shall bear necessary cost of stamp duty as per Government directives in this regard.

I/We also agree,to undertake to carry out all types of supply /work covered under Items of this tender as ordered from time to time by the Officer in Charge or by his authorized representatives.

I/whereby 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 quotations shall not be considered by **GSMC& KEMH**-Department of Clinical Pharmacology and DJST and I/we will be liable for action as per terms and condition.

The acceptance of this tender by **GSMC& KEMH**- Department of Clinical Pharmacology and DJST,shall constitute abinding contract between me/us and **GSMC& KEMH**- Department of Clinical Pharmacology and DJST.I/we solemnly confirm the compliance of all the requirements/Conditions of the tender documents.

I/wehere by certify that I/we was/ were never blacklisted by any of central Govt./state Govt./Public sector undertaking/any other Local body.

Solemnly affirmed on this the day of 2021.

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

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

Annexure:4

Proforma for Manufacturer's Authorization Letter
(To be submitted in Folder 'A')

To,
Dean,
Seth GS Medical College & KEM Hospital and
Managing Trustee,
Seth GS Medical College & KEM Hospital
Diamond Jubilee Society Trust (DJST),
Parel, Mumbai 400 012.

Dear Sir,

Reference: -Your Enquiry No. dated.

We, _____ who are an established and reputed manufacturer of (name & description of the goods offered in the enquiry) having factories at _____, hereby certify that M/s.(name & address of the distributor/dealer/ agent) is our authorized distributor/dealer/agent & authorize them to submit quotation, process the same further and enter into a contract with you against your requirement as contained in the above referred enquiry for the above goods manufactured by us.

This authorization is valid till _____

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.

Annexure: 4a

Proforma for Triparty Agreement between GSMC& KEMH- Department of Clinical Pharmacology, Manufacturer and Bidder

(In case of bid submitted by vendors other than 100% Indian subsidiaries/Authorized sole Distributor/ Dealer for foreign Manufacturer on Rs. 500.00 stamp paper)

(To be submitted in Folder 'A')

Tender No. _____

This agreement made on this theday of, Two Thousand between **GSMC& KEMH-** Department of Clinical Pharmacology, having its office at Seth GS Medical College, Parel, MUMBAI 400012 hereinafter referred to as the PURCHASER (1st Party)

And **M/s.....**, India. a firm (hereinafter referred to as the "SUPPLIER" which expression where the context admits shall include its successors in interest and assigns of the other part (2nd party)

And **M/s.....** (3rd Party as Principal).

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

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

Purchaser will be given 10% bank guarantee by the Manufacturer/Sole Distributor/Importer/Dealer for foreign Manufacturer towards the performance of the supplied equipment for the product life cycle (3yrs warranty plus 5 years CMC/AMC) (8 years).

Manufacturer has accepted the bid terms and conditions submitted by his Sole Distributor / Dealer/ Importer for the Comprehensive/Annual Maintenance Contract & Supply Order terms under reference and whereas the Sole Distributor / Dealer/ Importer has agreed to execute the CMC/AMC on the quoted rate, terms and condition as hereinafter referred to at a comprehensive/ annual

maintenance cost (Inclusive of taxes, Duties Levies, octroi, transportation, handling, insurance, sales tax etc.)

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

NOW THIS AGREEMENT WITNESSED & THE PARTIES AGREES AS FOLLOWS:

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

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

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

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

- a) The CMC/AMC will be effective from the day after successful completion of warranty/ guarantee period. During CMC/AMC period, the Service Engineer will have to make 04 (four) compulsory Quarterly visits per year for preventive maintenance while breakdown calls (unlimited) will be attended within 72 hours (3 days) from the date & time of lodging of complaint with the supplier / principle through phone / fax/person/post/courier/e-mail. The complaint/message will be sent to the address given in this contract as well as in supply order.
- b) If the breakdown is attended and rectified within 120 hours (5 days) at our sits, no penalty/ deduction will be made from the CMC/AMC bill.
- c) If it is not rectified within 120 hours (5 days) i.e., stipulated time by the supplier at our site, deduction will be made @ double the prorated basis CMC/AMC charges per day from the bill after allowing stipulated period of 120 hours i.e., 5 days.
- d) If the problems are required to be rectified at Service Centre site/workshop/premises, additional 7 days period will be allowed i.e., total 10 days from the day of initial breakdown report. Normal CMC/AMC charges for additional 7 days period will be deducted from the bill of CMC/AMC on prorated basis. If the equipment is not made available in all respect after rectification from the Service Centre site/ premises within 10 days, there will be a provision to deduct @ double the CMC/AMC charges/ day on prorated basis from the bills for delayed period.
- e) The CMC/AMC will be comprehensive, and it will include supply, fitment, Maintenance, repair of the equipment, its parts. Arrangement of spares will be the sole responsibility of the Principle Manufacturer and / or its Sole Distributor /Dealer/Importer (in case of imported item) for which no extra charges will be paid to the party by MCGM as it has already been incorporated in CMC/AMC charges.
- f) In the event of failure of the Dealer/Indian distributor/importer to execute the CMC/AMC as per agreed TENDER terms and conditions, the entire responsibility to execute the CMC/AMC will be on the Principal Manufacturer/OEM at the quoted cost only.
- g) In case the Principal Manufacturer changes the Sole Distributor/Dealer/Importer, it will be the sole responsibility of the Principal Manufacturer/OEM to communicate the same

immediately to MCGM management to get the CMC/AMC executed uninterrupted through their reappointed/nominated Sole Distributor/Dealer/Importer to ensure that there is no discontinuation of the CMC/AMC due to change/reappointment of Sole Distributor/Dealer/Importer etc. DEAN (G&K) or authorized representative will represent **GSMC& KEMH-** Department of Clinical Pharmacology for agreement and its further renewals. Performance Bank Guarantee which will remain valid up to the end of 08 year which will be the responsibility of the Principal Company.

- h) The responsibility of supply, installation, testing and commissioning of medical equipment's along with 3 years warranty and 5 years Comprehensive Maintenance Contract / Annual Maintenance Contract (As applicable) shall be of Manufacturer and sole Distributor/ Dealer/ Importer JOINTLY AS WELL AS SEVERALLY.
- i) No advance payment will be made to the supplier on a/c of CMC/AMC rather; the payment of AMC/CMC of the medical equipment shall be made on six monthly basis subjects to satisfactory completion of maintenance and servicing activities. In case of no Breakdown, failure in providing Quarterly Preventive Maintenance service will lead to nonpayment of proportionate CMC/AMC charges for that six-month payment.
- j) This is a firm & fixed price agreement for CMC/AMC till CMC/AMC period. No taxes, duties etc, shall be reimbursed by the PURCHASER separately on this account and no variation/escalation shall be applicable during agreement period. The CMC/AMC charges are exclusive of Service Tax/VAT which will be paid at actual by MCGM separately during the CMC/AMC period.
- k) I/We..... (Manufacturer)and
I/We..... (Sole Distributor/Dealer/ Importer)

hereby further state and declare that I/We are

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

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

The supplier/supplier/Principal OEM should make request in writing to the **GSMC& KEMH**-Department of Clinical Pharmacology for settlement of such disputes /claims within 30 (thirty) days of arising of the cause of disputes/claim failing which no disputes/claims of the supplier shall be entertained by the company.

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

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

SIGNED, SEALED & DELIVERED

	By the said Supplier (2nd party)	By the said (1st party)
For M/s.	For GSMC & KEMH- -Department of Clinical Pharmacology	
	Signature_____	Signature_____
	Name: -	Name:
	Designation:	Designation:
	Address:	Address:
	By the said (3rd party)	
	For MANUFACTURER/OEM	
	Signature_____	
	Name:	
	Designation:	
	Address:	

IN THE PRESENCE OF (WITNESS)

Signature	Signature
Name:	Name:
Address:	Address:

Annexure:5

Proforma for Performance Certificate

(To be submitted in Folder 'A')

(Past Performance Certificate which must be valid and current on the due date in respect of supply of _____ to State Government/Central Government or their undertaking/Semi Government Local Bodies/Large Corporates (without disclosing rates therein) should be submitted.)

Tender No. _____

“M/s have supplied satisfactorily their
to our institution in (month/year)
and their performance /the service support is satisfactory”.

**Signature and designation of the authorized
officer issuing performance certificate**

**NOTE: Past Performance or Experience Certificate should be in the name of
vendor ¬ in the name of Manufacturer.**

Annexure:6

Proforma for Performance Statement

(For the period of last two years)

(To be submitted in Folder 'A')

Specify how much quantities of products were supplied to the State Government/ Central Government or their undertakings/ Semi Government/Local Bodies/ Large Corporates as shown below. (Use separate sheet, if necessary)

Tender No.: _____

Date of Opening: _____

Time: _

Name & Address of the vendor: _____

Name & Address of manufacturer: _____

Order placed by (Full Address of User) Purchase/Consignee)	Description and quantity of Products Ordered goods and services	Have goods been functioning satisfactorily (attached documentary proof) **
1	2	3

Signature & seal of the vendor

****The documentary proof will be a certificate from the consignee/end user with cross reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, vendor will be liable for action decided by Seth GS Medical College Department of Clinical Pharmacology and Seth GS Medical College & KEM Hospital Diamond Jubilee Society Trust (DJST).**

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

Annexure: 7**Proforma for Details of the Item Data Rate****(To be submitted in commercial offer i.e. Folder 'B')**

1	Technical Specifications of Equipment: - As per Annexure — 10 attached					
Item No.	Description	Quantity in Nos.	Rate per machine Rs.	Tax (GST/ any other) Rs.	Total Cost of the machine Rs.	
A	Supply, Installation, Testing and Commissioning (SITC) of Instrument along with standard Accessories, Consumables and CMC for 5 years after warranty of three years for GSMC& KEMH- - Department of Clinical Pharmacology Make: - Model: -					
A1	Comprehensive Maintenance Contract					
	1st Year					
	2nd Year					
	3rd Year					
	4th Year					
	5th Year					
	Total of A1					
	Total (A + A1)					
	List of Consumables: -					
Sr. No.	Details		No.	Cost per No. in Rs.		
1						
2						

Note: Tenderer should quote the rates in INR only
Comprehensive Maintenance Contract charges per year should not exceed 8% of the total cost of the equipment