

**SETH GS MEDICAL COLLEGE**

**&**

**KEM HOSPITAL**

**ACHARYA DONDE MARG, PAREL, MUMBAI-400012.**

**GENERAL INSTRUCTIONS AND ARTICLES OF AGREEMENT**

**FOR PROCUREMENT OF EQUIPMENT**

**FOR**

**SETH GS MEDICAL COLLEGE**

**DEPARTMENT OF UROLOGY**

**April 16, 2024**

<b>Sr. No.</b>	<b><u>THIS TENDER DOCUMENT CONSISTS OF:</u></b>	<b><u>PAGES</u></b>
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## NOTICE INVITING QUOTATIONS

Dean, Seth GS Medical college & KEM Hospital [ Dean (G & K)] and Managing Trustee, Dean Seth GS Medical college & KEM Hospital Diamond Jubilee Society Trust (Managing Trustee DJST) Parel, Mumbai- 400 012, invites sealed tenders to supply, transport to site, installation and commissioning of following Equipment from reputed and financially sound manufacture/ dealer/ firm/ company etc. excluding those who are blacklisted demoted and debarred in MCGM ,P.W.D. other Government /Semi-government organizations in India ,as per terms and conditions of Department of Urology, Seth GS Medical college and KEM Hospital as indicated below:

Sr. No.	Name of Equipment	Quantity
1	WHOLE BODY COLOR DOPPLER ULTRASOUND MACHINE TECHNICAL SPECIFICATIONS	1

The tender bid shall consist of 2 parts, namely Folder –A and Folder –B, in separate sealed cover. Folder-A of the tender bid shall cover administrative and technical aspects: and Folder-B the commercial aspects of the bid. Sealed cover of Folder –A and Folder –B offers along with the filled annexure (Copy attached) shall be submitted in one sealed cover with name of software and due date superscripted on the cover and this will be received up to 5:00 pm on 23<sup>rd</sup> April 2024.

The tender bid will not be accepted after due date and time.

The tender bid should be addressed to:  
Diamond Jubilee Society Trust,  
Seth GS Medical College & KEM Hospital,  
Parel, Mumbai 400012  
Kind Attn: Department of Urology

Address for communication and submission of tenders:  
Department of Urology  
Urology Office, Ward No. 36  
8<sup>th</sup> floor, new building  
Seth GS Medical College & KEM Hospital, Parel, Mumbai 400012  
Tel No. : 02224107495

Contact person: Dr. Jinit / Mr. Sudhir

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

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

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

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

Supply of material should be as described in the specifications.

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

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

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

## **GENERAL INSTRUCTIONSTOTHE VENDORS**

### **1. Who can quote:**

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

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

### **2. 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 maybe.

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

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

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

VI. Pancard with Photograph

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

b) In case of Company or firm

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

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

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

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

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

VIII. Affidavit by vendor towards eligibility and acceptance of terms and conditions of the tender and for compliance of condition No 7(Incl. of 7A, 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 the reappears to be such indication of rate by the vendor in Folder- A, the offer shall be rejected outright.

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

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

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

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

**Past Performance or Experience Certificate should be in the name of Bidder &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 up to site of installation, bank charges and any other charges whatsoever it may be;

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

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

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

5. **Documents to be submitted:**

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

6. **Sign and seal:**

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

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

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

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

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

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



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

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

**Vendor must distinctly understand:**

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

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

20. **Contract Postponement:** Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by reason of the Dean (G&K), **GSMC& KEMH-Department of Urology and DJST** having in possession, other deposits on account of other bids or contract, which deposits may be or become returnable to the vendor and which they may wish to transfer as a contract deposit, under this contract. Such transfers will not, under any circumstances, be permitted

21. **Acceptance of offer:** The decision of the Dean (G&K) and Managing Trustee, DJST shall be final and binding and Dean (G&K) and Managing Trustee, DJST do not pledge himself to accept the lowest or any offer and reserves the right to split the quantity amongst the eligible. The Dean (G&K) reserves the right to reject any or all offers and relax/ stringent any of the conditions of proposal without assigning any reasons.
22. **Acknowledging communications:** Every communication from the Dean (G&K), **GSMC& KEMH**-Department of Urology and DJST to the vendor should be acknowledged by the vendor with the signature of authorized person and with official rubber stamp of the vendor.
23. **Jurisdiction of courts: In case of any claim, disputes or differences arising in respect of** a contract, the causes of action there at shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.
24. **Taxes and Duties:** All the rates quoted by the vendor should be inclusive of all duties, levies, Excise Duty, Custom Duty and taxes etc. If there is any increase in above taxes/duties during the period of contract repayment claim will not be entertained by the Dean (G&K), **GSMC& KEMH**-Department of Urology and DJST.
25. **Information regarding payment:** Payment will be made within 30days from the date of satisfactory supply, submission of the bills there of and submission of all documents for execution of contract.  
Vendors are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank account by crossed cheques only. Successful vendors shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. Such Bank account must be in any Nationalized Banks or Scheduled Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks in Mumbai jurisdiction.
26. **Rejection:** If the particulars furnished by the vendor are found materially incorrect or misleading, such quotation shall be rejected. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the Dean (G&K), **GSMC& KEMH**-Department of Urology and DJST. If the vendor fails to submit such information during the tenure of the contract, that shall invite legal action.

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

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

OR

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

OR

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

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

29. **Stamp duty:** The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives.

30. **Amendment to enquiry documents** ;Before deadline for submitting offers, the Dean (G&K)**GSMC& KEMH-Department of Urology and DJST** may modify any condition included in this inquiry document by issuing addendum/corrigendum/clarification and publish

it in the newspapers and/or on the website of Seth GS Medical College. Such addendum/corrigendum/clarification so issued shall form part of the inquiry documents. All vendors shall sign such addendum/corrigendum/clarification and submit it in Folder 'A'

31. **Secrecy:** The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract. Any information whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should be treated as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and the Dean (G&K), **GSMC & KEMH**-Department of Urology and DJST shall be at liberty to purchase the same material at the risk and cost of the contractor.
32. **Confidential Information:** All the information furnished to the contract or relating to the supply of material/equipment/plant shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of Dean (G&K), **GSMC & KEMH**-Department of Urology 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 & KEMH**-Department of Urology and DJST.
33. In case of the mandatory documents, which are submitted with bid, original of which, if called, shall be produced for verification within 3 days, failing which the bidder will be treated as **non-responsive**. Administrative and Technical Bid will be opened on the due date and due time as defined for the bid in the system. Financial Bid/ commercial bid of the respective bidder submitted will be opened only if the administrative & Technical offer in 'Folder – A' is acceptable. The date & time of opening of Financial Bid will be intimated to the responsive vendor.
34. The vendors are advised to physically apprise themselves with delivery, installation Conditions and working areas if required. They are advised to get themselves sufficiently acquainted with the actual nature of installation if required, prevalent conditions and facilities available.
35. This purchase process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.

36. The vendor shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not be offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies. Further, the vendor has to fill in the quotations with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this inquiry. In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by vendor, in this bid is false or incorrect, he shall compensate the Dean (G&K), **GSMC& KEMH**-Department of Urology and DJST for any such losses or inconveniences caused to the Dean (G&K), **GSMC& KEMH**-Department of Urology and DJST, in any manner and will not resist any claim for such compensation on any ground whatsoever. Vendor/vendors shall agree and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Dean (G&K), **GSMC& KEMH**-Department of Urology and DJST

Affidavit shall be submitted in this respect as per annexure – 3.

37. Vendors participating in this bidding process shall furnish the details as per annexure– 1.

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

39. **Risk& Cost Purchase** In case, the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily, the articles/ equipment within the prescribed time as herein provided or in case, shall fail at once to replace any articles that may have been rejected as herein provided with other, of approved quality ,the Dean (G&K),**GSMC& KEMH**-Department of Urology and DJST shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly, if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specified period, the Dean (G&K), **GSMC& KEMH**-Department of Urology and DJST shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The Dean (G&K), **GSMC& KEMH**-Department of Urology and DJST may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.

40. The Dean (G&K), **GSMC& KEMH**-Department of Urology and DJST have the right to inspect the manufacturing premises of the company as and when required.
41. **Tenders/Quotations not submitted as per the above procedure will be treated as invalid.**

**Annexure: 1**

**Particulars about the Vendor**

(Specimen copy)

**(To be submitted in Folder 'A')**

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

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

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

**Full Signature of the tenderer with**

**Official Seal & Address**

## Annexure: 2

### **Form of undertaking of Mandatory Conditions**

**(To be submitted in Folder 'A')**

SUB: Supply of \_\_. enquiry. \_Due On

#### **Mandatory Conditions of this tender:**

1. **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 & KEMH**-Department of Urology & if not found as per specification, in such case his offer though lowest will not be considered
4. Payment will be made within 30 days from the date of satisfactory supply, submission of the bills and submission of all documents for execution of written contract.
5. **Contract deposit:** Successful vendor shall have to give a Performance Bank Guarantee @ 10% of the total contract cost from the Bankers & same will be retained 6 months after completion of contract period.  

The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is counter signed by the Manager of a Branch of the same, within the Mumbai City limit categorically endorsing there on that the said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be forced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.
6. The vendor should give free delivery to user department of Seth GS Medical College within specified period from the date of placing the order.
7. **Order:** The **GSMC & KEMH**-Department of Urology 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& KEMH**-Department of Urology and DJST liquidated damages assume quarto half percent of quoted price of the material/equipment supply late per week calculated from the next day after the agreed delivery, period is over. This is subject to maximum limit@10% of the quoted price of the equipment/material. Such penalty is to be deducted always by the consignee from the contractor's balance bill, B. G. or any money due to the contractor from Dean (G&K), **GSMC& KEMH**-Department of Urology and DJST.

OR

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

OR

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

**12**

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

If the vendor does not submit scanned copies of the PAN Documents and Photographs of the individuals, owners, Karta of the Hindu Undivided family, Partners of the Partnership Firms and Director/Directors in case of Private Limited/ Public Limited Companies or the authorized representatives of the registered Co- operative Societies/Semi Government Undertakings as the

case maybe, Affidavit for compliance of condition no.7 of ‘General Instructions to the Vendors’ and Best rate quoted as per annexure – 3.

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

I/We have gone through the “General Instruction to the vendor”, “The Articles of Agreement”, “Copy of Undertaking for mandatory Conditions” and “Technical Offer” and I/We agree to abide the same.

**Full Signature of the vendor with  
Official Seal and Address.**

**Annexure: 3**

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

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

**(To be submitted in folder 'A')**

**AFFIDAVIT**

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

Sir,

**Ref:** Your tender /enquiry No.

"I/We (full name in capital letters, starting with surname),the Proprietor/Managing Partner/ Managing Director/Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/ firm/registered company, named herein below, do hereby state and declare that I/We, whose names are given herein below in details with the addresses, have not filled in this quotation under any other name or under the name of any other establishment /firm or otherwise, nor are we in any way related or concerned with any establishment/ firm or any other person, who have filled in the tender/quotation for aforesaid supply/work.

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

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

I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/ contract to me/us that any information given by me/us in this tender is false or incorrect, I/We shall compensate the **GSMC& KEMH-Department of Urology** and DJST for any such losses or inconveniences caused to the **GSMC& KEMH-Department of Urology** and DJST, in any manner and will not resist any claim for such compensation on any grounds what so ever .I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the **GSMC& KEMH-Department of Urology** and DJST.

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

I / We have quoted for all Items and Quantities as per your specifications, which include all Taxes and Duties payable & born by us and have carefully noted the conditions of the Contract and the Specifications with all the stipulations which I /We agree to comply. I / We undertake to complete the delivery within the period stipulated after receiving an order.

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

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

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

I/we hereby confirm that I/we will be able to carry out the supply/ work offered by me/us as per specifications indicated in the tender, after compliance of all the required formalities within the specified time at the quoted rates, if accepted by **GSMC& KEMH-Department of Urology** and DJST. I/We confirm that I / We shall not sublet the work or supply to any other agency without the prior approval of the Dean (G&K) and Managing trustee, DJST.

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

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

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

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

I/whereby declare that the information furnished in the tender is correct and true to the best of my /our knowledge and belief. I/we also know and accept that if at any stage the information is found to be not correct, my/our quotations shall not be considered by **GSMC& KEMH-Department of Urology** and DJST and I /we will be liable for action as per terms and condition.

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

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

Solemnly affirmed on this the day of 2021.

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

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

**Annexure:4**

**Proforma for Manufacturer's Authorization Letter**

**(To be submitted in Folder 'A')**

To,

Dean,

Seth GS Medical College & KEM Hospital and

Managing Trustee,

Seth GS Medical College & KEM Hospital

Diamond Jubilee Society Trust (DJST),

Parel, Mumbai 400 012.

Dear Sir,

**Reference:                      -Your                      Enquiry                      No.                      dated.**

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

This authorization is valid till \_\_\_\_\_

Yours faithfully,

**(Signature with Date, Name, & designation)**

**For and on behalf of M/s. \_\_\_\_\_**

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

**Annexure: 4a**

**Proforma for Triparty Agreement between GSMC& KEMH- Department of Urology,  
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 the .....day of ....., Two Thousand ..... between **GSMC& KEMH-** Department of Urology, having its office at Seth GS Medical College, Parel, MUMBAI 400012 hereinafter referred to as the PURCHASER (1<sup>st</sup> 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 (2<sup>nd</sup> party)

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

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

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

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

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



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

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

NOW THIS AGREEMENT WITNESSED & THE PARTIES AGREES AS FOLLOWS:

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

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

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

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

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

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

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

hereby further state and declare that I/We are

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

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

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

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

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

**SIGNED, SEALED & DELIVERED**

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

**IN THE PRESENCE OF (WITNESS)**

Signature	Signature
Name:	Name:
Address:	Address:

**Annexure:5**

**Proforma for Performance Certificate**

**(To be submitted in Folder 'A')**

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

**Tender No.** \_\_\_\_\_

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

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

**NOTE: Past Performance or Experience Certificate should be in the name of  
vendor &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:** \_\_\_\_\_

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

**Signature& seal of the vendor**

**\*\*The documentary proof will be a certificate from the consignee/end user with cross reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, vendor will be liable for action decided by Seth GS Medical College Department of Urology 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	<b>Technical Specifications of Equipment: - As per Annexure — 10 attached</b>				
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 <b>GSMC&amp; KEMH-</b> - Department of Urology Make: - Model: -				
<b>A1</b>	<b>Comprehensive Maintenance Contract</b>				
	1st Year				
	2nd Year				
	3rd Year				
	4th Year				
	5th Year				
	<b>Total of A1</b>				
	<b>Total (A + A1)</b>				
<b>List of Consumables: -</b>					
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 Professor and  
Head ,Department of Urology, Seth GS Medical College & KEM Hospital-Department of  
Urology (**GSMC & KEMH- DCP**) in which expressions are included unless such inclusion  
is inconsistent with the context or meaning therefore, include Professor and Head  
,Department of Urology, **GSMC & KEMH-** Department of Urology and any officers of  
**GSMC & KEMH-** Department of Urology authorized by the Professor and Head  
,Department of Urology, **GSMC & KEMH-** Department of Urology 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 Professor and Head ,Department of Urology, **GSMC  
& KEMH-** Department of Urology.

AND WHEREAS the Professor and Head ,Department of Urology, **GSMC & KEMH-** Department of Urology 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 Professor and Head ,Department of Urology, **GSMC & KEMH-** Department of Urology 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 & KEMH-** Department of Urology 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 Professor and Head,Department of Urology, **GSMC & KEMH-** Department of Urology 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, Professor and Head, Department of Urology, and **GSMC & KEMH-** Department of Urology 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 Professor and Head, Department of

Urology, **GSMC & KEMH-** Department of Urology 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 Professor and Head, Department of Urology, **GSMC & KEMH-** Department of Urology & 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 Professor and Head, Department of Urology, **GSMC & KEMH-** Department of Urology 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 Professor and Head, Department of Urology, **GSMC & KEMH-** Department of Urology 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/Professor and Head, Department of Urology, **GSMC & KEMH-** Department of Urology / purchasing Officer shall exercise their 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 & KEMH-** Department of Urology 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 & KEMH-** Department of Urology / 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 & KEMH-** Department of Urology /DJST until actual delivery of the materials shall have been taken by the **GSMC & KEMH-** Department of Urology / DJST. The Contractors shall exercise all possible care while delivering and stacking the materials within DJST/ **GSMC & KEMH-** Department of Urology's premises. The cost of any damage done by the Contractors or their agents to DJST/ **GSMC & KEMH-** Department of Urology'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 & KEMH-** Department of Urology / 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**

Professor and Head, Department of Urology, **GSMC & KEMH-** Department of Urology / Secretary, DJST/ the purchasing officer, shall not be bound to assign any reason in case of their 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 & KEMH-** Department of Urology / 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 & KEMH-** Department of Urology /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 & KEMH-** Department of Urology / 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 & KEMH-** Department of Urology /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 their intention to do so and in such case the Contractor/s shall be responsible for and shall make good to the **GSMC & KEMH-** Department of Urology / DJST all loss, cost and damage of every description which the **GSMC & KEMH-** Department of Urology / 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 & KEMH-** Department of Urology / 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 Professor and Head, Department of Urology **GSMC & KEMH-** Department of Urology / 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 Professor and Head, Department of Urology, **GSMC & KEMH-** Department of Urology / 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 & KEMH-** Department of Urology / 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 & KEMH-** Department of Urology / 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 & KEMH-** Department of Urology / 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 & KEMH-** Department of Urology / 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 & KEMH-** Department of Urology / 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 they be compellable to state or give their reasons for any proceeding whatsoever which they 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 their possession or power relating thereto.

**19. GSMC & KEMH- Department of Urology / DJST's lien over all moneys due to the Contractor or his deposit**

The **GSMC & KEMH- Department of Urology / 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 & KEMH- Department of Urology / 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 & KEMH- Department of Urology / 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 & KEMH- Department of Urology / 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 & KEMH- Department of Urology / 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 & KEMH-** Department of Urology / 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 & KEMH-** Department of Urology / 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 & KEMH-** Department of Urology / 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 & KEMH-** - Department of Urology / 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 & KEMH-** Department of Urology or **GSMC & KEMH- DCP** wherever they occur in this enquiry or in the Contract shall be construed to mean 'Seth GS Medical College and KEM hospital- Department of Urology (**GSMC & KEMH-- DCP**)

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 & KEMH-** Department of Urology / Purchasing Officer shall exercise their 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 & KEMH-** Department of Urology 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 / Professor and Head, Department of Urology **GSMC & KEMH-** Department of Urology 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 Professor and Head, Department of Urology 'Dean (G&K) and Managing Trustee, DJST **GSMC & KEMH-** Department of Urology or their successor/s for the time being holding the office of the **GSMC & KEMH-** Department of Urology / 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 Professor and Head, Department of Urology 'Dean (G&K) and Managing Trustee, DJST **GSMC & KEMH-** Department of Urology 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 from Department of Urology, Seth GS Medical College & KEM Hospital-Department of Urology

\* Contract examined with the quotation and found correct.

HOD

Department of Urology  
Seth GS Medical College and KEM



**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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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 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 (**GSMC &  
KEMH**- - Department of Urology 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 & KEMH- Department of  
Urology, 1<sup>st</sup> Floor, New M S building, 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 up to \_\_\_\_\_ 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

# WHOLE BODY COLOR DOPPLER ULTRASOUND MACHINE TECHNICAL SPECIFICATIONS

1. High end colour Doppler ultrasound with Wide band width technology, capable of producing high resolution images in Abdomen, Urology applications incl. TRUS, Bladder capacity, stone calculus
2. Ultrasound machine should be supplied with 15” Inches or more High Density monitor with 0 – 180 degrees open angle and full screen imaging to utilize entire screen area.
3. Backlight control panel which enables user to operate the machine in dark/ dimly lit area. Design and operation should be easy enough to understand & user friendly.
4. 9.0” or bigger size touch screen/ touch pad preferred for smooth workflow. Should support QWERTY keyboard. Gesture controlled virtual TGC sliders for user friendly operation preferred.
5. System should have two active and universal ports. All the transducers must be pin less and compatible with both the ports.
6. Machine should have compact, portable, light weight design (<5kgs) and should be provided with suitable trolley along with probe holder.
7. System should be compatible with multiple transducer choices, covering linear, convex, micro-convex, Endo cavity, phased array etc. Should have an option of high frequency linear probe for superficial, MSK studies.
8. System should have facility for real time and frozen zoom.
9. Total operating depth range should be wide enough to cover vast range of applications. Depth should be accessible from 1 to 40 cms or more.
10. Ultrasound machine should have display monitor with thumbnail view of saved images and cine clips and easy reviewing of images on monitor quickly.
11. System should support at least 4 no. of focus and intra focus adjustment should be possible.
12. System should have latest state of the art wideband transducers capable of processing signals from 1 to 17 MHz.
13. System should provide wide SV gate adjustment to cover all types of Doppler. It should have range from 0.5 to 40mm.

14. The operating modes system should have – 2D, M-mode, Colour mode, PW, CW, Power and Bi-directional flow, TDI with Tissue harmonic imaging, Spatial compound imaging, speckle reduction technology, trapezoidal image, Quad and dual imaging.
15. Spatial compounding and speckle reduction technology should be provided as standard configuration. Both features should be available with all transducers and with all applications.
16. Auto resolution adjustment in B-mode with a single button.
17. System should support Dual B, Quad B, Duplex, Triplex, Dual live imaging.
18. System should be able to support biopsy mode for needle guided procedures.
19. The system should offer multiple application dedicated presets inbuilt. Further provision to create user defined presets.
20. System should have good dynamic range from 20 to 320 dB.
21. Should have facility to store cine retrospectively as well as prospectively.
22. System should have image management software and easy access to old saved images. System should have inbuilt SSD of 120 GB. Provision to upgrade to 1 TB SSD.
23. System should have quick boot up time up to 30 seconds and boot up from sleep mode should be 5 seconds.
24. Should have optional inbuilt battery back-up for two hours.
25. Provision to connect printer directly to the machine or transferring images/reports to PC.
26. System should be DICOM enabled. All the necessary software shall be provided by manufacturer.
27. All the measurement packages should be supported for various applications such as Abdominal, Urology incl. bladder volume measurement and system should support auto IMT measurement.
28. Dedicated comments/ annotation charts should be available in the system for various applications such as Abdominal, Urology and user should be able to edit and rearrange list of comments as required.

29. System should be provided with multi-frequency broad band probe –
- a. Standard Probe to be supplied with the Portable Ultrasound machine 2.0 – 5.0 MHz curved array (convex) probe for general purpose, OB/GYN, Abdomen, Renal Doppler, deep nerve access specially sub gluteal and abdominal applications (standard probe to be supplied with the machine)
  - b. Above probe should be supplied with biopsy attachment
30. Accessories (to be supplied) :
- a. High resolution 500 DPI (or better) Digital colour printer with laminated print out of 8x12 inches size
  - b. Trolley with probe holder
  - c. Biopsy attachment for probe
31. Consumables :
- a. Media box for Dye Sublimation Printer (1 box)
  - b. Ultrasound Jelly Bottle
32. Warranty & Comprehensive Annual Maintenance Contract (CAMC):
- a. 3 years standard warranty for Ultrasound Colour Doppler machine from date of installation
  - b. Post warranty CMC rate for 5 years to be quoted separately