



Price :- 3000/-

DIRECTOR OF HEALTH SERVICES , MAHARASHTRA

Government of Maharashtra
(Procurement Cell)

*Arogya Bhavan 1st Floor,
St.George's Hospital Compound,
Near C.S.T.Station,Mumbai-400 001.
Maharashtra State*

Website : <http://phd.maharashtra.etenders.in>, <http://maha-arogya.gov.in>

(linked to website : <http://maharashtra.etenders.in>)

*Email: procurementcell@gmail.com
Phone : 022-22631831/22651026,
Fax : 022-22625799*

Tender for supply of

1) MVA Kit - Instrument

Not Transferable

Tender. No. E- 101/DHS/PC/NRHM/ Manual Vacuum Aspiration kit /2012-13

Date for submission of tenders:21.11.2012 from 17:01 Hrs to 26.11..2012 14:00 Hrs

Issued to M/s.....



DIRECTORATE OF HEALTH SERVICES
(MAHARASHTRA STATE)

E-Tender. No. E- 101/DHS/PC/NRHM/ Manual Vacuum Aspiration kit /2012-13

Joint Director of Health Services (Procurement Cell), Mumbai invites on line TENDER in two envelope system from the Manufacturers only for purchase of following Instrument-equipments.

S. No.	Description	Quantity	EMD In Rs
1	MVA Kit - Instrument	2476	20,000/-

Interested eligible Tenderers may obtain further information of technical specifications, required quantities and other terms and conditions applicable for procurement of above items from the e-tendering website <http://phd.maharashtra.etenders.in>, & <http://maha-arogya.gov.in>

TENDER SCHEDULE

All bid related activities (Process) like Tender Document Download, Bid Preparation and Hash submission, bid submission and submission of EMD and other documents will be governed by the time schedule given under Key Dates below:

Date of commencement of sale of Tender document/Download : 01.11.2012

Pre Bid meeting : 06.11.12

Last date for sale of tender document : 21.11.2012 at 14:00 Hrs

Bid preparation Period : 1.11.2012 to 21.11.2012 (up to 14:00 Hrs)

Closing of Bid (By Department) : 21.10.2012 (14:01 Hrs to 17:00 Hrs)

Date and time for submission of tender : 21.11.2012 from 17:01 Hrs to 26.11..2012 14:00 Hrs

Date and time of opening of Envelope No.1 : 26.11.2012 14.01 Hrs to 17:30 Hrs

Address for communication : Office of the Joint Director of Health Services
(Procurement Cell) 1st Floor, Arogya Bhavan
St. Georges Hospital Compound, Mumbai 400 001
Phone NO : 022-22631831 / 22651026
Telefax : 022-22625799

The interested Manufacturers will have to pay service providers fee for online submission of Bid @ Rs. 1038/- per tender .

A complete set of tender documents may be purchased by interested eligible tenderer upon payment of a non refundable fee of Rs. **3000/-** (Rupees Three Thousand only) in the form of a Demand Draft issued by Nationalized/Scheduled Bank in favour of " of "**STATE HEALTH SOCIETY, MUMBAI**" payable at Mumbai as per the duration displayed in Time schedule as per e-tender procedure

Tender cost of s Rs. 3,000/- in the form of Demand draft will have to be submitted during office hours till last date of sale close of tenders by 14:00 Hrs. (i.e.21.11.2012) The tenders shall be rejected summarily upon failure to follow procedure prescribed in the Tender document. The conditional tender is liable to be rejected.

Joint Director of Health Services (Procurement Cell), Mumbai reserves the right to increase or decrease the quantity to be purchased and also reserves the right to cancel or revise or any of the all the tenders or part of tenders without giving any reasons thereto.

**Joint Director of Health Services
(Procurement Cell) Mumbai**

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TERMS AND CONDITIONS

1. **Introduction**
 - 1.1 The Joint Director of Health Services (Procurement Cell), Mumbai , hereinafter referred to as a “Purchaser “ invites online tender in two Envelope systems for supply of item specified in **Annexure-A** Schedule of Requirements, for the use in Govt. health facilities in the State of Maharashtra.
 - 1.2 **Interested eligible Tenderer may obtain further information of technical specification, required quantities and other terms and conditions applicable for procurement of item from** Government of Maharashtra E-tendering website <http://phd.maharashtra.etenders.in> (Public Health Department) & **our website :<http://maha-arogya.gov.in>**
 - 1.3 All tender related activities (Process) like Tender Document Download, Tender Preparation and Hash submission, Tender submission and submission of EMD and other documents will be governed by the time schedule.
 - 1.4 All activities of this tender are carried out **online** on Website **<http://phd.maharashtra.etenders.in>**. The tender document is uploaded/Released on Government of Maharashtra, (GOM) e-tendering website <http://phd.maharashtra.etenders.in> and has to be downloaded as well as filled up and submitted **online only**. Tenderer are required to submit the tender cost of Rs. 3000/- (Rupees Two Thousand only) (Non-refundable) by way of separate demand draft issued by Nationalized /Scheduled Bank drawn in favour of **State Health Society, Mumbai' payable at Mumbai** and the same should essentially be submitted in the separate Envelope along with EMD manually on or before last date & time for sale close of Bid . In no case, the tender cost/fee should be mixed with EMD amount. Tender shall liable to be rejected summarily upon failure to follow procedure prescribd in the Tender document
 - 1.5 The quantities mentioned in the Tender are only approximate estimated quantities. The Joint Director (Procurement Cell) reserves the right to increase or decrease the quantities, to be purchased without assigning any reason thereof.
 - 1.6 If any tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, information etc. the tenderer has to deposit Rs.1,00,000 (Rupees One Lac only) in the form of Demand Draft drawn in favour of Director of Health Services, Maharashtra payable at Mumbai in terms of deposit. **This issue will submit to Central Purchase Committee along with facts.** The amount so deposited shall be refunded if after scrutiny the complaint is found to be true by the **Central Purchase Committee**. However, if the complaint found to be false and malafide the deposit will be forfeited. No interest shall be paid against this deposit.
2. **Eligibility criteria for this Tender :**
 - 2.1 Manufacturer, who qualify the tender conditions and qualification criteria are eligible to participate and submit their offer against this tender invitation. Manufacturer in all the case must have own factory and Manufacturing license issued by respective statutory authority. PAN registration documents attested copies and a Certificate from Chartered Accountant showing revenue income receipts on Medical equipment during 1st April , 2011 to 31st March 2012 .

The successful bidder can appoint his territorial distributors at his own cost & at own risk at the time of supply after awarding of the tender. Payment shall be made to manufacturer only. However the manufacturer has to authorize the distributor while participating in tender along with distributor's documents recent sales tax clearance certificate. Manufacturer will be solely responsible for all types of quality issues even though supplies are made by distributor.

For items manufactured outside India, the manufacturer / subsidiary shall submit following documents along with tender.

- i) Authority letter of the original manufacturer stating that the tendering firm is wholly owned Indian subsidiary of manufacturer .
 - ii) Valid IEC code for other Products
 - iii) Bankers certificate
 - iv) Bill of entries to access that the product is imported in India since last 3 years
 - v) Original manufacturer's certificate that the product is being used in country of origin
- 2.2 The annual turnover of the bidder shall be **Rs. 1.50 Cr.** or more as for the period of three years i.e., 2008-09, 2009-10 & 2010-11 **OR** 2009-10, 2010-11 & 2011-12 to qualify.
- 2.3 Tenderer shall produce Certificate from Chartered Accountant for Annual turnover of last 3 years 2008-09, 2009-10 & 2010-11 **OR** 2009-10, 2010-11 & 2011-12 in the format given in **Annexure -3.**
- 2.4 Tenderer shall produce Audited Balance Sheet and Profit and Loss Accounts for last three years i.e. 2008-09, 2009-10 & 2010-11 **OR** 2009-10, 2010-11 & 2011-12 certified by the Auditor.
- 2.5 The eligible manufacturer must submit particulars of quantity of the **past supplies** made as per the performance statement Format provided in the tender document without any alteration, during the last Three calendar years, out of this **at least 25 % quantity for the same Product** along with order copies as specified in the Technical Specification and in the Schedule of Requirements & must have been supplied in any one of the last 3 (Three) calendar years, 2 (Two) months before the date of tender opening to be eligible & to qualify for evaluation.
- 2.6 Satisfactory Performance Certificates for the quantity of at least 25% quantity as per schedule of requirements must be submitted issued from their end users or clients with no adverse reports, These certificates shall be from clients / end users where supplies were made at least 6 (six) months before the date of tender opening and existing in the performance statement above. Client certificate may be substituted by bank transaction statement ledger's notarized copy on payments from same clients as per statement submitted in above clause no. 2.5 for conformity.
- 2.7 Technical specification parameter feature wise item by item compliance is mandatory. Technical compliance on each word/line/paragraph wise explained & substantiated with full particulars and shall be supported by quality Conformance test reports of the offer product(s).
- 2.8 Brief compliance on item by item parameter using words like: "... Will be provided /As per BIS/Complied/As per specifications/Available /As per Literature / As per tender / As per requirements & copy typing the tender specifications as compliance or similar " are not acceptable and that bid shall be categorize as incomplete and rejected.

- 2.9 Deviations or exceptions if any must be clearly clarified , mentioned and submitted, Tenderer offering substitutions which must ensure substantial equivalence to those designated standards or features provided that it demonstrated to the Purchaser's satisfaction.

Note: Tenders are not allowed from manufacturer for the item (s) for which the firm found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority, Other State Government/Central Government's organizations.

3. Cost of bidding

The tenderer shall bear all costs associated with the preparation and submission of their online tenders and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4. Clarification of tender document

A prospective tenderer requiring any clarification of the tender document shall contact the Purchaser **by letter or email 10 days prior to last date & time of closing sale of tender. Email ID – procurementcell@gmail.com For e-tendering process related Queries can be sent on email – support.gom@nextenders.com/Help line number available on website – 020-25315555**

5. Amendment of tender document

5.1 At any time prior to the deadline for Sale of tender, the Purchaser may amend the tender documents by issuing Addenda/Corrigendum.

5.2 Any addendum/corrigendum as well as clarification thus issued shall be a part of the Tender documents and it will be assumed that the information contained in the amendment will have been taken into account by the Tenderer in its tender.

5.3 To give prospective Tenderer reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser shall extend, at its discretion, the deadline for submission of tenders, in which case, the Purchaser will notify all tenderer by placing it on website of the extended deadline and will be binding on them.

6. Submission of tenders:

Tender should be submitted on or before last date of submission.

Tender **should be submitted through website <http://phd.maharashtra.etenders.in> and Online only in two envelopes** i.e. Technical Bid in envelop no.1& Commercial bid in Envelop no. 2. The EMD as required in the tender documents should invariably be submitted before the last date and time for sale close of tender on address mentioned below.

**Joint Director of Health Services
(Procurement Cell)**

1st Floor, Arogya Bhavan
St. Georges Hospital Compound,
Mumbai 400 001
Phone NO : 022-22631831 / 22651026
Telefax : 022-22625799

To prepare and submit the tender/offer online all bidders are required to have etoken based DIGITAL CERTIFICATE . Digital signature certificate should be obtained from competent authority. However the e tender website or helpline numbers may guide you for obtaining the same.

6.1 Late tender offers:

Late tender on any count shall be rejected summarily. Delay due to Post or any other reason(for eg : electricity/internet/etc) will not be condoned.

6.2 Envelope No. 1 (Technical Bid):

Technical offer must be submitted online at <http://phd.maharashtra.etenders.in> as per the instructions on the portal. The tenderer must upload the following documents as per e-tendering process.

(Technical Bid): Technical offer must be submitted along with following documents.

1. Tender Form as per Annexure-1.
2. The instruments such as power of attorney, resolution of board etc. authorizing an officer of the tenderer and nominating a responsible person of the tenderer to transact the business with the Purchaser.
3. Attested photocopy of factory licence/ Manufacturing license issued by respective State Government for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license.
4. Past performance of the product quoted in the tender for having manufactured and marketed for last three years in the format given in **Annexure-2** supported by copies of purchase orders/satisfactory certificates issued by the clients for major supplies.
5. Annual turnover statement for last 3 years 2008-09, 2009-10 & 2010-11 & 2009-10, 2010-11 & 2011-12 in the format given in **Annexure -3** certified by the Chartered Accountant.
6. Copies of Balance Sheet and Profit and Loss Accounts for last three years i.e. 2008-09, 2009-10 & 2010-11 OR 2009-10, 2010-11 & 2011-12 certified by the Auditor.
7. VAT Registration certificate
8. VAT Clearance Certificate up to 31st March 2012 or the latest copy of the VAT return submitted.
9. Affidavit on non-judicial stamp paper of Rs. 100/- that the rates quoted in the tender are not higher than the rates quoted to other Govt. Departments/Govt. Undertakings or any prevailing rate contracts.

To be submitted to this office along with tender fees , EMD on or before sale close of tender.

10. Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations in the past three years .

To be submitted to this office along with tender fees , EMD on or before sale close of tender

11. Affidavit on non-judicial stamp paper of Rs. 100/- regarding acceptance of Warranty, AMC/CMC and spare parts as per clause 22.

To be submitted to this office along with tender fees , EMD on or before sale close of tender

12. Attested copy of valid registration made by manufacturing firm for the offered product under Directorate General of Supplies & Disposal (D.G.S. & D), Small Scale Industries (S.S.I) & National Small Scale Industries Corporation (N.S.I.C) should be submitted, if applicable. EM Part II certificate should be submitted in which name of products quoted has to be mentioned by the competent authority. If firms of any of these Small Scale Industries categories wish to enjoy any preference declared by Maharashtra Government, the Government Resolution under which they are entitled for preferences should submit along with Registration Certificates failing which they shall be treated at par with other tenderer. This preference shall invariably be applicable to the manufacturers for the specific product as per technical specifications of this tender.
13. Manufacturer's complete information and evidential documents on ownership & existing of typical Processing & manufacturing Machinery requirement for quality assurance of product as per Tender Technical requirements must be submitted (as per format in **Annexure-4** provided in the tender document) for goods and quality control employed by the manufacturer (Use extra sheet, if required)
14. Other relevant documents required as per tender terms & conditions.
15. **Sample :-** Sample will be called for demonstration within a week from responsive bidders after evaluation of Envelop No.1. The venue for demonstration will be Mumbai/Pune. Bidder will be given 48 hours notice for bringing samples for Demonstration. If the sample fails to conform the technical specifications such tenderer's envelope no. 2 will not be opened.

6.3 Envelope No. 2 (Price bid):

- (a) All Commercial offers must be submitted online at <http://phd.maharashtra.etenders.in> as per the instructions on the portal.
- (b) Rates should be quoted in the Price Schedule Annexure-5 only.
- (c) Tenderer are strictly prohibited to change/alter specifications or unit size given in Annexure-A Schedule of requirements while quoting.

Deadline for submission of tenders

- 7.1 For Submission of tender tenderer must complete the online bid submission stage as per online schedule of the tender.
- 7.2 The Purchaser may, at his discretion, extend the deadline for the submission of tenders by amending the tender document in which case all rights and obligations of the Purchaser and Tenderer previously subject to the deadline will thereafter be subject to the deadline as extended.
- 7.3 Offers not submitted online will not be entertained.

8. Opening of tender:

On the date and time specified in the tender notice following procedure will be adopted for opening of tender for which tenderer is free to attend himself or depute an authorized officer as his representative.

8.1 Opening of Envelope No.1 (Technical bid)

Envelope No.1 (Technical bid) of the tenderer will be opened in the presence of tender opening authority and in the presence of tenderer / their representatives through e-tendering procedure.

8.2 Opening of Envelope No.2

This envelope shall be opened as per e-tendering procedure after opening of Envelope No.1 (Technical bid) only if contents of envelope No.1 (Technical bid) and samples are found to be in accordance with the tender conditions stipulated in the tender document. The date and time of opening of Envelope No. 2 will be communicated electronically by the Purchaser separately to the eligible tenderer of Envelope No. 1. (Pl. see clause: 6.2.17 for sample approval)

9. Period of Validity of tenders :

- 9.1 The tenders shall remain **valid for a period of 120 days** after the date of opening of Envelope No. 1 (Technical bid). A bid valid for a shorter period shall be rejected.
- 9.2 Prior to the expiration of the bid validity the Purchaser may request the tenderer to extend the bid validity for the period as required by the Purchaser.

10. Earnest Money Deposit :

- 10.1 All tenders must be accompanied with Earnest Money Deposit (EMD) for the amount specified in Annexure-A Schedule of Requirements.

- 10.2 The EMD shall be submitted in the form of **Bank Guarantee** in favour of **State Health Society** payable at Mumbai from any nationalized or scheduled bank in the form provided in the tender document (Annexure-6) and valid for 165 days from opening date of 1st bid as mentioned in the tender or the extended date if any.
- 10.3 Manufacturing Firms who registered for offered product with Directorate General of Supplies & Disposal (D.G.S. & D) **OR** Small Scale Industries (S.S.I) **OR** National Small Scale Industries Corporation (N.S.I.C) will be granted exemption from payment of EMD in respect of tender item as specified in the technical specifications is mentioned in the registration certificate & E M part II which has been produced for exemption.
- 10.4 The tenders submitted without EMD will be summarily rejected.
- 10.5 Unsuccessful tenderer's EMD will be discharged/returned within a period of 30 days after award of contract to the successful bidder.
- 10.6 Tenderer shall not be entitled for any interest on EMD /Security deposit.
- 10.7 The successful tenderer's EMD will be discharged after signing the Contract and submitting the security deposit as stipulated.
- 10.8 The EMD shall be forfeited:
- (a) If a Tenderer withdraws its tender during the period of bid validity as specified in the Tender.
 - (b) In case of a successful Tender, if the tenderer fails:
 - (i) To sign the Contract in accordance with terms and conditions or.
 - (ii) To furnish security deposit as per tender clause 15.

11. Prices

- 11.1 The prices quoted and accepted will be binding on the tenderer and valid for a period of one year from the date of signing the contract and any increase in price will not be entertained during the contract period.
- 11.2 Rates should be quoted for each of the required item separately on door delivery basis according to the unit asked for strictly as per the format of price schedule (**Annexure-5**). Tender for the supply of item quoted in the bid with conditions like 'AT CURRENT MARKET RATES' shall not be accepted. The Purchaser shall not be responsible for damages, handling, clearing, transport charges etc. will not be paid. The deliveries should be made as stipulated in the purchase order placed with successful tenderer. Conditional tenders are not accepted and liable for rejection.
- 11.3 If at any time during the period of contract, the price of tendered items is reduced or brought down by any Law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform the Purchaser immediately about such reduction in the contracted prices. The Purchaser is empowered to reduce the rates accordingly.
- 11.4 In case of any enhancement in Excise Duty /VAT due to statutory Act of the Govt. after the date of submission of tenders and during the tender period, the quantum of additional excise duty so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in Excise Duty/VAT, the tenderer should produce a letter from the concerned Competent Authorities for having paid additional Excise Duty /VAT on the goods supplied to the Purchaser and can also claim the same

in the invoice.

- 11.5 To ensure sustained supply without any interruption the Purchaser reserves the right to split orders for supplying the requirements amongst more than one tenderer provided that, the rates and other conditions of supply are same.

12 Technical specifications :

- 12.1 The Tenderer shall carefully read and understand the technical specifications, quality requirements, packing, applicable standards, Acts & Rules including the Mandatory requirement for substantiation of their compliance without deviating from tender requirements.
- 12.2 Columns provided next to Technical specifications where each parameter wise compliance must be filled up with full details i.e. Make, Technical compliance on each word/line/paragraph wise explained & substantiated with full particulars and shall be supported by quality Conformance test reports of the offer product(s)
- 12.3 Brief compliance on item by item parameter using words like: “... Will be provided /As per BIS/Yes/Complied/As per specifications/Available /As per Literature / As per tender / As per requirements & copy typing the tender specifications as compliance or similar “ are not acceptable and that bid shall be categorized as incomplete and rejected.
- 12.4 Deviations or exceptions if any must be clearly clarified mentioned and submitted; Tenderer offering substitutions which must ensure substantial equivalence to those designated standards or features provided that it demonstrated to the Purchaser’s satisfaction.

13 Evaluation of tenders:

- 13.1 After opening of Envelope No. 1 (Technical bid), on the scheduled date, time and venue, the Purchase committee shall examine the contents of the tenders received online through e-tendering process along with all prescribed mandatory documents.
- 13.2 The Purchase committee shall scrutinize the documents mentioned above for its eligibility, validity, applicability, compliance and substantiation including post qualification criteria stipulated in tender document.
- 13.3 The Purchase committee shall also analyze that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.
- 13.4 The technical scrutiny shall be on the basis of submitted substantiation documents and Rules including allied standards of BIS codes as applicable.
- 13.5 Any tender during the evaluation process do not meet the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation. However, the tenderer can check their tender evaluation status on the website.
- 13.6 Tenders which are in full conformity with tender requirements and conditions shall be declared as Eligible Tender for opening Envelope no. 2 in the website and Envelope No. 2 (Commercial bid) of such tenderer shall be opened later, on a given date and time.

13.7 Each item will be evaluated separately.

14. Post Qualification:

14.1 The Purchaser will further evaluate the Tenderer's financial, technical, and production capabilities based on the documentary evidence and information submitted by the Tenderer as well as other information the Purchaser deems necessary and appropriate.

14.2 An affirmative post-qualification determination of the Purchaser will be a prerequisite for acceptance of Technical Bid (Envelope No.1). A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

15.Security Deposit & Contract Agreement

15.1 The successful tenderer shall furnish the security deposit to the Purchaser within 15 days from the date of communication of Acceptance of Tender for an amount of 5% of the contract value, valid up to 60 days after the date of completion of warranty obligations and enter into Contract Agreement on Rs. 100/- non-judicial stamp paper. The cost of Stamp paper should be borne by the tenderer. In the event of any replacement of defective goods during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of two years and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty.

15.2 The Security Deposit should be in the form of Bank Guarantee in favour of the 'Director of Health Services, Mumbai' payable at Mumbai from any Nationalized or Scheduled bank (**Annexure-7**).

15.3 The Security Deposit will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.

15.4 The security deposit shall be discharged(forfeited) as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the Purchaser thinks fit and proper.

16. Award of contract:

16.1 The Purchaser will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined as lowest evaluated tender, provided further that the tender is determined to be qualified to perform the contract satisfactorily . The Purchaser will place supply orders on staggered basis, if necessary, during the contract period to the lowest evaluated responsive tenderer and will be governed by all the terms and conditions stipulated in the tender document.

16.2 The Purchaser reserves the right to increase or decrease the quantity to be purchased and also reserves the right to cancel or revise or any of the all the tenders or part of tenders without giving any reasons thereto with no cost to the Purchaser.

17. Delivery Period & Place of delivery :

The goods should be delivered within **45 (Forty Five)** days from the date of receipt of supply order to the consignee. The consignees may be District Health officers/Civil Surgeon in the State as per quantity indicated in the supply order on door delivery basis as mentioned in Schedule of requirement.

18. Liquidated damages:

If the Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed goods for each week or part thereof of delay until actual delivery, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider **for** termination of the Contract.

19. Default Clause / Cancellation on failure to supply:

If the supplier fails to commence delivery as scheduled or to deliver the quantities ordered to him within the delivery period stipulated in the contract, it shall be discretion of the purchaser either. (a) to extend the delivery period or (b) to cancel the contract in whole or in part for the unsupplied quantities without any show cause notice. In the event of extension, liquidated damages, will be applicable. If the purchaser decides to cancel the contract, the mode of repurchase will be at the discretion of the purchaser. The supplier shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the purchaser may sustain on account of such repurchase at the risk and cost of the supplier. In addition to action above, the purchaser may debar the defaulting supplier from future orders, for maximum period of 3 years.

20. Inspections and tests

Pre-dispatch inspection will be carried out in the premises of the manufactures by a team of officers nominated by the Purchaser. If goods are offered for Inspection in the factory premises all expenditure shall be borne by the tenderer. The entire store ordered shall have to be offered for inspecting team for inspection in open condition. Inspection charges, including the expenses for the experts, will be payable by the tenderer.

21.1 The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories wherever necessary.

21.2 The Purchaser shall be the final authority to reject full or any part of the supply, which is not confirming to the specifications and other terms and conditions. No payment shall be made for rejected stores. Rejected items must be removed by the tenderer within two weeks of the date of rejection at their own cost and replaced immediately. In case rejected items are not removed it will be destroys at the risk , responsibility & cost of Manufacturer.

22. Warranty

- 22.1 The warranty shall remain valid for **24 months** from the date of installation at consignee destination.
- 22.2 The Supplier should submit the written warranty that all goods supplied under the Contract are of the most recent or current models and that they incorporate all recent improvements in design and materials provided in the Contract.
- 22.3 The Purchaser shall have the right to make claims under the above warranty after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, within the period of 15 days replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.
- 22.4 If, after being notified that the defect has been confirmed pursuant to above clause, the Supplier fails to replace the defective Goods within the period of 15 days the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage, in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract

22.5 Annual maintenance Contract & CMC: (Not Applicable)

22.6 Spare Parts :(Not Applicable)

23. Force Majeure:

- 23.1 For purposes of this Clause, 'Force Majeure' means at any time during subsistence of contract an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 23.2 If a Force Majeure situation arises, the Supplier shall promptly but not later than 30 days notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 23.3 Force Majeure will be accepted on adequate proof thereof.
- 23.4 If contingency continues beyond 30 days, both parties argue to discuss and decide the course of action to be adopted. Even otherwise contingency continues beyond 60 days then the purchaser may consider for termination of the contract on equitable basis.

24. Confidentiality

- 24.1** Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a Contract shall not be disclosed to tenderer or any other persons not officially concerned with such process until the notification of Contract award is made.
- 24.2 Any effort by the tenderer to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

25. Payment

- The 80% Payment shall be made upon submission of following documents:
 - (i) 3 copies of supplier's invoice.
 - (ii) Receipt certificates issued by the consignees.
 - The balance 20% Payment shall be made after installation of equipment.
- 25.1 The purchaser shall have every rights to deduct the pending dues on account of loss, compensation, or any remedial action in monetary terms from the said payment. The supplier shall not agitate the said issue in future.

26. Corrupt or Fraudulent Practices

- 26.1 The Purchaser as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.
- 26.2 “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.
- 26.3 “Fraudulent practice” means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment of purchaser and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- 26.4 “Collusive practice” means a scheme or arrangement between two or more tenderer, with or without the knowledge of the Purchaser, designed to establish tender prices at artificial, non competitive level; and.
- 26.5 “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- 26.6 “The Purchaser will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question;.
- 26.7 The Purchaser will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an

agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

27. Please see “**Rider A**”

27.1 Resolution of dispute:

In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

27.2 Arbitration:

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator Government of Maharashtra. The award passed by the sole Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made hereunder.

27.3 Governing Language:

English language version of the contract shall govern its interpretation.

27.4 Applicable Laws:

The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

27.5 Indemnification:

The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the purchaser in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.

27.6 . Jurisdiction

All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.

27.7 Saving clause

No suits, prosecution or any legal proceedings shall lie against the Joint Director of Health Services (Procurement Cell), Mumbai or any person for anything that is done in good faith or intended to be done in pursuance of tender.

Annexure-A

Schedule of Requirements

S. No.	Description	Quantity
1	MVA Kit	2476

Delivery Schedule : To complete within **45 days** (Forty five) from the date of receipt of supply order

Delivery Terms : To the consignee destination on door delivery basis as per tender conditions.

Consignee : The Consignee list is given below.

State Family welfare Bureau ,Pune			
MVA Kit Consignee list			
Sr. No	Incharge	Station of Distribution	Quantity
1	Principol	HFWTC Thane	241
2	Principol	HFWTC Nasik	282
3	Principol	HFWTC pune	265
4	Principol	HFWTC kolhapur	215
5	Principol	HFWTC Aurangabad	245
6	Principol	HFWTC Latur	250
7	Principol	HFWTC Akola	240
8	Principol	HFWTC Nagpur	267

9	Dr.Abhijet Sonawane,SPO, Ipas	Ipas magarashtra, b- Wing, @nd Floor, CASP Bhavan, Pashan-Banar link Road .pashan, pune-411021	241
10	SFWB	State Family Welfare Bureau ,Pune	230
TotalDistribution of MVA kits			2476

Annexure-B
Technical Specifications for
MVA Kit

Following are the minimum requirements. Products offered must meet these parameters herein.

MVA Specification

S.No	Technical specifications/ composition of tender enquiry	Compliance on each parameter with detailed substantiation how the offered product meets the requirement.(Simply writing as YES/ Complied/ As per BIS/CE/ISO terms is not allowed)	Remarks , if any
1	Characteristic& Specification		
	Holding Capacity 1)Provides 60cc of Volume.		
	Suction Capacity 1)Provide a minimum of 24 inches Hg of mercury/609.6 mm of mercury (Vacuum) and is tested to maintain this vacuum for at least thirty minutes.		
	Compatibility with cannulae 1)Aspirator is compatible with cannulae sizes 4-12 without the need of an adapter		
	Valve Design 1)The Valve liner is removable by opening a highed valve body. 2)Valve features double locking valve allowing the vacuum to be created prior to the procedure. 3)The valve liner provides a clear fluid path. 4)Aspirator is capable of beings assembled, charged and ready to use 30 minutes before the procedure and not lose vacuum.		
	Cylinder Design 1)Aspirator features secure stopping mechanism for plunger when pulled. 2)Collar stop is able to be displaced or removed for removal of plunger. 3)Devices are engraved with manufacturer's logo and autoclave temperature. 4)Cylinder is marked in 10cc increments to measure evacuated uterine contents.		
	Plunger Design 1)Aspirator has ergonomic handle		
	Packaging 1)Aspirator is individually packed and has lot number and expiration date printed on the lable.		
	Processing Methods 1)Aspirators are able to be boiled and steam sterilized (autoclaved) at 2500 For 1210C and sterilized with STERRAD 100s and be processed by standard cold methods (Cidex®, Cidex OPA, 0.5% Chlorine, Sporox® II)		

	<p>Shelf Life</p> <p>1)Aspirator has an expiration date of 5 years from month of manufacture and be delivered with no less than 3 year of life remaining.</p>		
	<p>Reuse</p> <p>1)Aspirator has passed laboratory testing of 100 HLD or Sterilization processing cycles.</p> <p>2)Aspirator is suitable to be reused a minimum of 25-50 times under normal use and maintenance.</p>		
	<p>International Certification</p> <p>1)Conforms to FDA requirements or is cGMP manufactured.</p> <p>2)Aspirator must be manufactured at a facility compliant to ISO 13485 and holds a GMP certificate issued by appropriate regulatory agency in the country of origin. 3)Device bear self-declared CE mark.</p>		
	<p>Manufacturer</p> <p>1)Manufacturing process includes documented rigorous quality assurance procedures and inspection plans.</p> <p>2)The Manufacturer retains sufficient samples required to perform complete compliance tests from each lot shipped, for a period one year after the printed expiration date.</p>		
	<p>Quality Assurance</p> <p>1)All aspirators are traceable by lot in case of complaints or instrument failure.</p> <p>2)The aspirators are designed, manufactured and packed in such a way that their intended use is not adversely affected during transportation and storage.</p>		

Component	Description	Material Type		
Plunger	Component that inserts into the cylinder and when pulled, creates the vacuum.	Polypropylene		
Cylinder	Main holding vessel of the aspirator.	Polypropylene		
Valve Body	Case to enclose the Valve mechanism	Polypropylene		
Collar Stop	Clip on top of the cylinder. which prevents the plunger from being removed from the cylinder.	Polypropylene		
O-ring	Rubber ring inserted onto the end of the plunger making the plunger slide into the cylinder and creating a vacuum.	Buna-Nitrile rubber		
Buttons	Knobs when pressed close off the liner, that creates a vacuum when plunger is pulled.	Polyetherimede (Ultem)		
Liner Clamp	Machanism that closes off the liner, which creates a vacuum in the cylinder when plunger is pulled.	Polyetherimede (Ultem)		
Liner	Soft tubular part that clamps off to create the vacuum.	Poly - Dimethylsiloxane		
Valve Cap	Component at the end of the valve body. Helps to hold the cannulae or adapter in place.	Polypropylene		

Cannulae Specifications

Characteristic	Specification	Compliance on each parameter with detailed substantiation how the offered product meets the requirement.(Simply writing as YES/ Complied/ As per BIS/CE/ISO terms is not allowed)	Remarks, if any
Sizes	<ul style="list-style-type: none"> • Available in sizes : 4, 5,6,7,8,9,10 and 12 mm 		
Cannulae Design	<ul style="list-style-type: none"> • Flexible • Cannulae sized 4 through 8 have two "whistle cut' type openings and do not have any sharp edges or 'flash at the openings. Openings are on opposite side of cannulae but placed such that the strength of the cannulae tip is not compromised. • Cannulae sized 9 through 12 have a single large "scoop cut" type opening and do not have any sharp edges or "flash" • Cannulae feature dots as indicators for measuring the depth of the uterus on the cannulae. The first dot is 6 cm from the tip of the cannula; others follow at 1 cm intervals. • Cannulae have tight, leakage-free fit with vacuum aspirator. • All cannulae are 223 mm long (+/- 7mm), with a wall thickness of 0.5 to 1.3 mm depending on the size of the cannulae. The tolerance of the wall thickness is from +/-0.1mm to +/- 0.2mm depending on the size. • Cannulae bear the manufacturer's name. 		
Manufacturing Process	<ul style="list-style-type: none"> • All components of the cannulae are plastic injection molded. 		
Cutting	<ul style="list-style-type: none"> • Cannulae are cut on a punch press modified to make the pre-determined openings. 		
Coding	<ul style="list-style-type: none"> • Cannulae are color coded by means of an air operated hot stamping machine that transfers colored dots from a roll of colored foil. • Cannulae, regardless of size, have a number indentifying the size of the cannulae. 		
Sterilization Process	<ul style="list-style-type: none"> • The cannulae are sealed into packaging and sterilized by ethylene oxide. 		
Biocompatibility Test Results	<ul style="list-style-type: none"> • Cannulae are made from polyethylene plastic. • Cannulae meet the requirements of ISO 10993 as a surface device contacting mucosal membrane for a limited (<24 hours) duration. 		

	<ul style="list-style-type: none"> • Cannulae have test results on the plastic and/ or device: Cytotoxicity, Sensitization, Irritation/Intracutaneous. 		
Compatibility with Aspirator	<ul style="list-style-type: none"> • Cannulae are compatible with aspirator with aspirator with a volume of at least 60cc. 		
Packaging	<ul style="list-style-type: none"> • Cannulae are sterile and packed individually in packaging that indicates cannulae size lot number, month and year of manufacturing, and month and year of expiration 		
Shelf life	<ul style="list-style-type: none"> • Cannulae have an expiration date of 3 years from month of manufacture. 		
International Certification	<ul style="list-style-type: none"> • Cannulae conform to FDA requirements or are cGMP manufactured. • Cannulae are manufactured by a company with FDA license or CE certification and at a facility compliant to ISO 13485 and holds a GMP certificate issued by appropriate regulatory agency in the country of origin. 		
Manufacturer	<ul style="list-style-type: none"> • Manufacturing process includes documented rigorous quality assurance procedures and inspection plans. • The manufacturer retains sufficient samples needed to perform compliance tests from each lot shipped, for a period one year after the printed expiration date. 		
Quality Assurance	<ul style="list-style-type: none"> • All cannulae are traceable by lot in case of complaints or instrument failure. • The cannulae are designed, manufactured and packed in such a way that their intended use is not adversely affected during transportation and storage. • Sterility tests and use of biological indicators for ethylene oxide show conformance to ISO 1135 as evidenced by CE mark approval. The supplier provides a certificate of test results. Samples from each batch are taken every 15 minutes for quality checks. Cannulae that do not meet specifications are rejected, marked, segregated and placed in quarantine for determination by a quality representative. • A through document inspection (batch review) of the sterilization process is routinely conducted. A lot is not released for distribution until it has passed the audit. If the lot does not pass the audit, it must be placed on hold pending 		

	investigation. • A Certificate of Conformance with sterility information are available upon request.		
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Component	Description	Material Type		
Cannulae Tubing	Body of cannulae with one or two apertures at the tip.	polypropylene		

Note : 1. Technical Specifications mentioned above are of minimum parameter, Products offered must meet these or exceed all requirements herein.

ANNEXURE -1

Tender Form

To

The Joint Director of Health Services (Procurement Cell)

Directorate of Health Services

1st Floor, Arogya Bhavan,

Mumbai 400 001.

Dear Sir

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the goods under the above-named Contract in full conformity with the said tender document and our financial offer in the Price schedule submitted in Envelop No. 2 which is made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the tender document.

If our tender is accepted, we undertake to submit the security deposit in the form, in the amounts, and within the times specified in the tender document.

We agree to abide by this tender, for the Tender Validity Period specified in the tender document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this tender together with your written acceptance of the tender and your Acceptance of Tender, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you may receive.

Signed: _____

Date: _____

In the capacity of _____

Duly authorized to sign this bid for and on behalf of _____

Signature & stamp of tenderer

Note : This form must be signed & Stamped in original to be submitted to this office along with Tender fee + EMD + 3 affidavits on or before sale close of tender.

Annexure-2

PROFORMA FOR PAST PERFORMANCE STATEMENT

(For a period of last 3 Years) i.e. 2008-09, 2009-10 & 2010-11 OR 2009-10, 2010-11 & 2011-12

Sr. No.	Name of the product	Name and full address of the purchaser	Order No & Date	Quantity	Date of completion as per contract	Date of actual delivery in respect of Order	Remarks indicating reasons for late delivery if any

Note :

In support of above statement, enclose the copies of supply orders and client's satisfactory certificates

ANNEXURE -3

ANNUAL TURN OVER STATEMENT FOR THREE YEARS

The **Annual** Turnover of M/s _____ for the past three years are given below and certified that the statement is true and correct.

Sr. No.	Year	Turnover Rs. in Crores
1		
2		
3		

Date:

Seal

**Signature of Auditor/
Chartered Accountant
Name (in capital letters)**

Annexure-4

Proforma For GOODS / AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER

BID NO.....DATE OF OPENING:.....

NAME OF THE BIDDER...

(Note: All details should relate to the manufacturer for the items offered for supply and every clause or points must be answered to the point and shall not be left out or omitted or changed. Incomplete information will be construed as inability / deviation / shortfall and shall be noted in the evaluation accordingly)

1. Name & full address of the Manufacturer
2. (a) Telephone No. Office / Factory/ Works
(b) Fax No. Office / Factory/ Works
(c) E mail ID :
3. Location of the manufacturing factory
4. Details of Industrial/ Factory Registration License as per statutory regulations.
5. Details of important Plant & Machinery functioning in each dept. of factory
(Mention ownership of items i.e. Purchased or Leased basis separately as available now).
6. Details of the process of manufacture followed in the factory.
7. Details & stocks of raw materials held.
8. Production capacity of item(s) quoted for, Total value of products manufactured with the existing Plant & Machinery during financial year : 2008 , 2009 & 2010
 - 1.1 Normal
 - 1.2 Maximum
9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
10. Details of staff : (As per register of employees)
 - 10.1 Details of technical supervisory staff in charge of production & quality control
 - 10.2 Skilled labor employed
 - 10.3 Unskilled labor employed
 - 10.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.
11. Whether Goods are tested / manufactured to any standard specifications? If so, copies of original test certificates or notarized should be submitted.
12. Are you registered with the Department of Central Excise - Govt. of India for the items offered as manufacturer, as per statutory rules? If so, furnish full particulars of registration, product codes etc. with a notarized copy of the certificate of registration.

Signature and seal of the Manufacturer

Annexure-5

PRICE SCHEDULE -

Item description	Pack size	Quantity	Ex-factory cost	Excise duty (In Rs.)	ST/VAT as applicable for Govt. supplies (In Rs.)	Other incidental charges (please specify) (In Rs.)	Total landed cost per unit(4+5+6+7)	Total cost Rs. (3 x 8)
1	2	3	4	5	6	7	8	9
MVA Kit	each	2476						

Total tender price (in words) _____

Note:

In case of discrepancy between unit price and total price, the unit price shall prevail.

Signature of the tenderer

Name

Designation

Business address

Annexure-6

FORMAT FOR BANK GUARANTEE FOR E.M.D

Whereas..... (*Hereinafter called "the Tenderer"*) has submitted its tender dated..... (*Date of submission of bid*) for the supply of..... (*Name and/or description of the goods*) (*Hereinafter called "the tender"*).

KNOW ALL PEOPLE by these presents that WE..... (*Name of bank*) of..... (*Name of country*), having our registered office at..... (*Address of bank*) (*Hereinafter called "the Bank"*), are bound unto..... (*Name of Purchaser*) (*Hereinafter called "the Purchaser"*) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20__

THE CONDITIONS of this obligation are:

1. If the Tenderer
 - (a) withdraws its tender during the period of tender validity specified by the Tenderer in his tender; or
 - (b) does not accept the correction of errors in accordance with the Instructions to tenderers; or

2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity:
 - (a) Fails or refuses to execute the Contract Agreement if required; or
 - (b) Fails or refuses to furnish the Security deposit, in accordance with the terms and conditions stipulated in the tender document;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(**Signature & Seal of the Bank**)

ANNEXURE - 7
SECURITY DEPOSIT FORM

To: (Name of Purchaser)

WHEREAS..... (Name of Supplier)

Hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated, 200... to supply.....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....200.....

Signature and Seal of Guarantors

.....

.....

.....

Date.....200....

Address.....

.....

Mandatory Proforma – 1 to be submitted in Envelop No. 1

Sr. No.	Documents Submitted
1	Annexure B Technical Compliance
2	Annexure-2 (PAST PERFORMANCE STATEMENT) along with copies of supply orders and clients satisfactory certificates
3	Annexure-3 (ANNUAL TURNOVER STATEMENT)
4	Annexure-4(GOODS QUALITY CONTROL EMPLOYED)
5	Annexure-6 (FORMAT FOR BANK GUARANTEE FOR EMD)
6	Audited Balance Sheet 2008-9, 2009-10 & 2010-11 OR 2009-10, 2010-11, 2011-12
7	Power of attorney, resolution of board etc. authorizing an officer of the tenderer
8	Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser
9	Attested photocopy of manufacturer's factory licence for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license
10	VAT Registration certificate
11	VAT Clearance Certificate up to 31 March 2012 or the latest copy of the VAT return submitted
12	Attested copy of valid registration made under Directorate General of Supplies & Disposal (D.G.S.& D) OR Small Scale Industries (S.S.I) OR National Small Scale)Industries Corporation (N.S.I.C) should be submit, if applicable
13	E M II certificate to be submitted in case of SSI/CSPO/ NSIC.
14	<u>ADDITIONAL INFORMATION RELATED TO TENDER</u>

Following documents to be submitted in original to this office on or before the sale close of tender on address mentioned below & all other documents to be submitted through e tendering (On line)

Address for communication

:

Office of the Joint Director of Health Services
(Procurement Cell) 1st Floor, Arogya Bhavan
St. Georges Hospital Compound, Mumbai 400 001
Phone NO : 022-22631831 / 22651026
Telefax : 022-22625799

Sr. No.	Documents Submitted
1	Annexure-1 (Tender Form) duly signed & stamped
2	Tender Fee
3	E M D
4	Affidavit on non-judicial stamp paper of Rs. 100/- that the rates quoted in the tender are not higher than the rates quoted to other Govt. Departments/Govt. Undertakings or any prevailing rate contracts
5	Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations in the past three years .
6	Affidavit on non-judicial stamp paper of Rs. 100/- regarding acceptance of Warranty, AMC/CMC and spare parts as per clause 22.

RIDER A

27. RESOLUTION OF DISPUTE

In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

28. ARBITRATION

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator (insert name and designation of the officer), Government of Maharashtra. The award passed by the sole Arbitrator shall be final and binding on the parties.

The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made there under.

29. GOVERNING LANGUAGE

English language version of the contract shall govern its interpretation.

30. APPLICABLE LAWS

The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

31. INDEMNIFICATION

The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the purchaser in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.