

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)**

October 2018

Sr. No.	<u>THIS TENDER DOCUMENT CONSISTS OF:</u>	<u>PAGES</u>
1	Quotation Notice	3-5
2	General Instructions to Vendors	6-16
3	Annexure – 1: Particulars about the vendor	17
4	Annexure – 2: Undertaking for mandatory conditions.	18-20
5	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.	21-24
6	Annexure – 4: Manufacturer’s authorization letter	25
6a	Annexure – 4a: Format for Triparty agreement	26-30
7	Annexure – 5: Performance certificate	31
8	Annexure – 6: Proforma for Performance Statement	32
9	Annexure – 7: Format for Commercial offer	33
10	Annexure – 8: Format for Articles of Agreement	34-47
11	Annexure – 9: Format for Bank guarantee	48-50
12	Annexure – 10: Specifications	51-70

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

NOTICE INVITING QUOTATIONS

No. GSMC/MRU/EQUIP/PUR/ 0082 /2018-19

Dated 01/10/2018

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 III - Equipment list			
Sr. No.	Enquiry No.	Name of Equipment	Qty
1	GSMC/MRU/EQUIP/040/2018-19	Hematology Analyzer 5 part	1
2	GSMC/MRU/EQUIP/041/2018-19	Tissue Homogenizer / Disruptor	1
3	GSMC/MRU/EQUIP/042/2018-19	Microplate Luminometer without Autoinjector facility	1
4	GSMC/MRU/EQUIP/043/2018-19	Microplate Luminometer with Autoinjector facility.	1
5	GSMC/MRU/EQUIP/044/2018-19	Incubator CO ₂	1
6	GSMC/MRU/EQUIP/045/2018-19	Centrifuge refrigerated Ultra	1
7	GSMC/MRU/EQUIP/046/2018-19	Fume hood	1

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 **15th October 2018**

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: Seth GS Medical College Multidisciplinary
submission of tenders Research Unit (GSMC-MRU),

2nd Floor, Mortuary Building,

Parel, Mumbai 400012.

Tel.No.:022-24107089; 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 tenders/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. Submission of triparty agreement in the prescribed format (Annexure 4a) is mandatory if vendor other than 100% Indian subsidiaries, authorized distributors/dealers of manufacturers are submitting the tender.

Average annual turnover of the vendor during the last three financial years shall not be less than 35% of the estimated cost /total cost of supply / works tendered for. Further in case 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 GST 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

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)

- 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 (Annexure 7): -

- (a) Basic price in Indian Rupees with warranty and CMC charges as specified in the specifications
- (b) Other charges such as freight, insurance, installation, charges on road permit, transportation upto site of installation, bank charges and any other charges whatsoever it may be;
- (c) GST (*if applicable*) (*should be shown separately*)
- (d) Road permit tax or any other entry tax (*if applicable*)

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

5. **Documents to be submitted:**

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

6. **Sign and seal:**

Affixing of signature anywhere while submitting the quotation shall be deemed to mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.

- 7. Firms with common proprietor/partners or connected with one another either financially or as master and servant or with proprietor/partners closely related to

each other such as husband, wife /father/mother and minor son/daughter and brother/sister and minor brother/sister shall not quote separately under different names for the same contract.

7 (A) If it is found that firms as described in clause 7 have quoted separately under different names for the same contract, all such tender(s) shall stand rejected. In addition, such firms/establishments shall be liable, at the discretion of the 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 affected 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 shall furnish the details as per annexure – 1.

38. The vendor shall submit all the information /declarations/ affidavits mentioned in respective annexures.

39. **Risk & Cost Purchase** In case, the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily, the articles/equipment within the prescribed time as herein provided or in case, shall fail at once to replace any articles that may have been rejected as herein provided with other, of approved quality, the Dean (G&K), GSMC-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/ labor 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 _____2018.

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

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

Annexure:4

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

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

Dear Sir,

Reference: - Your Enquiry No. _____ dated _____.

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

This authorization is valid till _____

Yours faithfully,

(Signature with Date, Name, & designation)

For and on behalf of M/s. _____

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

Annexure: 4a

Proforma for Triparty Agreement between GSMC-MRU, Manufacturer and Bidder

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

(To be submitted in Folder 'A')

Tender No. _____

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

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

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

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

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

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

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

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

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

NOW THIS AGREEMENT WITNESSED & THE PARTIES AGREES AS FOLLOWS:

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

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

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

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

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

- g) In case the Principle Manufacturer changes the Sole Distributor/Dealer/Importer, it will be the sole responsibility of the Principle Manufacturer/OEM to communicate the same immediately to MCGM management to get the CMC/AMC executed uninterrupted through their reappointed/nominated Sole Distributor/Dealer/Importer to ensure that there is no discontinuation of the CMC/AMC due to change/reappointment of Sole Distributor/Dealer/Importer etc. DEAN (G&K) or authorized representative will represent GSMC-MRU for agreement and its further renewals. Performance Bank Guarantee which will remain valid up to the end of 08 year which will be the responsibility of the Principle Company.
- h) The responsibility of supply, installation, testing and commissioning of medical equipments along with 3 years warranty and 5 years Comprehensive Maintenance Contract / Annual Maintenance Contract (As applicable) shall be of Manufacturer and sole Distributor/ Dealer/ Importer JOINTLY AS WELL AS SEVERALLY.
- i) No advance payment will be made to the supplier on a/c of CMC/AMC rather; the payment of AMC/CMC of the medical equipment shall be made on six monthly basis subjects to satisfactory completion of maintenance and servicing activities. In case of no Breakdown, failure in providing Quarterly Preventive Maintenance service will lead to nonpayment of proportionate CMC/AMC charges for that six months payment.
- j) This is a firm & fixed price agreement for CMC/AMC till CMC/AMC period. No taxes, duties etc, shall be reimbursed by the PURCHASER separately on this account and no variation/escalation shall be applicable during agreement period. The CMC/AMC charges are exclusive of Service Tax/VAT which will be paid at actual by MCGM separately during the CMC/AMC period.
- k) I/We..... (Manufacturer) and
I/We.....(Sole Distributor/Dealer/ Importer)
hereby further state and declare that I/We are
- not declared insolvent any time in the past.
 - not debarred/ black listed by either M.C.G.M. / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
 - not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.

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

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

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

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

SIGNED, SEALED & DELIVERED

By the said Supplier (2nd party)

For M/s.

Signature_____

Name: -

Designation:

Address:

By the said (3rd party)

For MANUFACTURER/OEM

Signature_____

Name:

Designation:

Address:

By the said (1st party)

For GSMC-MRU(Dean)

Signature_____

Name:

Designation:

Address:

IN THE PRESENCE OF (WITNESS)

Signature

Name:

Address:

Signature

Name:

Address:

Annexure:5

Proforma for Performance Certificate

(To be submitted in Folder 'A')

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

Tender No. _____

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

Signature and designation of the authorized officer issuing performance certificate

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

Annexure:6

Proforma for Performance Statement

(For the period of last two years)

(To be submitted in Folder 'A')

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

Tender No.: _____

Date of Opening: _____

Time: _____

Name & Address of the vendor: _____

Name & Address of manufacturer: _____

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

Signature & seal of the vendor

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

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

1	Technical Specifications of Equipment: - As per Annexure — 10 attached					
Item No.	Description	Quantity in Nos.	Rate per machine Rs.	Tax (GST/ any other) Rs.	Total Cost of the machine Rs.	
A	Supply, Installation, Testing and Commissioning (SITC) of Instrument along with standard Accessories, Consumables and CMC for 5 years after warranty of three years for GSMC - 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 should quote the rates in INR only
Comprehensive Maintenance Contract charges per year should not exceed 8% of the total cost of the equipment**

Annexure - 8

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

(To be submitted on Rs. 500/- stamp paper after receipt of tender acceptance letter)

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 Research 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 commenced 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. Performance bank guarantee

Successful vendor shall have to give performance bank guarantee @ 10% of the total cost of the equipment including the CMC charges 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 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 presents 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 delivery OR
- 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

Witness 1

Contractor

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

Proforma for Bankers' Guarantee In lieu of Performance of _____

(To be submitted after receipt of tender acceptance letter)

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 _____

the duly constituted Attorney

Manager Bank and the said

WITNESS (2) _____

Name and _____

Address _____

M/s. _____

(Name of the Bank)

WITNESS (1) _____

Name and _____

Address _____

WITNESS (2) _____

Name and _____

Address _____

for Messers

(Name of the Contractor)

ANNEXURE -10

SPECIFICATIONS

Automated hematology analyzer 5-part differential

GSMC/MRU/EQUI/0040/2018-19

1. Should be fully automated flow cytometry-based laser light scattering 5-part differential hematology analyzer with Multidimensional cell classification.
2. Should offer automatic start up, shutdown and sample analysis.
3. Should have veterinary testing module/mode especially for small lab animals like mice, rats, guinea pigs, rabbits etc. in addition to having capability to analyze human blood.
4. The veterinary multispecies software should be user friendly.
5. It should be software driven with the provision for future upgradation
6. Should give 24 or more parameters i.e. WBC, RBC, HGB, HCT, MCV, MCH, MCHC, RDW-SD or CV, PLT, NEUT %, LYMPH %, MONO%, EOS %, BASO %, NEUT, LYMPH, MONO, EOS, BASO, PDW, MPV, PCT, P-LCR, IG % / equivalent parameter, reticulocyte count, and two histograms-RBC, PLT and one or more scatter gram.
7. Should have high throughput of 60 or more samples per hour or more in CBC and CBC/Differential mode.
8. Should have on-board reagents facility with maximum of up to 5 or more reagents on board and automatic reagent inventory management.
9. Should be with minimum of tubing's and pinch valves ensuring low maintenance requirement.
10. Should have FDA/CE approved capability of running CSF fluids.
11. Sample volume required in all modes should be 190 μ L or less.
12. Should be able to perform analysis using 90 μ L or less of whole blood sample volume aspiration.
13. The instrument should have Hydrodynamic focusing / impedance method for RBC/PLT channel.
14. Should have comprehensive Data management such as User-friendly Windows based software Network integration possible with lab information system Database storage capacity of 10,000 records including graphics.

15. The instrument should be extensive QC features: Min one file for X bar M, Delta checks available for cumulative review, Option for online QC also available.
16. Auto probe wiping facility for operator safety.
17. Precision; parameter whole blood mode: WBC 3.5%, or lower, RBC 2.0% or lower, HGB 1.2% or lower, HCT 2.0% or lower, PLT 6.0% or lower
18. Should have automated and manual calibration by operator for WBC, RBC, PLT, Hb, MCV, MPV.
19. Operations through touch screen or key board
20. Large screen to display all parameters which can be printed automatically or optional.
21. Should have branded computer compactable to the system. The analyzer should have equipped with built in printer or should have facility to connect it to external Inkjet or LaserJet printer
22. 232 and USB port for interface with host computer
23. Power (voltage consumption): 90-250V, 5-0-60 Hz, less 50 VA
24. Should be provided with online UPS 3 KVA which stabilized current at 230V with in-built maintenance free battery for minimum back up 30 min of the instruments in power failure
25. Auto sampler (Optional): Should have an Auto Sampler with capacity of 150 sample tubes at a given time. A single sample rack should be able to cater different tube sizes.

General specifications:

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 is over. During the period of warranty and CMC the number of preventive maintenances should be 4 times per year and break down maintenance should be unlimited. Rate of CMC per year should not exceed 8% of the basic cost of the system

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 vender 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 offered model is compulsory.
10. Power supply: 230 V \pm 10%, 50 Hz \pm 1%.
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. Tropicalizations; Operation Temperature: 40°C
Storage Temperature: 60° C
Relative Humidity: Up to 90% non-condensing

Sd/-
Nodal Officer (GSMC-MRU)

**TISSUE HOMOGENISER/DISRUPTOR WITH BEAD BEATER TECHNOLOGY
WITH COOLING FACILITY.
GSMC/MRU/EQUIP/041/2018-19**

1. The equipment should be able to Homogenize/grind/lyse soft or hard samples tissue animals or plant origin or microorganisms providing the intact DNA, RNA, proteins or metabolites suitable for further downstream processing.
2. It should have powerful 3D bead beating (multidirectional, 8 figures oscillatory) arrangement with optional cooling facility.
3. The equipment should be provided with autoclavable and acid washable beads of appropriate materials viz. ceramic, glass, zirconium and stainless steel suitable of various sizes (0.1-5 mm) for grinding, homogenizing and lysing of animal or plant tissue (soft and hard both) as well as microorganisms sufficient for atleast 250 samples each using 2.0ml sample tubes.
4. The equipment should be provided with appropriate tube holders/rotors to homogenize samples in 24X2.0 ml tubes.
5. The equipment should also be provided with appropriate tube holders/rotors to homogenize samples in 6X15ml tubes.
6. The equipment should also be provided with 250 each of 2ml and 15ml polypropylene tubes suitable for the equipment.
7. It should have closure/dome locking mechanism, for user safety during homogenization.
8. Sample processing tubes should have waterproof seal to prevent cross contamination of samples).
9. Cryogenic processing of samples should be possible with suitable cooling option, preferably using Dry ice.
10. Speed range of 4000-10000 rpm with an increment of 100 rpm or 0.5m/s, running time increment by 1 sec.
11. Minimum of 1-10 cycle for a sample in one processing with cycle time of 60-90 sec, 50-100 runs per day (or as required). It should allow high throughput processing of samples (1-24 samples simultaneously) as well in different tube size.
12. It should be equipped with features like automatic stop on lid opening, emergency stop button with digital panel control.

13. The equipment should be made of laboratory grade aluminum or steel body and must be resistant to rust and chemicals.
14. Should be programmable with the possibility to save up to 10 user defined protocols and more than 50 pre- defined sample specific programs.
15. Equipment should have a small footprint and low noise level (70-75 dB)
16. The equipment should be supplemented with ready to use lysing kits of 50 animal preparations each for RNA, DNA and protein.

General specifications

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 is over.
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 manufacturer's principal
7. Power supply: 230 V \pm 10%, 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. Tropicalisation: Operating air Temperature: 2-48°C
Relative Humidity: 30-55°C
Maximum altitude: 2000 m

Sd/-
Nodal Officer (GSMC-MRU)

MICROPLATE LUMINOMETER WITHOUT AUTOINJECTOR FACILITY

GSMC/MRU/EQUIP/042/2018-19

1. The Luminometer should be compact in design.
2. Should support for many bioluminescence and chemiluminescence applications such as reporter assays, Aequorin based calcium assays, ATP and immunoassays, Cellular luminescence, Global DNA methylation, cell viability assays, kinetics assays, with readymade protocols.
3. It should have a highest sensitivity through single photon counting technology and extremely low-noise PMT as well as optimized optics.
4. Instrument should support 96 well format microtiter plates.
5. Measurement Mode Top reading.
6. System Should have facilities for Endpoint, Kinetic, Sequential Multi Emission and Ratio metric measurements.
7. Crosstalk between wells should be minimal, in the range of 3×10^{-5} or lower.
8. Detector should be an ultrasensitive PMT with a spectral range of at least 360-600 nm.
9. Optical Filters with Eight standard excitation and emission filters (spectral range 300nm- 600nm)
10. Sensitivity 20 attomoles /well ATP preferably DLR certified.
11. Luminescence Glow Sensitivity – 225 attomoles ATP / well or better.
12. Shaking Linear, orbital, and double-orbital with user-definable time and speed
13. Incubation +5°C above ambient up to 40°C and above.
14. Onsite upgradable to include additional detection modules like Fluorescence & Absorbance.
15. The tubing and connections of the instrument should be made of chemically inert materials, with easily exchangeable liquid handling systems and tips.
16. The reagent lines should be short, so that there is minimal dead volume.
17. System should be supplied with a laptop with suitable Control software for the instrument control and data evaluation as well as preloaded protocols for commonly used assays.
18. Laptop should have the following configurations laptop & Accessories:

a. Laptop Dell, HP, Lenovo Make (**Genuine licensed software**) with display of 17-inch core i7 of high and latest configuration available at the time of supply with 4 GB RAM, 1 TB HDD, 52 X DVD-ROM, Intel motherboard, four or more USB 3.0 Ports, HDMI ports, wireless optical Mouse, pen drive, licensed copy of operating software. Windows 10, MS Office Home and Student 2016), Antivirus with 3 years license, backpack.

19. In addition, the equipment should be supplied with following accessories:

- a. White Microplates (minimum 75nos.)
- b. ATP measurement assay kit (minimum 10mL)

General specifications

1. Pre-installation requirements if any to be mentioned clearly in the quotation
2. 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 is over. During the period of warranty and CMC the number of preventive maintenances should be 4 times per year and break down maintenance should be unlimited. Rate of CMC per year should not exceed 8% of the basic cost of the system.
3. It should be an open system in terms of consumables and reagents
4. It should follow the International Safety Standards and requirements i.e. should have European CE certification along with declaration of conformity or US FDA approval 21 CFR part 11 compliance preferred.
5. Documentation required- training manual, calibration certificate as per NABL, Installation qualification, Performance qualification and operation qualification (IQ / PQ / OQ).
6. Operating and detail service manual with circuit diagram should be provided.
7. Service Training to MEC Engineer and Operational training to user department should be provided.
8. Users list with the addresses and contact numbers and past performance certificate for the quoted model should be provided.

9. 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.
10. Should be provided with online UPS 3 KVA which stabilized current at 230V with in-built maintenance free battery for minimum back up 30 min of the instruments in power failure
11. Demonstration of offered model is compulsory.
12. Performance Bank Guarantee (PBG) of 10% of the value of the instrument for a period of eight years also has to be provided.
13. Power supply: 230 V \pm 10%, 50 Hz \pm 3%.
14. Topicalizations: Operation Temperature: 40°C
Storage Temperature: 60° C
Relative Humidity: Up to 90% non-condensing.

Sd/-
Nodal Officer (GSMC-MRU)

MICROPLATE LUMINOMETER WITH AUTOINJECTOR FACILITY

GSMC/MRU/EQUIP/043/2018-19

1. The Luminometer should be compact in design.
2. Should support for many bioluminescence and chemiluminescence applications such as reporter assays, Aequorin based calcium assays, ATP and immunoassays, Cellular luminescence, Global DNA methylation, cell viability assays, kinetics assays, with readymade protocols.
3. It should have a highest sensitivity through single photon counting technology and extremely low-noise PMT as well as optimized optics.
4. Instrument should support 96 well format microtiter plates.
5. Measurement Mode Top reading.
6. System Should have facilities for Endpoint, Kinetic, Sequential Multi Emission and Ratio metric measurements.
7. Crosstalk between wells should be minimal, in the range of 3×10^{-5} or lower.
8. Detector should be an ultrasensitive PMT with a spectral range of at least 360-600 nm.
9. Optical Filters with Eight standard excitation and emission filters (spectral range 300nm- 600nm).
10. Sensitivity 20 attomoles /well ATP preferably DLR certified.
11. Luminescence Glow Sensitivity – 225 attomoles ATP / well or better.
12. Shaking Linear, orbital, and double-orbital with user-definable time and speed
13. Incubation +5°C above ambient up to 40°C and above.
14. Auto -injection facility with 2 or more automatic reagents dispensers with user selectable volumes (10-100 μ l). The autoinjector should possess the JET injection for quick and complete reagent mixing with high precision and accuracy.
15. Onsite upgradable to include additional detection modules like Fluorescence & Absorbance.
16. The tubing and connections of the instrument should be made of chemically inert materials, with easily exchangeable liquid handling systems and tips.
17. The reagent lines should be short, so that there is minimal dead volume.

18. System should be supplied with a laptop with suitable Control software for the instrument control and data evaluation as well as preloaded protocols for commonly used assays.
19. Laptop should have the following configurations laptop & Accessories:
 - a. Laptop Dell, HP, Lenovo Make (**Genuine licensed software**) with display of 17 inch core i7 of high and latest configuration available at the time of supply with 4 GB RAM, 1 TB HDD, 52 X DVD-ROM, Intel motherboard, four or more USB 3.0 Ports, HDMI ports, wireless optical Mouse, pen drive, licensed copy of operating software.Windows 10 , MS Office Home and Student 2016), Antivirus with 3 years license, backpack.
20. In addition, the equipment should be supplied with following accessories:
 - a. White Microplates (minimum 75nos.)
 - b. ATP measurement assay kit (minimum 10mL)

General specifications:

1. Pre-installation requirements if any to be mentioned clearly in the quotation
2. 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 is over. During the period of warranty and CMC the number of preventive maintenances should be 4 times per year and break down maintenance should be unlimited. Rate of CMC per year should not exceed 8% of the basic cost of the system.
3. It should be an open system in terms of consumables and reagents.
4. It should follow the International Safety Standards and requirements i.e. should have European CE certification along with declaration of conformity or US FDA approval 21 CFR part 11 compliance preferred.
5. Documentation required- training manual, calibration certificate as per NABL, Installation qualification, Performance qualification and operation qualification (IQ / PQ / OQ).
6. Operating and detail service manual with circuit diagram should be provided.

7. Service Training to MEC Engineer and Operational training to user department should be provided.
8. Users list with the addresses and contact numbers and past performance certificate for the quoted model should be provided.
9. 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.
10. Should be provided with online UPS 3 KVA which stabilized current at 230V with in-built maintenance free battery for minimum back up 30 min of the instruments in power failure
11. Demonstration of offered model is compulsory.
12. Performance Bank Guarantee (PBG) of 10% of the value of the instrument for a period of eight years also has to be provided.
13. Power supply: 230 V \pm 10%, 50 Hz \pm 3%.
14. Tropicalisation: Operation Temperature: 40°C
Storage Temperature: 60° C
Relative Humidity: Up to 90% non-condensing.

Sd/-
Nodal Officer (GSMC-MRU)

CO₂ INCUBATOR

GSMC/MRU/EQUIP/044/2018-19

1. Microprocessor controlled, CO₂ incubator of minimum 170-liter capacity approximately with two consecutive doors, inner stainless-steel body, outer mild steel with powder coating, compact design and clear back-lit display facilitating easy visualization of adjusted parameters.
2. Temperature control from 5°C above ambient to 50°C, with control accuracy ± 0.1 ° C.
3. Direct heating feature (air jacketed) for better uniformity and rapid recovery with no over shoot.
4. It should have CO₂ control range from 0.2 to 20% with control accuracy and uniformity of ± 0.1 % and rapid recovery of at least 0.7% per minutes.
5. Should have high quality infrared CO₂ sensors.
6. It should have with minimum 2 or 3 adjustable height perforated stainless steel shelves & humidity reservoir (removable) to achieve at least 95 % RH. The shelves should preferably have individual glass doors.
7. It should have independent door heater to eliminate condensation on inner door surface.
8. Data storage facility (at least 72 Hr.) to record parameters such as CO₂ concentration, Temperature changes, door opening.
9. The CO₂ gas inlet should have HEPA filter/ filter < 0.3 μ .
10. It should have high heat decontamination in system temp up to 120°C during sterilization the system should operate without removing HEPA filter and CO₂ sensor.
11. It should have USB, RS-232 or RS-485 communication port & 25mm access port as standard features.
12. It should have non-volatile memory which must guarantee data integrity regardless of length of time or frequency of power interruption.

General specifications:

1. Pre-installation requirements if any to be mentioned clearly in the quotation
2. 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 is over. During the period of warranty and CMC the number of preventive maintenances should be 4 times per year and break down maintenance should be unlimited.

3. It should be an open system in terms of consumables and reagents
4. 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.
5. Documentation required- training manual, calibration certificate as per NABL, Installation qualification, Performance qualification and operation qualification (IQ / PQ / OQ).
6. Operating and detail service manual with circuit diagram should be provided.
7. Service Training to MEC Engineer and Operational training to user department should be provided.
8. Users list with the addresses and contact numbers and past performance certificate for the quoted model should be provided.
9. 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.
10. Demonstration of offered model is compulsory.
11. Performance Bank Guarantee (PBG) of 10% of the value of the instrument for a period of eight years also has to be provided.
12. Should be provided with online UPS 3 KVA which stabilized current at 230V with in-built maintenance free battery for minimum back up 30 min of the instruments in power failure
13. Power supply: 230 V $\pm 10\%$, 50 Hz $\pm 3\%$.
14. Tropicalisation: Operation Temperature: 40°C
Storage Temperature: 60° C
Relative Humidity: Up to 90% non-condensing

-Sd-
Nodal Officer (GSMC-MRU)

Ultra Centrifuge

GSMC/MRU/EQUIP/2018-19/0045

Detailed Specifications for Refrigerated Ultracentrifuge (floor model) with Necessary Rotors, Adapters and Other Accessories

1. The preparative refrigerated ultracentrifuge (floor model) should be capable of going to speeds of 100,000 RPM or more; equivalent to ~ 800,000 x g or more. Should have maximum total capacity of 1.3 -1.5 liter with suitable rotors.
2. The centrifuge should have Air cooled, vacuum encased drive with a minimum of 10 years of warranty.
3. It should be able to attain Speed: 1,000 rpm to max. speed in increments of 100 rpm with accuracy of +/- 2 RPM (1,000 rpm to max. speed).
4. Should be able maintain Set rotor temperature of 0 °C to 40 °C with accuracy of +/- 0.5°C in 1°C increments and ambient operating range between 10 °C to 35°C.
5. Should have CFC/HCFC/HFC free, solid state thermoelectric module refrigeration and must maintain samples even at 0°C at maximum acceleration.
6. Should have Oil-rotary vacuum pump and oil diffusion pump; vacuum of below 1.3 Pa (0.01 Torr) with moisture removal function
7. Should have acceleration/ deceleration profile of 10 and more
8. Should have capacity to register up to 1,000 programs for programmed operation to the system.
9. Should have timer from 1 min-999hrs 59 minutes (with 1 min increment) with 'hold' function.
10. Should have In-built Imbalance tolerant drive to +/- 5 ml or 10% of sample volume.
11. Should have ability to restart automatically: restarts after a power failure even from Zero rpm.
12. Should have Delay start from Zero rpm.
13. Should have eye-balancing of samples.
14. Should have RPM/RCF mode.
15. On-board option to print the run record automatically.

16. On-board references should include: Rotor Catalogue, Rotor Tube Catalogue, & Chemical Resistance Chart.
17. Should have Large touch-screen display with adjustable positions.
18. Should have Constant display of actual and set parameters on touch screen interface
19. Should have Multi sequential step automatic operation & five-step sequential user-defined program operation & three levels of security (Administrator, Supervisor & Operator).
20. Rotor warranty: Should be of minimum eight years.
21. Rotor material: Titanium
22. The centrifuge should be provided with one fixed angle rotor capable of going up to 100,000 RPM or more (about 800,000 g), volume per tube of ~ 6 ml X 8 or more along with necessary tubes and adapters to run smaller volumes of ~2 ml in the same rotor at 100,000 rpm without reduction in g force of 800,000 g force.
23. The centrifuge should be provided with one fixed angle rotor capable of going up to 65,000 RPM or more (about 400,000 g), volume per tube ~15 ml X 6 or more along with necessary tubes and adapters to run smaller volumes of ~5 ml in the same rotor at 65,000 rpm without reduction in g force of 400,000 g force.
24. The centrifuge should be provided with one swing bucket rotor capable of running up to 40,000 RPM or more (about 280,000 g), volume per tube of ~15 ml X 6 or more capacity along with adapters and accessories to run smaller volume of ~5 ml in the same rotor at 41,000 rpm without reduction in g force of 280,000 g force
25. The centrifuge should allow the use of Near Vertical rotor capable of running up to 65,000 RPM or more (about 400,000 g).
26. The centrifuge should have USB ports for data communication.
27. The centrifuge should have wheels or balls with locking, capable of moving. The floor base should be very stable and vibration free at all speed.

Safety Requirements:

- a. The door and vessel shall be of high-strength structural steel chamber with a solenoid interlock to prevent operator contact with a spinning rotor

- b. Shall lock automatically when the door is closed and a run begins
- c. An imbalance detector shall monitor the rotor during the run, causing automatic shutdown if rotor loads are severely out of balance
- d. Shall have over speed system to ensure that the rotor does not exceed its maximum allowable speed
- e. Shall have an inbuilt system to calculate rotor energy/inertia and stop the centrifuge to prevent rotor failures
- f. Shall have optional HEPA filter
- g. Sound level should be <51 dBa with maximum heat dissipation into room 1 kW or less.

Accessories to be provided with the centrifuge:

- 1. Quick seal polyallomer tubes of 6ml and 2ml capacity that can be run at 1,00,000 rpm and 802,000 x g should be supplied. Qty- 1000 tubes each.
- 2. Thick wall polyallomer tubes of 15 mL capacity that can be run at 65,000 rpm should be supplied. Qty- 1000 tubes. These tubes should be reusable.
- 3. Ultraclear tubes of 3.5ml and 5 mL capacity that can be run at 55,000 rpm should be supplied. Qty-1000 tubes each.
- 4. Wide Voltage tolerance range from approx 185 – 260V AC.
- 5. The instrument should be supplied along with a very high quality 5 KVa UPS with 30 min back-up.
- 6. Electronic Weighing Balance with best displayed increment of 0.001g (1mg) with maximum capacity available. The standard features include protective in-use cover and security bracket, working capacities from 0.1 mg to 230 gm, pan size of 90 mm, ACC of 0.1 mg, internal calibration, standard RS-232 C interface and hanger for below balance weighing.

General specifications:

- 1. Pre-installation requirements if any to be mentioned clearly in the quotation
- 2. 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 is over. During the period of

warranty and CMC the number of preventive maintenances should be 4 times per year and break down maintenance should be unlimited.

3. It should be an open system in terms of consumables and reagents.
4. 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.
5. Documentation required- training manual, calibration certificate as per NABL, Installation qualification, Performance qualification and operation qualification (IQ / PQ / OQ).
6. Operating and detail service manual with circuit diagram should be provided.
7. Service Training to MEC Engineer and Operational training to user department should be provided.
8. Users list with the addresses and contact numbers and past performance certificate for the quoted model should be provided.
9. 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.
10. Demonstration of offered model is compulsory.
11. Performance Bank Guarantee (PBG) of 10% of the value of the instrument for a period of eight years also has to be provided.
12. Power supply: 230 V \pm 15%, 50 Hz \pm 3%.
13. Tropicalisation: Operation Temperature: 40°C
Storage Temperature: 60° C
Relative Humidity: Up to 90% non-condensing

-Sd-

Nodal Officer (GSMC-MRU)

FUME HOOD

GSMC/MRU/EQU/046 /2018-19

1. Fume hood should be designed to exhaust all types of organic and inorganic chemical fumes, toxic or otherwise harmful vapours etc. for protecting laboratory personnel's and equipments.
2. A motor blower exhaust system having 1-H P to generate negative pressure within the hood.
3. Dimensions:

Overall Dimensions with base cabinet: 1200 mm W X 900 mm D X 2400 mm H

Fume Hood dimensions: 1200 mm W X 900 mm D X 1555 mm H

Base Cabinet dimensions: 1120 mm W X 600 mm D X 655 mm H with Castors

Inside Fume Hood working volume: 920 mm W X 650 mm D X 1180 mm H

Work Surface Size: 920 mm W X 650 mm D

Design: Standard Floor Standing Model

4. Material of Construction:

Exterior: Completely made of 1 mm GI sheets, pre-treated with 8 tank chemical processes and powder coated with highly chemical resistant epoxy colours having dry film thickness of 70 to 80 microns. Passes all conformity performance tests as per IS standards.

Interior: Chemical and heat resistant, fire retardant, smooth finish, easily cleanable panels made out of durable PRL integral work walls (6 mm thick). ASTM flame spread index < 25. Colour coded utility valves as per DIN 12920 norms (4 nos) for air (Nitrogen, oxygen, etc), vacuum and water knob.

Chemical Storage Base Cabinet: the base cabinet should be ready to receive the fume hood at its top, originally made by the manufacturer. It should have following features:

- a) Should be ergonomically designed and completely made from material
- b) having highly corrosion resistant property with epoxy powder coating for provide long-term chemical, abrasion and weathering resistance.
- c) Cabinet integral work walls should be chemical & heat resistant, smooth finish, easily cleanable panels.
- d) Adjustable shelf should be provided so it allows user to select optimum heights for upper and lower storage compartments.

- e) The cabinets should have capacity to hold at least 50 nos. of 1L bottles or 15 nos of 2.5L bottles.
 - f) Chemical storage base cabinet should have locking system
5. Fluorescent light (40 watts, 2 Nos.) with vapour-proof fitting for proper illumination. Intensity approx. 400 lux at worktop level.
 6. Vertical rising sash should be constructed of toughened Glass or safety glass (4-5 mm thick) with steel frame, clear openable height 750 mm.
 7. Electrical Utilities atleast two **nos.** electrical sockets (230 V, 6/16 A, 50 Hz) of standard reputed make.
 8. The system should run on 230-240 V 50 Hz single phase. Cables & wires should be of Fire-Retardant grade.
 9. Cable entering port- For easy access of cables from fume hood to electrical sockets.
 - 10.Noise Level-< 70db at 1 meter from fume hood.
 - 11.Baffle arrangement to ensure smooth and immediate exhaust of fumes.
 - 12.Worktable: Chemical resistant splash & spillage proof dished 'Jet Black Granite's worktop (18 ±1 mm thick). Skirting of 15 mm from all sides for no chemical spillage. Gap joints are sealed with silicon to avoid any air leakage from hood working area.
 - 13.Fume hood have an air blower assembly of 1440 RPM or more with dynamically and statically balanced impellers hung on springs. The motor should be ISI/ISO/CE certified.
 - 14.Fume hood have a centrifugal exhaust fan 1000 cfm at 30 mm or better. The motor should be ISI/ISO/CE certified.
 - 15.Side/ back Flow control valve to regulate airflow.
 - 16.The system should be with 6" /150 mm polyethylene duct collar fixed on back/side of hood.
 - 17.Chemical resistant PP + FRP (3mm + 2mm), 300mm/ suitable diameter and 7620mm length, rigid & flexible ductwork from Fume hood to exhaust stack point with weatherproof canopy. Total ducting with horizontal, vertical members, flanges, bends, bracketed supports and gooseneck exhaust stack.

General specifications:

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 is over. During the period of warranty and CMC the number of preventive maintenances should be 4 times per year and break down maintenance should be unlimited.
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 vender shall increase the comprehensive maintenance period by five times of the down time.
5. Documentation: All the manuals like operation, service, and maintenance with all electronics circuit diagram to be provided.
6. Installation qualification, Performance qualification and operation qualification (IQ / PQ / OQ) documents are necessary.
7. The fume hood should have compliance to ASHRAE110- 1995 /EN 14175-3/ OSHA and ANSI standards.
8. Demonstration of offered model is compulsory.
9. Power supply: 230 V \pm 10%, 50 Hz \pm 1%.
10. Service Training to MEC Engineer and Operational training to user department should be provided.
11. Operating and detail service manual with circuit diagram should be provided.
12. Tropicalisation: Operation Temperature: 40°C
 Storage Temperature: 60° C
 Relative Humidity: Up to 90% non-condensing

Sd/-

Nodal Officer (GSMC-MRU)