

SETH GS MEDICAL COLLEGE

&

KEM HOSPITAL

ACHARYA DONDE MARG, PAREL, MUMBAI – 400 012.

GENERAL INSTRUCTIONS AND ARTICLES OF AGREEMENT

FOR PROCUREMENT OF EQUIPMENT

FOR

SETH GS MEDICAL COLLEGE

MULTIDISCIPLINARY RESEARCH UNIT

(GSMC-MRU)

Febrary 2017

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**SETH GS MEDICAL COLLEGE
MULTIDISCIPLINARY RESEARCH UNIT
(GSMC-MRU)**

NOTICE INVITING QUOTATIONS

No. GSMC/MRU/EQUIP/PUR/ 178 /2016-17

Dated 13.02.2017

Dean, Seth GS Medical College & KEM Hospital [Dean (G&K)] and Managing Trustee, Seth GS Medical College & KEM Hospital Diamond Jubilee Society Trust (Managing Trustee, DJST) Parel, Mumbai 400 012. invites sealed quotations to supply, transport to site, installation and commissioning of following **Equipment** from reputed and financially sound manufacturer/ dealer/ firm/ company etc. excluding those who are blacklisted, demoted and debarred in MCGM, P.W.D, other Government/ Semi Govt. organizations in India, as per terms and conditions, for the establishment of **Seth GS Medical College & KEM Hospital Multidisciplinary Research Unit (GSMC-MRU)** as indicated below: -

Phase II - Equipment list			
Sr. No.	Enquiry No.	Name of Equipment	Qty
1.	GSMC/MRU/EQUIP/2015-16/009	Biosafety Cabinet	1
2.	GSMC/MRU/EQUIP/2015-16/006	Freezer (-30 degree)	1
3.	GSMC/MRU/EQUIP/2015-16/022	Liquid N2 tank	1
4.	GSMC/MRU/EQUIP/2015-16/034	Gas chromatography-Mass Spectrophotometry (GC-MS)	1
5.	GSMC/MRU/EQUIP/2015-16/035	High Performance Liquid Chromatography (HPLC)	1
6.	GSMC/MRU/EQUIP/2015-16/036	Real Time PCR system	1
7.	GSMC/MRU/EQUIP/2015-16/037	Refrigerator Laboratory	1
8	GSMC/MRU/EQUIP/2015-16/038	Freezer (-70 degree)	1
9.	GSMC/MRU/EQUIP/2015-16/039	Micropipettes	2

The quotations shall consist of 2 parts, namely **Folder-A and Folder-B**, in separate sealed cover. **Folder-A** of the quotation shall cover **administrative** and **technical** aspects; and **Folder-B** the **commercial** aspects of the bid. **Sealed covers of Folder-A and Folder-B offers shall be submitted in one sealed cover separately for each equipment with name of equipment and due date superscripted** on the cover and this will be received up-to **2:00 PM** on **7th March 2017**.

The quotations will not be accepted after due date and time.

The quotations should be addressed to:

Seth GS Medical College & KEM Hospital Diamond Jubilee Society Trust

Parel, Mumbai 400012.

Kind Attn: Nodal officer, GSMC-MRU

Address for Communication and submission of tenders : Seth GS Medical College Multidisciplinary Research Unit (GSMC-MRU),
2nd Floor, Mortuary Building,
Parel, Mumbai 400012.
Tel.No.:022-24107046; 022-24107482
022-24181744; 022-24156513

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 quotations without assigning any reason at any stage.

By Order of the [Dean (G&K)] and Managing Trustee, (DJST)

Sd/-

Nodal officer (GSMC-MRU)

GENERAL INSTRUCTIONS TO THE 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.

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 of only supply bidder should have experience of executing similar supply for last 2 years.

2. Administrative documents (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 may be.
- 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 VAT registration certificate or CST registration certificate as the case may be in prescribed form.
- VI. Pan card 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 in case of proprietary /Ownership firm
 - ii) PAN Card of Company in case of Private Limited Company
 - iii) PAN Card of a firm in case of Partnership firm
 - c) PAN Card of the 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, 7B and 7C) of Articles of Agreement and Best Rate quoted. (Annexure– 3)

3. Technical documents (MANDATORY) – Folder – A

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 there appears 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 & not 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: -

- (a) Basic price with warranty and CMC as specified in the specifications
- (b) Other charges such as freight, insurance, installation, charges on road permit, transportation upto site of installation, bank charges and any other charges whatsoever it may be;

- (c) Excise Duty, Customs Duty/ Octroi *(if applicable) (should be shown separately)*
- (d) Road permit tax or any other entry tax *(if applicable)*
- (e) State / Central Sales Tax / or VAT *(as may be applicable)*

Note: If any vendor quotes their commercial offer in any foreign currency other than **Indian** Rupee, the same will be converted into Indian Rupees for comparison taking the prevailing exchange rate on the date of opening of commercial offer. DJST has been recognized as **SIRO by DSIR. Govt. of India** and to avail the **exemption in part of custom duty**, basic prices of the imported equipment preferably be quoted in foreign currency.

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.

While quoting the prices, it must be inclusive of all taxes like VAT, Octroi, C.S.T, Service Tax, All Duties, Levies, Excise Duty, Custom Duty etc. The rate quoted will be taken into consideration for evaluation and price comparisons

5. Documents to be submitted:

Photocopies of specific documents mentioned in respective tender schedule copy attested from Gazetted 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 GSMC-MRU 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 after award of contract it is found that the accepted vendor violated any of the clauses (7, 7(A) or 7(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 / discount 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-MRU) 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-MRU / 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-MRU / DJST within specified period from the date of placing the order.
19. **Contract:** Contract means the Contract Agreement entered into between the Purchaser, henceforth called Dean (G&K), GSMC-MRU 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 all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.

The Contract Agreement means the agreement entered into between the Dean (G & K), GSMC-MRU & 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 conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition.

The contract entrusted to the successful 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-MRU 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 condition of proposal without assigning any reasons.
- 22. Acknowledging communications:** Every communication from the Dean (G&K), GSMC-MRU 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-MRU and DJST.
- 25. Information regarding payment:** Payment will be made within 30 days from the date of satisfactory supply, submission of the bills thereof 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 vendor 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 Schedule 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-MRU 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-MRU 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 forfeiture 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-MRU 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-MRU 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-MRU 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-MRU 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 treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and the Dean (G&K), GSMC-MRU 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 contractor 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-MRU 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-MRU 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-MRU and DJST for any such losses or inconveniences caused to the Dean (G&K), GSMC-MRU 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-MRU and DJST Affidavit shall be submitted-in this respect as per annexure – 3.

37. Vendors participating in this bidding process have to 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-MRU 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-MRU 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-MRU 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-MRU and DJST have their 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, furnish photo state copy of Certificate of Registration.
 - b. In case of Limited Companies furnish a copy of the memorandum of Article 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 etc.)
7. Whether tenderer is a Manufacturer / Distributor (State the category)
8. Name and post of the five Officer 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. **Number of Models:** 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 than 120 days shall be rejected outright.
3. **Testing/verification:** of the samples of the lowest tenderers if required will be carried out by Seth GSMC-MRU & if not found as per specification, in such case his offer though lowest will not be considered
4. **Payment:** 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 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.

6. **Delivery:** 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-MRU and DJST will place orders as and when required during the contract period.
8. **Penalty:** Late supply or installation will be penalized as per Clause No. 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-MRU and DJST liquidated damages a sum equal to 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-MRU 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, forfeiture 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 may be, 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 Multidisciplinary Research unit (GSMC-MRU) 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-MRU and DJST for any such losses or inconveniences caused to the GSMC-MRU and DJST, in any manner and will not resist 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 GSMC-MRU 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- MRU 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 Multidisciplinary Research Unit (GSMC-MRU) 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-MRU 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-MRU) 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/ labour employed by me / us from entering in the GSMC-MRU and DJST premises/area, if GSMC-MRU 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/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 quotations shall not be considered by GSMC-MRU and DJST and I /we will be liable for action as per terms and condition.

The acceptance of this tender by GSMC-MRU and DJST, shall constitute a binding contract between me/us and GSMC-MRU and DJST. I/we solemnly confirm the compliance of all the requirements / Conditions of the tender documents.

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

Solemnly affirmed on this _____ the day of _____ 20 .

**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 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:5
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.

“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 & not in the name of Manufacturer.**

Annexure:6

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last two years)

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	Description and quantity of	Have goods been functioning
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 Multidisciplinary Research unit (GSMC-MRU) 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

Details of the Item Data Rate to be filled by tenderer 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 Incl. all taxes	Total Cost of machines
	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 - MRU 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 may fill in the rates in INR or foreign currency. The parts which are supplied indigenously will have to be quoted in INR separately

Annexure - 8

Proforma of Articles of Agreement for the purchase of material/equipments.

Quotation due on _____

Contract for the Supply / work of: _____

THIS AGREEMENT MADE ON THIS _____ Day of _____ Two Thousand
Between _____ Shri / Smt (*Partner*
/Proprietor's Full Name) inhabitant/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

DR _____ the Dean, Seth GS Medical College & KEM Hospital [Dean
(G&K)] and Managing Trustee Seth GS Medical College & KEM Hospital Diamond
Jubilee Society Trust (DJST) in which expressions are included unless such inclusion is
inconsistent with the context or meaning therefore, include [Dean (G&K)] and Managing
Trustee, DJST and any officers of GS Medical College & KEM Hospital and DJST
authorized by [Dean (G&K)] and Managing Trustee, DJST and shall also include their
successors & assign/ assignee for the time being holding office, of the SECOND PART

Shri / Smt. _____ the Nodal officer,
Seth GS Medical College Multidisciplinary Unit (GSMC-MRU) in which expressions are
included unless such inclusion is inconsistent with the context or meaning therefore,
include Nodal officer, GSMC-MRU and any officers of GSMC-MRU authorized by the
Nodal officer, GSMC-MRU and shall also include their successors & assign/ assignee for
the time being holding office, of the THIRD PART

WHEREAS the [Dean (G&K)] and Managing Trustee, DJST has interallia deputed his
powers, functions and duties to the Nodal officer, GSMC-MRU.

AND WHEREAS the Nodal officer, GSMC-MRU in pursuance of the power vested in
him/her recently invited Quotation for supply of the material and/or certain articles/ certain
works mentioned in the specification here to annexed.

AND WHEREAS the contractor/s has/have submitted quotation for the Supply of the material and/ or work thereof and his / their said quotation was accepted by the Nodal officer, GSMC-MRU on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Contractor/s has /have paid deposit of Rs._____ (Rupees_____) in the office of GSMC-MRU or DJST as Contract Deposit for the due and faithful performance of this contract OR has/ have furnished the General Undertaking and Guarantee for Rs. (Rupees_____) of Bank, for the payment interallia of the said amount of the Contract Deposit in the office of Nodal officer, GSMC-MRU 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 (G&K)] and Managing Trustee, DJST, Nodal officer, and GSMC-MRU 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 (G&K)] and Managing Trustee, DJST Nodal officer, GSMC-MRU purchasing Officer as being of good quality and in good working order.

2. Contract deposit.

Successful vendor shall have to pay a contract deposit @ 10% of the total contract cost in the form of Bankers' from the Bankers approved by Nodal officer, GSMC-MRU & same will be retained 6 months after completion of contract period.

3. Supply to be made according to the Order

The contractor/s shall, during the continuance of this contract, from time to time and at all times as and when the purchase order for the same shall be placed as required by the any officer of the Nodal officer, GSMC-MRU authorized in that behalf (such purchase order shall be in writing and signed by the said officer) supply/execute and do or cause to be executed and done according to the directions and to the entire satisfaction of the officers of the Nodal officer, GSMC-MRU authorized in that behalf within the stipulated period, after receipt of the respective purchase orders in such quantities as may from time to time be placed for such of the brittles specified in the schedule hereunto annexed or carry out any or all works comprised in this Contract which the Contractor/s may be called upon to do at the rates set opposite to the said respective articles/works in the said Schedule.

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, Dean (G&K)] and Managing Trustee, DJST/Nodal officer, GSMC-MRU / purchasing Officer shall exercise his discretionary powers to recover from the Contractor/s as agreed, liquidated damages 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, with the GSMC-MRU and DJST.

3(b). Period: Unless otherwise stated elsewhere in this Contract, goods shall be delivered by the Contractor/s within stipulated period from the date of receipt of Order by the Contractors.

4. Place of Delivery

The articles/provisions so indented for, unless otherwise specified shall be delivered by the Contractors at user department of Seth GS Medical College & KEM Hospital/the indenting office/ actual place of installation and commissioning of premises of GSMC-MRU/ DJST, as may be mentioned in the respective indents for the same and all charges for the carriage and delivery thereof, and stacking to or at such place or places, measuring the quantities in the manner specified testing qualities and soundness of materials for workmanship of all parts of the said articles

at the time of delivery in such manner as may be directed by the authorized officer, replacing damaged or defective part/s of the articles shall be borne by the Contractors. No expenses and no risk of any description shall be borne by the GSMC-MRU /DJST until actual delivery of the materials shall have been taken by the GSMC-MRU/ DJST. The Contractors shall exercise all possible care while delivering and stacking the materials within DJST/ GSMC-MRU's premises. The cost of any damage done by the Contractors or their agents to DJST/ GSMC-MRU's property while delivering and stacking etc. the materials shall be recovered from their bills or any other outstanding dues. The materials shall be delivered by the contractors as per the convenience of the individual user department.

5. Quality

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

6. Quantity

The quantity in the schedule is approximate. GSMC-MRU/ DJST agrees to purchase the articles valued at not less than 25 percent of the total amounts of the contracts

7. Penalty for Inferior Supply

If the articles supplied are is found of inferior quality or not as per the specification, when tested through Govt./Govt. approved Lab / having NABL accreditation and test reports are not found in consonance with the pre-tested sample submitted along with the tender, the supply shall be rejected and

- i) If the default committed by the vendor /supplier is of first time he is liable for penalty up to 20% of the total purchase cost and
- ii) If the default committed is of second time, the firm shall be blacklisted for a period of three years and
- iii) If the default committed is of third time or more than that, the firm shall be permanently blacklisted.

8. Rejection & appeal

Nodal officer, GSMC-MRU/ Secretary, DJST/ the purchasing officer, shall not be bound to assign any reason in case of his rejecting the materials or articles supplied by the contractors, but the decision of the said rejecting authority shall be subject to appeal to the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, (DJST), whose decision as to Whether the said articles shall be accepted or rejected shall be final and binding on the Contractor(s).

9. Fees

The contractors shall pay such fees as may be decided to be levied by the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, (DJST) in connection with the inspection, and field /or laboratory tests of materials supplied by the contractors. Such payment will however, be enforced only in the event of the articles supplied and the test results being found to be inferior to specifications or stipulated quality. Unless otherwise stated elsewhere in this contract, the materials destroyed partly or fully, during the process of inspection or testing shall be replaced by the contractor free of cost.

10. Risk & Cost Purchase

In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily any of the said articles 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, Seth GS Medical College & KEM Hospital and Managing Trustee, (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, Seth GS Medical College & KEM Hospital and Managing Trustee, (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 extra cost thereof (if any) and all expenses there thereby incurred which shall include a minimum charges of 5 per cent, in all cases of default, which may be

raised to a maximum of 15 per cent, in special cases at the discretion of the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, (DJST) shall be payable by and/or may be deducted from any moneys due or to become due to the Contractors under this or any other contract between the contractors and the GSMC-MRU/ DJST. The Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, (DJST) may, however, fix such other subsequent date as he may think fit by which the delivery of the said articles or execution of the said work shall be completed.

11. Articles can be brought from elsewhere

GSMC MRU/DJST shall be under no obligation to purchase from the contractors all or any of the articles specified in the said schedule or otherwise, but only such articles and those in such quantities, as may from time to time be indented for on the contractors by the purchasing Officer. The Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, (DJST) has the option of purchasing any of the articles from the market or other Contractors or elsewhere.

12. Submission of Bill

The Contractor/s shall on completion of the delivery of the articles or completion of the work mentioned in the respective order, present his/their bills in duplicate to the purchasing officer within 8 days from the date of the completion of such delivery/work.

13. 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 GSMC- MRU/ DJST Employees, and if he / they or any of them shall do so, The Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, (DJST) shall be entitled to forthwith terminate this contract and forfeit the / Contract Deposit without prejudice to the other rights and remedies of the GSMC-MRU/DJST, claim damages from the Contractor/s for the breach of the Contract.

14. 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 Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST 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 GSMC- MRU/ DJST all loss, cost and damage of every description which the GSMC- MRU/ DJST 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 Contract Deposit as aforesaid shall be absolutely forfeited to the Corporation as liquidated damages for such failure or breach or determination of the contract.

15. 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 makeover the present contract or the benefit thereof or any part thereof to any person/s whomsoever without the previous consent in writing of the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST for the time being. In case the Contractor/s shall at any time commit any breach of this covenant then the Contract Deposit shall be forfeited to the Corporation and shall be retained by the GSMC-MRU/ DJST as and for liquidated damages.

16. Disputes etc to be decided by the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST

If any dispute or difference shall arise between Nodal officer GSMC MRU/ Secretary, DJST 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 presents or any of them or the quantity or quality thereof the delivery, stacking measurement, weighment for making thereof or other action taken, or purporting 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 Nodal officer, GSMC-

MRU/ Secretary, DJST or the Officer aforesaid or the mode of carrying out and giving effects to the provisions of these presents, or concerning the meaning or intention of this contract or of any part thereof or concerning any certificate or order made or purporting to have been made thereunder, or in any ways whatsoever relating to the interest of the GSMC-MRU/ DJST or of the contractor, every such dispute and difference shall from time to time be referred to and be settled and decided by the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST, 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 them and who shall decide and determine thereon: and to the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST shall also be referred to the settlement of this contract and the determination of the sum or sums or balance of money to be paid or received from the Contractor by the GSMC-MRU/ DJST.

17. Directions & decisions of Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST to be final and binding

The directions, decisions, certificates, order and awards given and made on such reference as aforesaid of the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST (which said directions, decisions, certificates, orders and awards may be made from time to time) shall be final and binding upon the GSMC-MRU/ DJST and the Contractor respectively 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 other ground or for any pretence, suggestion, charge, insinuation of fraud, collusion or confederacy or otherwise, howsoever, and it shall not be competent for the contractor of the GSMC-MRU/ DJST to expect to any hearing or determination before or of the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST or to any certificate, order or award by the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST on the ground of any want of jurisdiction or excess of authority or irregularity of proceeding, but all matter made the subject of any such hearing or determination or included in any certificate, order or award, and whether of retrospective or prospective operation or effect, shall be deemed to have been properly submitted to the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST and be taken to have been properly adjudicated upon.

18. Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST not compellable to defend or answer any suit relating to any certificate or award made by him.

The Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST shall not be made a party to or be required to defend or answer any action, suit or proceedings at the instance of the GSMC-MRU/ DJST 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 matter 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 the premises, 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.

19. GSMC-MRU/ DJST's lien over all moneys due to the Contractor or his deposit

The GSMC-MRU/ DJST shall have a lien on 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 under the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the GSMC-MRU/ DJST 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 GSMC-MRU/ DJST and the Contractor/s and also for or in respect of any Tax or Taxes or other money which may become due and payable to the GSMC-MRU/ DJST by the Contractor/s either alone or jointly with another or any other Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST on behalf of the GSMC-MRU/ DJST 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 these 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.

20. Termination of the Contract

These presents in every clause matter and thing herein contained shall cease and determine on the.....Two Thousand..... (Unless the same shall have been previously determined by the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST 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 any have been broken or not performed

21. Return of the Contract Deposit:

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.

22. Banker's Guarantee

In the event of the said deposit of Rs.....having been made by the Contractors by delivery to the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST of the General Undertaking and Guarantee of the Bankers of the contractors and of the contractors and of the Contractors under any of the provisions 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 then and in any such case the amount of any such penalty or damages and the deposit so forfeited if not previously paid to the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST shall immediately on demand be paid by the said Bankers to and may be forfeited by the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST under and in terms of the said General Undertaking and Guarantee. If no penalty or damage of forfeiture of deposit shall be

exacted or claimable from or against the Contractors under this Contract the Contractors and the 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 Contractors and of the said Bankers and the right of the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST and/or the GSMC-MRU/ DJST to claim under the said General Undertaking and Guarantee for or in respect of any other subsisting contract entered into by the Contractors with the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST and/or the GSMC-MRU/ DJST.

23. Partnership

Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents shall if signed in the partnership name by any one of the Contractor/s be of a good and sufficient discharge to the Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST and GSMC-MRU/ DJST in respect of the money or security purporting to be acknowledged thereby and in the event of the death of any of the 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 Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, DJST or GSMC-MRU/ DJST may hereafter have against the legal representatives of any Contractor/s so dying or in respect of any breach of any of the conditions thereof, 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.

24. 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.

25. Singular – Plural

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

26. Meaning

The Word 'The Dean (G&K) and Managing Trustee, DJST or 'Dean (G&K) and Managing Trustee, DJST' wherever they occur in this Tender or in the Contract shall be construed to mean 'Dean, Seth GS Medical College & KEM Hospital and Managing Trustee, Seth GS Medical College & KEM Hospital Diamond Jubilee Society Trust (DJST)'

The Word 'The GSMC-MRU or GSMC-MRU wherever they occur in this enquiry or in the Contract shall be construed to mean 'Seth GS Medical College & KEM Multidisciplinary Research Unit.

The Word 'The DJST or DJST wherever they occur in this Tender or in the Contract shall be construed to mean 'Seth GS Medical College & KEM Hospital Diamond Jubilee Society Trust'

27. 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.

28. Penalty

If the contractor fails to comply with the order within the delivery, installation and commissioning period stipulated, the Dean (G&K) /DJST/GSMC-MRU/ Purchasing Officer shall exercise his discretionary power either: -

- (a) To recover from contractor as agreed, the liquidated damages or by way of penalty a sum not exceeding half percent of the price of the equipment/ material which the contractors have failed to deliver as aforesaid per week or part thereof during which the delivery of such equipment / material 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 any money due to the contractor from DJST/GSMC-MRU OR

(b)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 deliveryOR

(c)To cancel the contract and orders and forfeiture of contract Deposit

29. Warrantee

In case of contracts for items of plant and machinery, mechanical and electrical equipments, instruments, furniture, material and such other article etc., the Contractors shall, for a period of thirty six calendar months after the acceptance and installation of the equipment, maintain, uphold and keep the same in thorough repairs and working order at their sole cost and expense and to the entire satisfaction of the 'Dean (G&K) and Managing Trustee, DJST / nodal officer GSMC-MRU or the Purchasing Officer, the whole of machinery/equipment/furniture material & articles etc. 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/ articles.

30. 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 Instructions to the Tenderers including the Annexures thereof and the specification of the articles/work shall form parts & parcel of these Contract Agreement.

31. Operation of the Contract Clauses

The Dean (G&K) or nodal officer 'Dean (G&K) and Managing Trustee, DJST GSMC-MRU or his / her successor/s for the time being holding the office of the GSMC-MRU/ DJST 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 nodal officer 'Dean (G&K) and Managing Trustee, DJST GSMC-MRU shall be deemed to have been signed by the 'Dean (G&K) and Managing Trustee, DJST.

In witness, whereof the Contractors and the Dean (G&K) have hereunto set hands and the seal of the corporation has been hereunto affixed.

Signed, sealed and delivered by
Mr/Mrs

In the Presence, of

Signature, name and address of
Contractor

Witness 1

Witness 2

SIGNED, SEALED AND DELIVERED BY
By

Dean (G&K) and Managing Trustee, DJST

The common seal of the Dean (G&K) was

Affixed on this day of Two thousand

In the presence of Witness

(1)

(2)

Two Members of the Purchase Committee of the Seth GS Medical College
Multidisciplinary Research Unit

* Contract examined with the quotation and found correct.

Secretary,
Seth GS Medical College and
KEM Hospital Diamond Jubilee Society Trust

Nodal Officer,
Seth GS Medical College
Multidisciplinary Research Unit

Annexure - 9

BANKERS' GUARANTEE IN LIEU OF PERFORMANCE OF _____

THIS INDENTURE made this _____ day of _____ 2016

BETWEEN

THE _____ BANK

incorporated under the Indian Companies Act 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 and

_____ i

nhabitants carrying on business at

_____ in Mumbai under the style and name of Messers

_____ (hereinafter referred to as 'the contractors') of the SECOND PART and

Dr. _____, the Dean, Seth GS Medical College & KEM Hospital [Dean (G&K)] and Managing Trustee Seth GS Medical College & KEM Hospital Diamond Jubilee Society Trust (DJST) in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore, include [Dean (G&K)] and Managing Trustee, DJST and any officers of Seth GS Medical College & KEM Hospital Multi-disciplinary Research Unit (GSMC-MRU) and DJST authorized by [Dean (G&K)] and Managing Trustee, DJST and shall also include their successors & assign/ assignee for the time being holding office, of the THIRD PART and

WHEREAS the contractors, have submitted to the [Dean (G&K)] and Managing Trustee, DJST tender for the supply of _____ **for GSMC-MRU, 2nd Floor, Mortuary Bldg., Seth GS Medical College & KEM Hospital, Parel, Mumbai** and the terms of such contract require that the contractors shall deposit with the [Dean (G&K)] and Managing Trustee, DJST as Performance Guarantee a sum of

AND WHEREAS if and when any such tender is accepted by the [Dean (G&K)] and Managing Trustee, DJST, the contract to be entered into in furtherance thereof by the contractors shall provide that such deposit shall remain with and be appropriated by the [Dean (G&K)] and Managing Trustee, DJST towards the Performance Guarantee to be taken under the contract and be redeemable by the contractors, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them thereunder.

AND WHEREAS the contractors are constituents of the Bank and in order to facilitate the keeping of the accounts of the contractors, the Bank with the consent and concurrence of the Contractors has requested the [Dean (G&K)] and Managing Trustee, DJST to accept the undertaking of the Bank hereinafter contained in place of the contractors depositing with the [Dean (G&K)] and Managing Trustee, DJST the said sum as Performance Guarantee as aforesaid AND WHEREAS accordingly the [Dean (G&K)] and Managing Trustee, DJST has agreed to accept such undertaking.

NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the Contractors (hereby testified)

UNDERTAKES WITH the [Dean (G&K)] and Managing Trustee, DJST to pay to the [Dean (G&K)] and Managing Trustee, DJST upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole _____ under the terms of the said tender and/or the contract. The B.G. is valid up to _____ "Notwithstanding anything what

has been stated above, our liability under the above guarantee is restricted to _____ 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."

IN WITNESS, WHEREOF

WITNESS (1) _____

Name and _____

Address _____

WITNESS (2) _____

Name and _____

the duly constituted Attorney

Address _____

Manager Bank and the said

Messers _____

_____ (Name of the Bank)

WITNESS (1) _____

Name and _____

Address _____

WITNESS (2) _____

for Messers

Name and _____

(Name of the Contractor)

Address _____

ANNEXURE -10
SPECIFICATIONS

GSMC/MRU/EQUIP/2015-16/009
BIOSAFETY CABINET

1. The BSC to meet the requirements of class IIB2 NSF 49 or class II EN 12469; with regard to inward airflow (20.40 m/s according to EN 12469:2000 or 20.50 m/s according to NSF 49:2004).
2. It should have personal protection sample protection cross contamination protection and environment protection.
3. Face velocity of Inflow (Negative pressure): At least 100 fpm and velocity of down flow (positive pressure): At least 70 fpm
4. It should have dual blower for independent control for inflow and down flow velocities
5. Air flow direction: Vertical laminar flow and air intake across front opening
6. 100% of the air volume should be exhausted as sterile air back into the environment
7. Pressure sensor should be in built for exact air flow measurement for balancing air flow
8. The motor must automatically adjust the airflow speed without the use of damper to ensure continuous safe working conditions even without maintenance adjustments
9. Pre-filter construction preferred; easily accessible, filter change without tools preferred.
10. High-efficiency particulate air (HEPA) filter /ULPA (inflow and exhaust air filter); metal framed.
11. Internal working area (approximate): L x D x H: 3' X2' X2'
12. Single piece working surface
13. Inside finish: stainless steel, 304 grade or higher
14. External housing, including screws, made of stainless steel or equivalent resistant galvanized (zinc-coated) sheet steel, subsequently powder coated and thermally hardened; resistant to disinfectants and chemicals used in a medical testing laboratory, and abrasion resistant.
15. Vertically adjustable sliding window: aerosol-tight, sliding, safety glass (laminated multilayer safety glass only), thickness 26.7 mm, counterbalanced.
16. Working aperture: >170 mm measured from work surface to the bottom of the sash window.
17. Maximal lifting height of front window: 500 mm.

18. Ability to lock the window hermetically for gaseous disinfection for filter decontamination.
19. The UV light Ultraviolet C (UVC) light (253.7 nm wavelength) must be provided which should be programmed to turn off automatically. The settings must allow the user to program the timer from 30 minutes to 24 hours in 30 minute increments
20. Noise pressure level: <65dbA
21. Flicker-free, low-glare, warm-colored light, >1000 lux.
22. Electronic fan control
23. Control display on the front of the BSC. Electrical control or indicators.
24. Sleep Mode operation.
25. Flow meter for air inflow velocity
26. Flow indicator or meter for air downflow velocity.
27. Filter condition indicator
28. The microprocessor must display the number hours of use on the HEPA filters to ensure user knows when to replace the HEPA filters to achieve safe working conditions
29. Exhaust volume airflow/fresh airflow inward: for a 4ft BSC quantum should be 300-600 m³/h
30. Blower system to be able to maintain the airflow within a minimum window (narrow limits) on voltage fluctuations. Data to be available on request
31. Exhausted air should be pathogen free
32. Air duct construction to hard duct out or thimble exhausts air from the BSC. The air duct to be made for the BSC offered should fit precisely
33. Alarms, visible and/or audible, for any unsafe condition of the BSC (e.g. airflow, window position, hardware or software errors)
34. Documentation: Manufacturer's certificate
35. The manufacturer to individually test each BSC before shipment. The test report to be provided to the customer, with a duplicate fixed to the BSC. The tests to be performed with research-grade instruments for valid calibration according to test methods outlined in EN 12469 or NSF 49
36. The test report to contain at least data on: inflow air velocity, downflow air velocity filter leak scan for both filters to document filters' efficiency and integrity.
37. At least one set of operation, maintenance and service manuals to be provided

38. User training (including how to use and maintain the equipment) and a comprehensive maintenance plan. The cost of the maintenance plan to be defined and guaranteed over the period of warranty and CMC.
39. IQ, OQ, PQ and calibration certificates with traceability should be provided
40. The company should provide 3 years' comprehensive warranty and should provide CMC for a further 5 years after expiry of warranty period'
41. Technical support and required spares and consumables should be available for 7 years after expiry of initial warranty period
42. Quotation should include annual calibration for 8 years
43. 230 ± 10 V, AC, 50 Hz
44. Tropicalization the equipment offered, including its power supply, to be designed and constructed to operate properly and continuously in Indian conditions. The equipment must be tropicalized as below: Operating room temp: up to 40o C Storage room temp: up to 55o C Relative Humidity: up to 90% Non-condensing
45. Accessories All standard accessories, consumables and parts as required for the proper installation, operation and maintenance of the BSC to be included in the offer by the supplier and to be specified and quantified. The following accessories should be provided
46. Gas tap with solenoid valve, optional right or left side
47. Electric point inside workspace (15 / 5mA)
48. Castor wheel at base for easy movement when required
49. The equipments shall have valid European CE mark / US FDA approval and documentary evidence to that effect shall be uploaded
50. UPS: Online UPS 3 KVA which stabilized current at 230V with external maintenance free battery for minimum back up 60 min of the instruments in power failure
51. Vendor tenderers should have a full-fledged and well established service centre in Mumbai with engineers qualified in servicing of Biological Safety Cabinet. Please provide details of the same in Annexure - 1
52. Supply, installation, of Biological Safety Cabinet described in the specifications: The scope of work includes minor civil, mechanical and electrical works in the room/s provided by the hospital. The bidders are advised to make a site visit.

Sd/-
A.E (M&E)

Sd/-
Nodal Officer
Seth GSMC – MRU

DEEP FREEZER (-30°C)

1. Vertical/ Upright model
2. Microprocessor controlled digital display
3. Capacity: $\geq 200\text{L}$
4. Temperature adjustable to at least -30°C
5. Should be able to maintain -30°C upto 32°C ambient temperature
6. Separate corrosion resistant doors for each compartment
7. Heated door frame to avoid frost formation.
8. Separate rust free stainless steel freezer racks for two compartments along with the equivalent number of boxes to store 2ml tubes.
9. Four or more shelves as per requirement.
10. Refrigeration system- Heavy duty CFC free with hermetically sealed compressor and min. noise and vibration
11. Cabinet construction should be corrosion and rust free and should resist chipping. Interior should be made of corrosion resistant stainless steel.
12. Should be mounted on heavy duty lockable castor wheels for smooth movements.
13. Microprocessor based operational control- like temperature setting, temperature display, etc.
14. Freezer control monitor- audio –visual alarm indicators, maintenance indicator to take care of eventualities like power failure, high or low temperature, door open, probe failure, high or low voltage etc. Should provide auto rechargeable battery backup for temperature display and alarm system.
15. Digital display of set and actual temperature with temperature log.
16. Cooling type: Direct cooling or Force cooling
17. Defrost mode: Manual
18. Standard safety features as per International or national standards where available.
19. Should have all accessories required like trolley, automatic voltage stabilizer, UPS etc. for the smooth functioning of the equipment.
20. Documentation required- training manual, calibration certificate as per NABL, Installation qualification, Performance qualification and operation qualification (IQ / PQ / OQ).

21. Tropicalization:

Operating temp. : upto 32°C

Storage temp : upto 60°C

Voltage : 220-240v / 50 Hz

Relative humidity : Upto 90% non-condensing

22. Should be FDA or European CE approved product.

23. UPS: Online UPS 3 KVA which stabilized current at 230V with external maintenance free battery for minimum back up 60 min of the instruments in power failure

24. All parameters should be matched OR should be superior in order to qualify for the Technical Bid.

25. The Committee has the rights to rule out any Party in case the requested parameters do not match their requirement.

26. Three years' warranty, five years CMC should be available with service centers in close proximity.

27. Demonstration compulsory.

28. Training to MEC engineers.

29. User/technical/Maintenance manuals to be supplied.

30. Working manual should be provided.

Sd/-

A.E (M&E)

Sd/-

Nodal Officer

Seth GSMC – MRU

GSMC/MRU/EQUIP/2015-16/022

Liquid Nitrogen Storage Tank

1. Tank capacity should be more than 40 lits.
2. It should have vertical Configuration.
3. Static holding time of the tank should be ≥ 45 days.
4. It should have minimal static evaporation rate.
5. Tank should be preferably with a Nitrogen level Monitor.
6. Number of racks should be ≥ 4 with box capacity per rack ≥ 5 (with vial capacity of ≥ 700).
7. Should have super insulation along with vacuum insulation.
8. Should be made of corrosion resistant stainless steel or aluminum.
9. Should be light weight and preferably be supplied with cart for ease of moving.
10. Should be FDA or European CE approved product
11. Three years' warranty, five years CMC should be available with service centers in close proximity.
12. User/technical/Maintenance manuals to be supplied.
13. Working manual should be provided.

Sd/-

A.E (M&E)

Sd/-

Nodal Officer

Seth GSMC – MRU

Gas Chromatography – Mass Spectrophotometer

General specifications for Fully Automated Gas Chromatography Single Quadrupole Mass Spectrometer (GC-MS)

A. Gas Chromatography System:

1. A GMP compliance fully PC controlled GC system with oven operating temperature from ambient to 450 °C with fast oven heating from 50 to 450 °C in 5 minutes and cool down time from 450 to 50 °C in 4 Minutes or better.
2. Full electronic Pneumatic control of all the modules of GC should be 12 Channels or more including auxiliary gases.
3. One capillary split/split less and one PTV split/split less injection port.
4. Facility to install two capillary columns (50-320 Micron and above).
5. Should allow use of Helium, Nitrogen and Hydrogen as a carrier Gas.
6. Number of oven ramps and Plateaus: Minimum 9 ramps and 10 plateaus or better.
7. GC-MS direct interface operating temperature from ambient to 350 °C or better
8. Pressure set point should be adjustable in increment of 0.01 psi up to 100 psi
9. Automatic leak check facility for carrier gas
10. It should have included FID Detector with Detection limit < 1.5pg C/s of Dodecane or better, Data acquisition speed up to 250 Hz-400 Hz or better, Dynamic Range > 10⁶, operating temperature up to 450° C, flameout detection and automatic re-ignition of FID should be possible.
11. Static/dynamic Head Space Sampler by syringe technology or transfer line technology with minimum 60 vials tray or better (minimum 12 vials should be taken up for heating to vaporize the sample) or more vials capacity with pressure balance technology and should have option for priority vials. It should be transfer line based with loop system for precise quantification and it should be from same manufacturer. It should have upgradation facility as well.
12. System should have capability of locking/adjusting the retention time so that same retention time can be reproduced from system to system and the method should be electronically transferred.
13. System should be supplied with following columns;
DB-5 30 m × 0.25 mm id, 0.25 µm (2 numbers)

DB-5 MS 30 m × 0.25 mm id, 0.25 µm (2 numbers)

B. Mass Spectrometer - Single quadrupole:

1. Dedicated electron ionization (EI) and chemical ionization (CI) source with positive and negative modes of operations.
2. It should have automated tuning for EI/CI.
3. Dual filament for easy switching in EI mode.
4. Ionization energy range: 70 eV or better.
5. Ionization current range: 10-100 eV or better.
6. A Quadrupole Mass Analyses with a mass range 2 to 1000 amu or better preferably monolithic or metal type.
7. Mode of scanning: selected ion monitoring (SIM), combined full scan/SIM, and other related modes.
8. Maximum scan speed up to 10,000 u/sec or better.
9. Ionization source temperature programmable up to 350 °C.
10. It should include turbo molecular pump with 255 L/Sec capacity or better.
11. Unit resolution across the total mass range.
12. Mass Stability: ± 0.1 units over 48 hours.
13. EI Sensitivity: Sub 1 picogram sensitivity with full scan (S/N: 800:1 or better) and femtogram sensitivity under SIM mode.
14. High speed acquisition: 20 spectra/sec or better.
15. Capable to run up to 90 SIM ions or above.
16. Automatic Tuning, calibration and snapshot capabilities.
17. Electron multiplier detector for mass spectrometer.
18. The system should be capable of replacement GC column without venting MS vacuum which results in elimination of GC/MS downtime. Splitting of one column effluent to FID and MSD with software controlled flow so that both detectors have the same RSD. The device should have pressure controlled carrier flow and should be controlled by software.
19. User friendly licensed software to control GC, MS, auto sampler and all instrumental operations included qualitative and quantitative data analysis and automatic report generation (original CD with license number).

20. Software should full support of all compliance requirements mandated by US FDA-21 CFR Part 11.

Software should provide the necessary controls for managing system access, user management, data transfer handling and audit trail functionality.

Compliance to 21 CFR Part 11 ensures:

- Accurate and complete copies of records
 - Versioning of all relevant records for traceability
 - Preservation of records between their creation and their automatic transfer immediately after acquisition, reprocessing or interactive modifications
 - Controlled copies of the data
 - Mandatory login before allowing appropriate access
 - Records of changes captured in user-independent time-stamped audit trails
21. If there is any up-gradation of software with in the period of warranty, then the same should be provided free of cost by the supplier/manufacturer.
22. Tool kit for routine maintenance of GC and MS.
23. NIST 2014 library licensed copy or latest version of software at the time of installation for data acquisition and data processing of GCMS system with backup copy in CD with provision of future up-gradation.

C. Other requirements:

1. Computer and printer: Should have branded computer compactable to the system (with i5 or above latest processor, 4 USB port, 8GB Ram, 1TB Hard Disk, DVD Writer, 19" LCD monitor) with licensed operating system and Microsoft office both of latest version, for data reduction and analysis and parallel jet colour printer. Licensed copy of antivirus.
2. 1.5 ton split Air conditioner (AC) (2 numbers) should be provided with the system.
3. Suitable table/tables with granite top, electrical switches and power supply extension to accommodate GCMS system with PC.
4. Suitable true online UPS with built-in input and output isolation transformer. Compliant for inductive loads; SMF batteries; Minimum 1hour or better back up with full load.

5. All gas cylinders (hydrogen, zero air, nitrogen, helium etc.), regulators (2 stage), gas purification panels, tubing's, and ferrules with all necessary spares. Additional syringes of 2, 5 and 10 μ L (5 each)
6. Consumables and spare parts accompany the system as stated below:
 Source filaments – 20 Nos,
 Source Heater – 20 Nos,
 Injection port glass liners – 10 Nos,
 GC Septum - 200 Nos,
 Column inlet/outlet nuts – 10 each,
 inlet/interface ferrules – 20 each,
 rotary pump oil (5 no)

D. General specification for Fully Automated Gas Chromatography Single Quadrupole Mass Spectrometer (GC-MS) for Seth GS medical College-MRU

1. Three years' comprehensive warranty to be followed by 5 years CMC. The list of spare parts and the rate of which valid for 8 years (warranty 3 years and CMC 5 years) irrespective of whether those are treated as consumables or otherwise. Technical support, required spares and consumables should be assured for two years after initial contract period (3 + 5 years) is over.
2. A certificate from the manufacturer of the system should be included stating the instrument spares and services will be available for 10 years after the supply.
3. Vendor should provide the list of users (3) with their telephone numbers, complete address.
4. Instrument must be attended within 48 hours in case of breakdown. Down time of instruments will be less than 5% of the warranty period per year. In the event of longer downtime the vendor shall increase the comprehensive maintenance period by five times of the down time.
5. Vendor should provide onsite and offsite training at accredited laboratory as well as application support for optimum use of equipment.
6. Documentation: All the manuals like operation, service, and maintenance with all electronics circuit diagram to be provided.
7. Installation qualification, Performance qualification and operation qualification (IQ / PQ / OQ) documents are necessary

8. It should be CE Certified along with declaration of conformity or US FDA approved.
9. Demonstration of quoted model is compulsory.
10. Power supply: 230 V $\pm 15\%$, 50 Hz $\pm 3\%$.
11. Service Training to MEC Engineer and Operational training to user department should be provided.
12. Operating and detail service manual with circuit diagram should be provided.
13. Topicalizations;

Operation Temperature	: 40°C
Storage Temperature	: 60° C
Relative Humidity	: Up to 90% non-condensing

Sd/-

Nodal Officer

Seth GSMC -MRU

High Performance Liquid Chromatography

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

PUMP:

1. Quaternary systems with low pressure gradient mode
2. Flow rate: Minimum 0.001 ml to 10 ml/min or higher end
3. Function: Purification at micro, analytical or prep scale
4. Operation Pressure: Approximate at high range 400 bar or better
5. Flow accuracy: $\pm 1\%$ or 10 $\mu\text{L}/\text{min}$ whatever is greater, pumping degassed H_2O at 10 MPa (100 bar)
6. Flow rate precision: $\leq 0.05\%$ RSD
7. Number of channels: 4
8. Integrated degassing unit, minimum 4 channels or more
9. Safety Measures: Liquid leakage sensor
10. Composition accuracy: Approx. $\pm 0.8\%$ or better (independent of Back Pressure)
11. The pump should be supplied with Online Vacuum degasser of 4 independent channel with the flow rate of approximately 0.2-5.0 ml/min or higher.

Column Oven

1. Temperature range: Approx. ambient $+4^\circ\text{C}$ to 60°C or better
2. Temperature precision: $\leq 0.2^\circ\text{C}$
3. Column capacity: 2 columns of up to 25 cm length or better
4. Safety Measures: Liquid leakage sensor

PDA detector

1. Source: Single beam polychromators, Deuterium and tungsten-halogen
2. Wavelength: 190-800 nm or better
3. Wavelength accuracy must be ± 1 nm max
4. Sensitivity: 0.01 to 2.0 Absorbance Units Full Scale (AUFS)
5. Mode of operation: Scanning and detection at variable/fixed wave length.
6. Quartz flow cell with 10 -12 μL volume, 10 mm cell path length, and 12 MPa pressure max.

7. A leak sensor and lamp replacement protection system (lamp automatically turned OFF) should be available.

Thermostatted Autosampler: The system should be supplied with following features:

1. Collection and injection samples from Vials/microtiter plates
2. Sample capacity: Minimum 100 x 1.5 ml or better
3. Sample injection system: Loop injection
4. Sample injection volume: 0.1 - 100 μ l
5. Injection volume accuracy: $\pm 1.0\%$ RSD (when 10 μ l is injected)
6. Injection Volume precision: $\pm 0.25\%$ RSD (when 5 is injected)
7. Carry over: $\leq 0.05\%$ with caffeine/ Chlorhexidine
8. Sample thermos tatting: 4 to 35° C or better
9. Pressure up to 200 bar or better
10. Safety Measures: Liquid leakage sensor
11. all the operations should be controlled through the parent software

Chromatography Software

Licensed copy of the master software with compatible software controlling individual modules compatible with Windows 10 operating system

Software should fully support of all compliance requirements mandated by US FDA-21 CFR Part 11.

Compliance to 21 CFR Part 11 ensures:

1. Accurate and complete copies of records
2. Versioning of all relevant records for traceability
3. Preservation of records between their creation and their automatic
4. transfer immediately after acquisition, reprocessing or interactive modifications
5. Controlled copies of the data
6. Mandatory login before allowing appropriate access
7. Records of changes captured in user-independent time-stamped audit trails

Software should provide the necessary controls for managing system access, user management, data transfer handling and audit trail functionality.

Single point control of the entire HPLC Customizable data reports, online help wizards

Report publisher/ Report can be stored at PDF format.

Other Requirements:

1. Suitable table/tables with granite top, electrical switches and power supply extension to accommodate HPLC system with PC.
2. Tool kit for routine maintenance of HPLC. with sufficient quantities of silicon connecting tubes and ferrules for fitting (2 sets).
3. Hamilton syringes of 25 μ L (4 numbers) for manual sample injection, Sampling vials (500 numbers) of 200 μ L capacity with septa, wheaten bottles (15 numbers), spare deuterium and tungsten lamps (2 numbers each) should be quoted.
4. Online UPS 5 KVA which stabilized current at 230V with external maintenance free battery for minimum back up 60 min of the instruments in power failure
5. Computer and printer: Should have branded computer compactable to the system (with i5 or above latest processor, 4 USB port, 4GB Ram, 1TB Hard Disk, DVD Writer, 19" LCD monitor) with licensed software for data reduction and analysis and parallel laser color Wi-Fi printer.
6. Filtration assembly: Oil free vacuum pump for sample and mobile phase filtration, filter funnel Syringe Filtration assembly 5 pack (13 mm dia), Syringe Filtration assembly 5 pack (45mm dia), Nylon membrane for filtration 5 pack (13 mm dia), with adapter 25 KVA online with external maintenance free battery for minimum 60 min back up of the instruments in power failure.
7. System should be supplied with following Columns:
 - C-18 – 250 x 4.6 mm (1number) with pre-guard column (2 numbers)
 - C- 8 – 250 x 4.6 mm (1number) with pre-guard column (2 numbers)
 - C- 18 – 250 x 20 mm (1number) with pre-guard column (2 numbers)
 - C- 8 – 250 x 20 mm (1number) with pre-guard column (2 numbers)
8. Prices of all individual items/components must be quoted.
9. Vendor should provide the list of users (3) with their telephone numbers, complete address.
10. Instrument must be attended within 48 hours in case of breakdown. Down time of instruments will be less than 5% of the warranty period per year. In the event of longer downtime the vender shall increase the comprehensive maintenance period by five times of the down time.
11. Vendor should provide onsite and offsite training at accredited laboratory as well as application support for optimum use of equipment.

12. Documentation: All the manuals like operation, service, and maintenance with all electronics circuit diagram to be provided.
13. Installation qualification, Performance qualification and operation qualification (IQ / PQ / OQ) documents are necessary

General specification for High Performance Liquid Chromatography (HPLC) system for Seth GS medical College-MRU

1. Three years' comprehensive warranty to be followed by 5 years CMC. The list of spare parts and the rate of which valid for 8 years (warranty 3 years and CMC 5 years) irrespective of whether those are treated as consumables or otherwise. Technical support, required spares and consumables should be assured for two years after contract period (3 + 5 years) is over. During the period of warranty and CMC the number of preventive maintenance should be 4 times per year and break down maintenance should be unlimited.
2. In warranty and CMC period, the uptime should be minimum 96%
3. It should be CE Certified along with declaration of conformity or US FDA approved.
4. Users list with the addresses and contact numbers and past performance certificate for the quoted model should be provided.
5. Demonstration of offered model is compulsory.
6. All the equipment, instrument offered should be supplied by the same manufacturers principal
7. Power supply: 230 V $\pm 15\%$, 50 Hz $\pm 3\%$.
8. Service Training to MEC Engineer and Operational training to user department should be provided.
9. Operating and detail service manual with circuit diagram should be provided.
10. Topicalizations;

Operation Temperature	: 40°C
Storage Temperature	: 60° C
Relative Humidity	: Up to 90% non-condensing

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Seth GSMC -MRU

Real Time PCR

Fully PC controlled Real time PCR system suitable for:

1. Sample format: 96 well-plates, 8 tube strips, 0.2ml or 0.5ml individual tubes
2. Reaction volumes: 10-30 ul or better
3. Run Time: < 90 min for 3 steps PCR

With following features:

A. Thermal cycler

1. Thermal Cycling system: Peltier based / Rotary based system
2. Maximum ramp rate: >5 °C
3. Average ramp rate: >2.2 °C
4. Temperature:
 - I. Range: 25 – 99 °C
 - II. Accuracy: ±0.2 °C of target temperature
 - III. Gradient Operational Range: 37 -98 °C

B. Optical Detection

- I. Excitation source: LED
- II. Detector: CCD/ CMOS/ Photodiode
- III. Range of excitation /emission wavelength: 450-600 nm or more
- IV. System should be pre-calibrated for at least five dyes or more during installation at the customer site: (FAM/SYBR® Green I, VIC®/JOETM, NEDTM/TAMRAM, ROXTM, Texas red, CY5 and Yakima yellow HEX)
- V. Calibration should be done one yearly bases without extra cost.
- VI. Multiplex analysis :> **4 Target per well or better**
- VII. Excitation /Emission Channels :> **4 channels or better**
- VIII. Dynamic Range: 9 or more order of magnitude
- IX. System should be capable of running various chemistry available like Taqman/ hydrolysis probes, Universal Probes Library, SyBr green, **HRM** and other possible dyes within wavelength range

C. Analysis Software

1. Should be compatible with Operating System: Latest Windows version
(Genuine licensed software)

2. Data analysis mode: Absolute quantification relative quantification, Multiplex-PCR, allelic discrimination, dissociation curve analysis, microbial detection +/- assay, along with translations analysis, gene expression profiling, gene detection Micro RNA expression, viral load analysis Methylation studies Mutation scanning, SNP Genotyping
3. High Resolution Melt Curve Analysis software with license with in warranty period and Comprehensive maintenance contract (CMC) without extra cost.
4. DATA export: Data generated should be export in text, excel PDF Power point format

D. laptop & Accessories:

1. Laptop: HP/ Lenovo/ Dell (with latest version of Windows and MS office Genuine licensed software) with display of 17-inch core 2 duo of high and latest configuration available at the time of supply with 4 GB RAM, 52 X DVD ROM, 1TB Hard Disk, DVD Writer, Intel motherboard, four or more USB Ports, wireless optical Mouse, pen drive, licensed copy of operating software, Antivirus with 3 years license.
2. UPS: Online UPS 3 KVA which stabilized current at 230V with external maintenance free battery for minimum back up 60 min of the instruments in power failure

E. Startup Reagents

1. TaqMan SNP Genotyping kit for 1500 reaction with primers –probes set and amplification master mix kit
2. HRM Master mix for 500 reaction with primers –probes set and amplification master mix kits
3. SYBR green standard and fast kit -1000 reactions
4. Control kit for demonstration purpose

F. General:

1. Three years' comprehensive warranty to be followed by 5 years CMC. The list of spare parts and the rate of which valid for 8 years (warranty 3 years and CMC 5 years) irrespective of whether those are treated as consumables or otherwise. Technical

support, required spares and consumables should be assured for two years after contract period (3 + 5 years) is over. During the period of warranty and CMC the number of preventive maintenance should be 4 times per year and break down maintenance should be unlimited.

2. It should be an open system in terms of consumables and reagents.
3. It should follow the International Safety Standards and requirements i.e. should have European CE certification along with declaration of conformity or US FDA approved.
4. Documentation required- training manual, calibration certificate as per NABL, Installation qualification, Performance qualification and operation qualification (IQ / PQ / OQ).
5. Operating and detail service manual with circuit diagram should be provided.
6. Service Training to MEC Engineer and Operational training to user department should be provided.
7. Users list with the addresses and contact numbers and past performance certificate for the quoted model should be provided.
8. Should provide yearly calibration certificate including temperature calibration verification test, temperature non-uniformity test and performance diagnostic test within warranty as well as in CMC.
9. Demonstration of quoted model is compulsory.
10. Performance Bank Guarantee (PBG) of 10% of the value of the instrument for a period of eight years also has to be provided.
11. Power supply: 230 V $\pm 15\%$, 50 Hz $\pm 3\%$.
12. Topicalizations;

Operation Temperature	: 40°C
Storage Temperature	: 60° C
Relative Humidity	: Up to 90% non-condensing

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GSMC/MRU/EQUIP/2015-16/037
LABORATORY REFRIGERATOR

1. Minimum Gross Storage Capacity: ≥ 300 L.
2. Model Type Vertical/ Upright preferably double door.
3. Voltage Range at 40 degree centigrade Capable of working on 220 volts + 12 % A.C 50 Hz.
4. Input voltage: 230V, 50Hz.
5. Temperature Range: 2°C to 8°C
6. Temperature accuracy: $\pm 0.5^\circ\text{C}$
7. Temperature uniformity: $\pm 2^\circ\text{C}$
8. Method of Defrosting: Manual
9. Inside S.S. mirror finish. Insulation Puff / Maxi 2 / Polyurethane. Body should be made of plastic or corrosion resistant material.
10. Temperature controller, Auto lamp on/off feature, Digital display with temperature deviation audio-visual alarm
11. Air flow system to ensure uniform temperature condition inside the chamber.
12. Validation port hole with silicone rubber seal to insert sensors for validation.
13. CFC free refrigerant gas. Power saver compressor.
14. Accessories: Adjustable shelves, should be supplied with all standard accessories as per manufacturer catalog for the model supplied.
15. Fiber/PU wheel with front lockable for easy movements.
16. Stabilizer should be supplied.
17. Should be European CE or ISI approved product.
18. Three years' warranty, five years CMC should be available with service centers in close proximity.
19. Standard safety features as per International or national standards where available. Documentation required- training manual, calibration certificate as per NABL, Installation qualification, Performance qualification and operation qualification (IQ / PQ / OQ).
20. Demonstration compulsory. User/technical/Maintenance manuals to be supplied.
21. Topicalization:
 - Operating temp. : upto 32°C
 - Storage temp : upto 60°C
 - Voltage : 220-240v / 50 Hz
 - Relative humidity : Upto 90% non-condensing

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A.E (M&E)

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Freezer (-70⁰ C)

1. Should be of Upright type
2. Digital temperature control and LED Door display and systems monitoring and reporting technology.
3. Attainable cabinet temperature should be atleast -86 °C with an increment of 1°C; at ambient temperature of -40 degree centigrade or lower
4. Capacity: > 500 liters
5. Should have a fully programmable microprocessor controlled with membrane keypad and eye level control panel.
6. **Should have Dual Cooling Systems so that even if one of the compressor fails, other one should maintain the temperature at least up to -65°C**
7. Freezer must use CFC-FREE, HCFC-FREE non-flammable refrigerants, and refrigeration system must be energy efficient and hermetically sealed cascade refrigeration system. Compressor should be capable to run any voltage between 190-270V.
8. Min 3- 4 multiple freezer compartments with individual insulated doors
9. Epoxy covered SS metallic external case. Strong, molded, chemically resistant abs interior.
10. Vacuum Insulation Technology. Temperature thermostat regulator. Temperature indicator lamp.
11. Audible and visual alarms for high/low temperature, power failure, high/low voltage, overheated condenser with push button alarm reset/stop and adjustable alarm set points
12. Key lock with compatible pad lock
13. Vacuum Release Port for ease door opening
14. Access port to carry out any external mapping / calibration process
15. Automatic defrost with electrical water evaporation system.
16. Adjustable shelves. Door lock Internal Voltage stabilizer.
17. Caster moving wheels with stopper for easy movement.
18. Freezer must have ISO 9001 standard quality test requirements and IEC 61010 Electrical safety CE & UL certified.
19. Insulation Panel should be warranted for twelve years and compressor should be warranted for 5 years.
20. Minimum three years' warranty with five years CMC.

Required and to be supplied accessories

1. UPS: Online UPS 3 KVA which stabilized current at 230V with external maintenance free battery for minimum back up 60 min of the instruments in power failure
2. Appropriate stainless steel racks, storage boxes with inventory racking system of noncorrosive aluminum.
3. Cryo gloves of medium sizes- 2 pairs

General requirements:

1. Standard safety features as per International or national standards where available.
2. Documentation required- training manual, calibration certificate as per NABL, Installation qualification, Performance qualification and operation qualification (IQ / PQ / OQ).
3. Should be FDA or European CE approved product.
4. All parameters should be matched OR should be superior in order to qualify for the Technical Bid.
5. The Committee has the rights to rule out any Party in case the requested parameters do not match their requirement.
6. Three years' warranty, five years CMC should be available with service centers in close proximity along with the technical support. Required spares and consumables should be provided for a period of 2 years after the contract period is over.
7. User's list with the address and contact numbers to be provided.
8. Power supply: 230V \pm 15%; 50Hz \pm 3%.
9. Demonstration compulsory.
10. Training to MEC engineers.
11. User/technical/Maintenance manuals to be supplied.
12. Working manual should be provided.
13. Topicalization:
 - Operating temp. : upto 32°C
 - Storage temp : upto 60°C
 - Voltage : 220-240v / 50 Hz
 - Relative humidity : Upto 90% non-condensing

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Micropipettes Set

1. High accuracy and precision required for repetitive, long lasting pipetting.
2. Smooth surfaces for comfortable working and simple cleaning.
3. Minimized risk of contamination with safe cone filters and Fully autoclavability.
4. Entire set ranging from 0.5-10uL, 20-200 ul, 100-1000 ul.
5. Tips from all makes should fit in these pipettes.
6. Improved ergonomic handle and tip ejector.
7. Control button and Ejector so that it requires very low operating force.
8. Spring loaded tip cone to provide tight fit to the tip.
9. Slender, contoured grip fewer rough edges to make it possible to work in every position.
10. Quick connection clip to remove lower part easily.
11. Calibration display should be a 4-digit display for exact volume setting (clearly visible from every angle)
12. Volume adjustment should be possible in only a few turns to reach desired volume
13. Adjustable digital dial with volume lock and quick and secure volume setting
14. Should provide the operating manual and detailed service manual with the instrument.
15. It should follow the International Safety Standards and requirements i.e. should have ISO / CE certificate.
16. Should provide 3 years' warranty from date of installation with 5 years' comprehensive maintenance contract. Should be available with service centers in close proximity and should provide technical support and required spares and consumables for 3 years after warranty period is over duly supported by their principal.
17. Should provide yearly calibration certificate including temperature calibration verification test, temperature non-uniformity test and performance diagnostic test within warranty as well as in CMC.

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