

SETH GS MEDICAL COLLEGE
&
KEM HOSPITAL
and
REGIONAL AND STATE ORGAN & TISSUE
TRANSPLANT ORGANIZATION (ROTTA-SOTTO)
ACHARYA DONDE MARG, PAREL, MUMBAI –400012.

**GENERAL INSTRUCTIONS AND ARTICLES OF AGREEMENT
FOR PROCUREMENT OF EQUIPMENT
FOR
BIOMATERIAL CENTRE (SKIN BANK)
JANUARY 2021**

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**SETH GS MEDICAL COLLEGE and
ROTTO-SOTTO
NOTICE INVITING QUOTATIONS**

**No. KEM/ROTTA-SOTTO/BIOMATERIAL CENTRE (SKIN BANK)/ Dated: 07-12-2020
MEDICAL EQUIPMENT/002/2020-2021**

Dean, Seth G S Medical College & K.E.M. Hospital (Dean, G&K) and President, ROTTA SOTTO Advisory Committee, K.E.M. Hospital, Parel, Mumbai 400012 invites sealed quotations to supply, transport to site, installation and commissioning of following Medical Equipments 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-government organizations in India and as per the terms and conditions, for the establishment of **Seth GS Medical College & K.E.M. Hospital and ROTTA-SOTTO** as indicated below:-

Sr. No.	Name of the work	Estimated Cost for quoting the bid. (i.e. BOQ Cost)	Class	Time period
1	Medical Equipment for Skin Bank at SBI Ward, 11th Floor, New Building, K.E.M. Hospital, Parel, Mumbai	Rs. 1.5 lacs	D	10 days

The separate tender for each equipment shall consist of 2 parts, namely **Folder-A** and **Folder-B**, in separate sealed cover. **Folder-A** of the tender 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 with name of equipment and due date superscribed on the cover and this will be received upto 4:00 PM of 25.01.2021.

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

The quotations should be addressed to:

**The Dean
Seth G S Medical College & KEM Hospital,
& President,
ROTTA-SOTTO, 7th Floor, M.S. Building,
K.E.M. Hospital,
Parel, Mumbai-400012.**

Address for Communication and submission of tenders:

ROTTTO-SOTTO Office
7th Floor, M.S. Building,
Seth G S Medical College & K.E.M. Hospital
Parel, Mumbai 400012.

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. 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 ROTTO-SOTTO & same will be retained 6 months after completion of contract period. Contract period includes 3 years’ warranty period followed by 5 years CMC/AMC period.

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) 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
ROTTTO-SOTTO

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. Submission of triparty agreement in the prescribed format is mandatory if vendor other than 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 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.
 - iv. PAN card of the sansthas/ societies/ Trust which are registered under Public Trust Act 1950/ Registration Act 186/ the Maharashtra Co-op society Registration Act 1960 (whichever is applicable).

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 ROTTO-SOTTO , 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), the whole of machinery/ equipment 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 etc.

17) Order:

The user department ROTTO-SOTTO 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 ROTTO-SOTTO 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), 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), ROTTO-SOTTO 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), ROTTO-SOTTO 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) shall be final and binding and Dean (G&K) 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), ROTTO-SOTTO 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), ROTTO-SOTTO.

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), ROTTO-SOTTO. 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) 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 ROTTO-SOTTO.

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), ROTTO-SOTTO 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), ROTTO-SOTTO, 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).

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), 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), 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). If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the contractors, such changes shall not affect the title to the property and all the information, including the improvement/modifications effected by the contractor shall continue to be the property of the Dean (G&K).

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) for any such losses or inconveniences caused to the Dean (G&K) 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)

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) 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) 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) 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) 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 ROTTO-SOTTO & 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 ROTTO-SOTTO 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) shall be final and binding and Dean(G&K) 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) 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) 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).

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) 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,
President (ROTTA-SOTTO)
Seth GS Medical College & KEM Hospital and
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 ROTTO-SOTTO 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 ROTTO-SOTTO for any such losses or inconveniences caused to the ROTTO-SOTTO, 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 ROTTO-SOTTO.

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) 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 ROTTO-SOTTO, 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 ROTTO-SOTTO. 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).

I / We agree to abide the regulations of the ROTTO-SOTTO 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 ROTTO-SOTTO premises/area, if ROTTO-SOTTO feels that the said person is an undesirable element or is likely to create mischief. Dean (G&K) 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) 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 ROTTO-SOTTO and I /we will be liable for action as per terms and condition.

The acceptance of this tender by ROTTO-SOTTO, shall constitute a binding contract between me/us and ROTTO-SOTTO. 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 _____ 2020.

**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
President (ROTTA-SOTTO),
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

Tender No. _____

(In case of bid submitted by vendors other than 100% Indian subsidiaries/Authorized sole Distributor/Dealer for foreign Manufacturer)

TRI PARTY AGREEMENT BETWEEN ROTTO-SOTTO, MANUFACTURER AND BIDDER

This agreement made on this theday of, Two Thousand between **ROTTOSOTTO**, 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 sits, no penalty/ deduction will be made from the CMC/AMC bill.
- c) If it is not rectified within 120 hours (5 days) i.e. stipulated time by the supplier at our site, deduction will be made @ double the 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 ROTTO-SOTTO 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 ROTTO-SOTTO 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 MCGM (Dean / DMC, CPD)

Signature_____

Name:

Designation:

Address:

IN THE PRESENCE OF (WITNESS)

Signature

Name:

Address:

Signature

Name:

Address:

Annexure:5
PERFORMANCE CERTIFICATE
(To be submitted in Folder 'A')

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

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

Signature and designation of the authorized officer issuing performance certificate

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

Annexure:6

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last two years)

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

Tender No.:_____

Date of Opening: _____

Time: _____

Name & Address of the vendor: _____

Name & Address of manufacturer: _____

Order placed by (Full address of	Description and quantity of	Have goods been functioning
1	2	3

Signature & seal of the vendor

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

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

Annexure: 7

Details of the Item Data Rate to be filled by tenderer in commercial offer i.e. Folder B

1	Technical Specifications of Equipment: - As per Annexure — 10 attached					
	Item No.	Description	Quantity in Nos.	Rate per machine 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 ROTTO-SOTTO 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.

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

_____ for
in Mumbai under the style and name of Messer's _____
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 ROTTO-SOTTO in which expressions are included unless such inclusion is
inconsistent with the context or meaning therefore, include [Dean (G&K)] and ROTTO-
SOTTO authorized by [Dean (G&K)] and ROTTO-SOTTO and shall also include their
successors & assign/ assignee for the time being holding office, of the SECOND PART

Shri / Smt. _____ the ROTTO-SOTTO in
which expressions are included unless such inclusion is inconsistent with the context or
meaning therefore, include ROTTO-SOTTO, ROTTO-SOTTO and shall also include their
successors & assign/ assignee for the time being holding office, of the THIRD PART

WHEREAS the [Dean (G&K)] and ROTTO-SOTTO has interallia deputed his powers,
functions and duties to the ROTTO-SOTTO.

AND WHEREAS the ROTTO-SOTTO 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 ROTTO-SOTTO on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Contractor/s has /have paid deposit of Rs. _____

(Rupees _____) in the office of ROTTO-SOTTO 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 ROTTO-SOTTO 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 ROTTO-SOTTO 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 ROTTO-SOTTO 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 ROTTO-SOTTO & 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 ROTTO-SOTTO 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 ROTTO-SOTTO 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 ROTTO-SOTTO 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 ROTTO-SOTTO.

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 ROTTO-SOTTO, 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 ROTTO-SOTTO until actual delivery of the materials shall have been taken by the ROTTO-SOTTO. The Contractors shall exercise all possible care while delivering and stacking the materials within ROTTO-SOTTO premises. The cost of any damage done by the Contractors or their agents to ROTTO-SOTTO 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. ROTTO-SOTTO 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

ROTTTO-SOTTO 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 ROTTO-SOTTO, 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 ROTTO-SOTTO 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 ROTTO-SOTTO 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 ROTTO-SOTTO 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 ROTTO-SOTTO 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 ROTTO-SOTTO.

The Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO 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

ROTTTO-SOTTO 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 ROTTO-SOTTO 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 ROTTO-SOTTO Employees, and if he / they or any of them shall do so, The Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO shall be entitled to forthwith terminate this contract and forfeit the / Contract Deposit without prejudice to the other rights and remedies of the ROTTO-SOTTO, 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 ROTTO-SOTTO 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 ROTTO-SOTTO all loss, cost and damage of every description which the ROTTO-SOTTO 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 ROTTO-SOTTO 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 ROTTO-SOTTO as and for liquidated damages.

16. Disputes etc to be decided by the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO

If any dispute or difference shall arise between ROTTO-SOTTO 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, weighing 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, ROTTO-SOTTO 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 ROTTO-SOTTO 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 ROTTO-SOTTO, 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 ROTTO-SOTTO 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 ROTTO-SOTTO.

17. Directions & decisions of Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO 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 ROTTO-SOTTO (which said directions, decisions, certificates, orders and awards may be made from time to time) shall be final and binding upon the ROTTO-SOTTO 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 ROTTO-SOTTO to expect to any hearing or determination before or of the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO or to any certificate, order or award by the Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO 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 ROTTO-SOTTO and be taken to have been properly adjudicated upon.

18. Dean, Seth GS Medical College & KEM Hospital and ROTTO-SOTTO 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 ROTTO-SOTTO shall not be made a party to or be required to defend or answer any action, suit or proceedings at the instance of the ROTTO-SOTTO 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. ROTTA-SOTTO lien over all moneys due to the Contractor or his deposit

The ROTTA-SOTTO 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 ROTTA-SOTTO 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 ROTTA-SOTTO 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 ROTTA-SOTTO 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 ROTTA-SOTTO on behalf of the ROTTA-SOTTO 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 ROTTO-SOTTO 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 ROTTO-SOTTO 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 ROTTO-SOTTO 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 ROTTO-SOTTO 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 ROTTO-SOTTO and/or the

ROTTA-SOTTO 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 ROTTA-SOTTO and/or the ROTTA-SOTTO.

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 ROTTA-SOTTO and ROTTA-SOTTO 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 ROTTA-SOTTO or ROTTA-SOTTO 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 ROTTA-SOTTO or 'Dean (G&K) and ROTTA-SOTTO' wherever they occur in this Tender or in the Contract shall be construed to mean 'Dean, Seth GS Medical College & KEM Hospital and ROTTA-SOTTO , Seth GS Medical College & KEM Hospital ROTTA-SOTTO '

The Word 'The ROTTO-SOTTO or ROTTO-SOTTO wherever they occur in this enquiry or in the Contract shall be construed to mean 'Seth GS Medical College & ROTTO-SOTTO.

The Word 'ROTTOT-SOTTO wherever they occur in this Tender or in the Contract shall be construed to mean 'Seth GS Medical College & KEM Hospital and ROTTO-SOTTO '

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)/ROTTOT-SOTTO/ 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 ROTTO-SOTTO OR
- (b) To purchase from elsewhere after giving due notice to the contractor on that account and at his risk, stores not delivered or otherwise of a similar description without cancelling the contract in respect of the consignment not yet due for deliveryOR
- (b) To cancel the contract and orders and forfeiture of contract Deposit

29. Warranty

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 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 ROTTO-SOTTO / nodal officer ROTTO-SOTTO 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 ROTTO-SOTTO or his / her successor/s for the time being holding the office of the ROTTO-SOTTO 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 ROTTO-SOTTO shall be deemed to have been signed by the 'Dean (G&K) and ROTTO-SOTTO.

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 ROTTO-SOTTO

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 and ROTTO -SOTTO

Nodal Officer,
ROTTTO-SOTTO

Annexure - 9

BANKERS' GUARANTEE IN LIEU OF PERFORMANCE OF _____

THIS INDENTURE made this _____ day of _____ 2016

BETWEEN

THE _____ BANK

incorporated under the Indian Companies Act and carrying on business in Mumbai (hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and assigns) of the FIRST PART and

_____ inhabitants

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 ROTTO-SOTTO, KEM Hospital in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore, include [Dean (G&K)] and ROTTO-SOTTO and any officers of Seth GS Medical College & KEM Hospital and ROTTO-SOTTO authorized by [Dean (G&K)] and ROTTO-SOTTO 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 ROTTO-SOTTO

tender for the supply of _____ **for ROTTO-SOTTO,
8th**

Floor, MS 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 ROTTO-SOTTO as Performance Guarantee a sum of AND WHEREAS if and when any such tender is accepted by the [Dean (G&K)] and ROTTO-SOTTO, 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 ROTTO-SOTTO 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 ROTTO-SOTTO to accept the undertaking of the Bank hereinafter contained in place of the contractors depositing with the [Dean (G&K)] and ROTTO-SOTTO the said sum as Performance Guarantee as aforesaid AND WHEREAS accordingly the [Dean (G&K)] and ROTTO-SOTTO 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 ROTTO-SOTTO to pay to the [Dean (G&K)] and ROTTO-SOTTO upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole

_____ under the terms of the said tender and/or the contract. The B.G. is valid up to _____ "Notwithstanding anything what has been stated

above, our liability under the above guarantee is restricted to _____ and guarantee shall remain in force upto _____ unless the demand or claim under this guarantee is made on us in writing on or before _____ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter."

IN WITNESS, WHEREOF

WITNESS (1) _____

Name and _____

Address _____

WITNESS (2) _____

Name and _____

the duly constituted Attorney

Address _____

Manager Bank and the said

Messer's _____

_____ (Name of the Bank)

WITNESS (1) _____

Name and _____

Address _____

WITNESS (2) _____

for Messer's

Name and _____

(Name of the Contractor)

Address _____

ANNEXURE -10

SPECIFICATIONS

Specifications for Shaking Incubator

- It should be double walled made of SS
- Its base should be smaller than 80cm x 80 cm.
- It should be insulated with glass wool or similar material
- Door gasket made of silicon
- S.S. clamps having spring tension for holding flasks.
- It should have CFC Free compressor
- It should be cooling incubator (should have a range of 10°C to 60°C Accuracy $\pm 0.5^{\circ}\text{C}$)
- Should have air circulation.
- RPM should range from 0 to 250RPM
- Shaking stroke length should be 25 MM
- There should be Castor wheels for easy mobility
- External dimensions should not exceed 90 cm in length, 90 cm in breadth

GENERAL SPECIFICATIONS

1. It should be European CE Certified along with declaration of conformity or US FDA approved.
2. Demonstration of quoted model is compulsory.
3. Power supply: 230 v +/- 10%, 50 Hz +/-3%
4. Service training to MEC Engg. And operational training to user department.
5. Tropicalisation: Operating temperature: 40⁰c
Storage temperature: 60⁰c
Relative humidity: Upto 90% non-condensing