



**Price Rs. 2000/-**

**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](mailto:procurementcell@gmail.com)***

***Phone : 022-22631831/22651026,***

***Fax : 022-22625799***

Tender for supply of

- 1) 4 Multi Para with Central Work Station
- 2) Foetal Monitor
- 3) Holmium Laser

**Not Transferable**

Tender reference No: Tender No. E-184/ DHS / Instruments & Equipments /PC/2013-14

Issued to M/s.....

**DIRECTORATE OF HEALTH SERVICES  
(MAHARASHTRA STATE)**

E Tender No. E-184 / DHS / Instruments & Equipments /PC/2013-14

Jt. Director of Health Services,(Procurement Cell) Mumbai on behalf of Govt. of Maharashtra invites e-tenders in two envelope system from the Manufacturers OR its 100% Subsidiaries OR its Sole Distributors for the purchase of Instruments & Equipments. The Advertise is also being published in Maharashtra Govt. Gazette Supplement - II.

S. No.	Description	Quantity
1	4 Multi Para with Central Work Station	20
2	Foetal Monitor	413
3	Holmium Laser	2

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	: 22.08.2013
Date of pre-bid meeting	: 30.08.2013 at 14.00 hrs
Last date for sale of tender document	: 11.09.2013 upto 14.00 hrs
Bid preparation Period	: 30.08.2013 to 11.09.2013 (upto 14.00 hrs)
Closing of Bid (By Department)	: 11.09.2013 (14.01 hrs to 17.00 hrs)
Date and time for submission of tender	: 11.09.2013 from 17.01 hrs to 16.09.2013 upto 14.00 hrs
Date and time of opening of Envelope No.1	: 16.09.2013 from 14.01 hrs to 17.30 hrs
Address for communication	: Office of the Joint Director of Health Services (Procurement Cell) 1 <sup>st</sup> 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. 2000/-** (Rupees Two Thousand only ) in the form of a Demand Draft issued by Nationalized/Scheduled Bank in favour of "**Jt. Director of Health Services , (Procurement Cell) Mumbai**" payable at Mumbai as per the duration displayed in Time schedule as per e-tender procedure

Tender cost of Rs.2,000.00 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. (11.09.2013 upto 14.00 hrs). 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

## CONTENTS

Clause No.	Clause	Page No.
1	Introduction	5
2	Eligibility criteria	5
3	Cost of bidding	7
4	Clarification of tender document	7
5	Amendment of tender document	7
6	Submission of tenders	8
7	Deadline for submission of tenders	10
8	Opening of tender	10
9	Period of validity of tenders	10
10	Earnest Money Deposit	10-11
11	Prices	11
12	Technical specifications	12
13	Evaluation of tenders	12
14	Post qualification	12-13
15	Security deposit	13
16	Award of contract	13
17	Delivery period & Place of delivery	14
18	Liquidated damages	14
19	Default cause/cancellation on failure to supply	14
20	Inspections and tests	14
21	Warranty	15
22	Force Majeure	16
23	Confidentiality	16
24	Payment	16
25	Corrupt or Fraudulent practices	17
26	Rider-A, Resolution of disputes etc.	17
	Annexure A - Schedule of Requirements	19
	Annexure B - Technical Specifications	20-35
	Annexure 1 - Tender Form	36
	Annexure 2 - Proforma for Past Performance	37
	Annexure 3 - Proforma for Annual Turnover	38
	Annexure 4 - Goods quality control	39
	Annexure 5 - Price Schedule	42
	Annexure 6 - Format for EMD	43
	Annexure 7 - Format for Security Deposit	44
	Annexure 8 - Format for Bankers Certificate	45

## 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 Director of Health Services, 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. 2000/- (Rupees Two Thousand only) (Non-refundable) by way of separate demand draft issued by Nationalized/Scheduled Bank drawn in favour of **Jt. Director of Health Services (Procurement Cell) 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 prescribed 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 submit the complaint before price bid opening along with deposit of Rs.1,00,000 (Rupees One Lac only ) in the form of Demand Draft drawn in favour of Jt. Director of Health Services (Procurement Cell) Mumbai, 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. Any complaint received after price bid opening will not be entertained.
2. **Eligibility criteria for this Tender :**
- 2.1 Manufacturers OR its 100% Subsidiaries OR its Sole Distributors, 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 1<sup>st</sup> April , 2011 to 31<sup>st</sup> March 2012 . **Distributors/ Suppliers/ Agents /Authorized dealers are not eligible to Participate in this tender.**

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

2.1 The minimum annual turnover of the bidder shall be as indicated below for the period of past three years i.e. 2009-10, 2010-11 and 2011-12 to qualify per year. This is applicable for Schedule as a whole.

S. No.	Description	Turnover in Lacs
1	4 Multi Para with Central Work Station	160.00 Lacs
2	Foetal Monitor	330.00 Lacs
3	Holmium Laser	100.00 Lacs

2.3 Tenderer shall produce Certificate from Chartered Accountant for Annual turnover of last 3 years 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. 2009-10, 2010-11 & 2011-12 certified by the Auditor.

2.5 The eligible Bidder 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 similar Product** 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 categorized as incomplete and rejected.
- 2.9 Tenders are not allowed from manufacturer for the product (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 and other State Government/Central Government's organizations.
- No guarantee is given for issue of order of total quantity mentioned in the tender document. The bidder has to supply quantity as may be ordered by the Direct Demanding Officers during the currency of the contract.

- 2.10 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 / 022-26611117 : ext – 25, 26.** A prospective tenderer's requiring any clarification after this last date will not be entertained

### **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 Information about those who have purchased the tender documents will be placed on website.
- 5.4 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)  
1<sup>st</sup> 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 e-token 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 fee, EMD , or other papers to be submitted on or before sale close of 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. **FOLLOWING DOCUMENTS ARE MANDATORY & SHOULD BE ENCLOSED IN SEQUENCE & ORDER.**

(Technical Bid): Technical offer must be submitted.

The tenderer must submit the following documents along with the tender .

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 .
3. Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser.
4. 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. If quoted item is manufactured at different places, Manufacturing License & Performance certificate from all such places from respective Authorities should be enclosed. However Loan Licensee is not allowed.
5. 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.



6. Technical compliance of the offered product as per **Annexure-B**.
7. Annual turnover statement for last 3 years 2009-10, 2010-11 & 2011-12 in the format given in **Annexure -3** certified by the Chartered Accountant.
8. Copies of Balance Sheet and Profit and Loss Accounts for last three years i.e. 2009-10, 2010-11 & 2011-12 certified by the Auditor.
9. VAT Registration certificate
10. VAT Clearance Certificate up to 31st March 2012 or the latest copy of the VAT return submitted.
11. 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**
12. 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**
13. Attested copy of valid registration made by manufacturing firm for the 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) should be submit, if applicable. If firms of any of these Small Scale Industries categories wish to enjoy any preference declared by Maharashtra Government Resolution under which they are entitled for preferences should be submit along with Registration Certificates failing which they shall be treated at par with other tenderers. This preference shall invariably be applicable to the manufacturers for the specific product as per technical specifications of this tender.
14. 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)
15. Other relevant documents required as per tender terms & conditions.
16. **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.
17. **The Govt. orders issued by industries department & Public Health Department, Govt. of Maharashtra time to time will be applicable to this tender.**

### **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.

### **7. 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). Likely date and time of price bid opening will be forth working day after completion of technical scrutiny. In case of change in time and date, the changed time and date will be communicated electronically by the Purchaser separately to the eligible tenderers of Envelope No. 1.**

### **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 preferably in the form of Bank Guarantee in favour of Jt. Director of Health Services (Procurement Cell) Mumbai payable at Mumbai or bank guarantee 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 1<sup>st</sup> 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), Small Scale Industries (S.S.I) & 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) Tenderer fails to accept the purchase order.
  - b) If a Tenderer withdraws its tender during the period of bid validity as specified in the Tender.
  - c) 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 in Indian Rupees only 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 'Jt. Director of Health Services (Procurement Cell) 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.
- 16.3 The successful tenderer who is liable for award of contract should submit demand draft amounting to 1.5 % of order value to meet expenditure of sample testing fee and other incidental expenditure.**

## **17. Period of Contract :**

The period of contract shall be One year from the date of execution of the contract.

**18. 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 Medical Superintendent/Civil Surgeon in the State as per quantity indicated in the supply order on door delivery basis as mentioned in Schedule of requirement.

**19. 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.

**20. 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. In any case the supplier will stand debarred for future contracts for the period till extra expenditure on account of cancellation and repurchase in terms of action above is paid by the supplier or recovered from his bill for supplied goods against any orders with the purchaser or his authorized consultants / agents.

**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**

- (a) The tenderer will have to agree to enter into an annual maintenance contract (AMC) @ 0.5% of the ordered value of the equipment for Mumbai and 1% for all other places.
- (b) Tenderer will have to agree for comprehensive maintenance contract (CMC) inclusive of all spares @ 5% of the ordered value of the equipment wherever required.
- (c) The period of such AMC/CMC will be of 5 years after completion of warranty period for which the Supplier will have to submit the Bank Guarantee from Nationalized/Scheduled Bank for the amount of AMC/CMC value. In case of non-compliance of AMC/CMC obligations, the tenderer will be liable to pay a penalty as appropriate including blacklisting. Such Penalty shall be recovered from the amount of Bank Guarantee submitted.
- (d) Payment for AMC/CMC on yearly basis will be made by the end user at the end of year after satisfactory performance report.

### **22.6 Spare Parts**

The Tenderer shall be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured or distributed by the Tenderer.

- a. Such spare parts as the Purchaser may elect to purchase from the Tenderer, providing that this election shall not relieve the Tenderer of any warranty obligations under the Contract and
- b. In the event of termination of production of the spare parts :
- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements and
  - ii) Following such termination, furnishing at no cost to the Purchaser , the blueprints, drawings and specifications of the spare parts if requested.
  - iii) Free maintenance services shall be provided by the Tenderer during the period of warranty. After warranty period, annual maintenance and repairs of

the equipment including supply of spares etc. (except consumable items) for next 60 months will be done by the Tenderer.

- iv) The maximum response time for maintenance complains from any of the destination specified in the schedule of requirements (i.e. time required for tenderer maintenance engineers to report to the installations after a request call/telegram/fax/email made or letter is written) shall not exceed 96 hours.

### **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**

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.

24.1 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 (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 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:

Sr. No	Item description	Quantity	EMD In Rs.	Annual Turnover (in Lacs)	Amount of Bankers Certificate (In Rs.)
1	4 Multi Para with Central Work Station	20 nos.	50000/-	160.00 Lacs	20.00Lacs
2	Foetal Monitor	413 nos.	1,00,000/-	330.00 Lacs	30.00 Lacs
3	Holmium Laser	2 nos.	30,000/-	100.00 Lacs	15.00 Lacs

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.

## Annexure-B

### TECHNICAL SPECIFICATIONS 4 Multi Para with Central Work Station

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

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
A	MULTIPARAMETER MONITOR SPECIFICATION		
1	GENERAL DESCRIPTION		
	Modular & Suitable for Adult/Paediatric/ Patients monitoring .		
	Minimum 15 inches multi-colour TFT display screen.		
	Eight Channel digital and waveforms/ traces display.		
	Capability of storage of patient data and printing of patient reports.		
2	PARAMETERS		
	Eight digital and waveforms/traces display		
	<b>Facility to monitor and display –</b> ECG, Respiration, NIBP, SpO <sub>2</sub> , EtCO <sub>2</sub> , Temp		
3	ECG		
	Multichannel (up to 12 lead) ST segment analysis		
	3 or 5 lead with cascade waveform facility.		
	Monitoring, Diagnostic & OT modes of monitoring of ECG		

	Simultaneous Multi-lead ECG monitoring of 7 ECG lead		
	HR range 20-350 BPM		
	HR/PR Source selection facility from Automatic, Spo2 IBP and NIBP.		
	Automatic arrhythmia detection & alarm for standard & lethal arrhythmia		
4	PULSE OXYMETRY		
	Nellcor or Masimo technology.		
	Display of Plethysmograph with Pulse Strength indicator & SpO2 values & perfusion index.		
	SpO2 Range: -1-100%		
	PR Range :- 20 to 230 BPM		
5	ETCO2		
	Should be Main Stream capnography with display of CO2 and digital Values of EtCO2, FiCO2 & RR.		
	EtCO2 Range :- 0-99 mmHg		
	FiCO2 range:- 0 to 20 mmHg.		
	Flow rate :- 50ml/min		
	Units :- mmHg, KPA/Vol%		
7	NIBP		
	Measurement and display of systolic, diastolic and mean pressure values of NIBP measurement for adult, child & neonate.		
	User selectable alarm settings		
	Mode : Manual, STAT (continuous 5 minute operation) and automatic (selectable time interval 2-90 minutes).		
	Range 20-250 mmHg.		
8	TEMPERATURE		
	Two channels and with two units ( <sup>0</sup> c and <sup>0</sup> F) selectable		
	Temp. Range :- 0- 50 Deg C.		
	Option for differential temperature should be provided		
9	RESPIRATION		

	RR range 1-150bpm,		
	Sourced through ECG cable or CO2. Priority to CO2.		
	Apnea alarms should be provided.		
10	<b>TRENDS &amp; ALARMS</b>		
	72 Hrs. non-volatile graphical/tabular trends with zoom facility and separate dedicated trend for storing min 200 NIBP readings		
	Should have multiple patient data storage facility		
	Auto-setting of alarm limits depending on present patient condition for all the parameters		
	Should have Alarm recall facility for last 24 Alarm events with date, time and Message		
	Should have facility to print Graphical trend, tabular trend and alarm recall.		
11	<b>RECORDER</b>		
	Inbuilt dual channel thermal array recorder		
	Include Laser Printer and dual channel strip chart recorder		
12	<b>OTHERS</b>		
	Defibrillator and cautery protection should be provided		
	Should work on Mains as well as battery (backup for 2 Hrs)		
	Automatic zoom in Facility in the monitor display.		
	Should have facility to download trend data on USB and SD Card.		
13	<b>ACCESSORIES</b>		
	5 Lead ECG with clips – 2 sets		
	NIBP Cuffs for Adult – 2, Child – 2 each		
	EtCO2 module with all accessories.		
	Esophageal/Rectal Temperature probe – 2 and skin temperature probe 1 per monitor.		
	Reusable SPO2 probes adult 2 and paediatric 2 per monitor		
14	<b>ENVIRONMENTAL FACTORS</b>		
	The unit shall be capable of operating continuously in ambient temperature of 10-40 deg C and relative		

	humidity of 15-90% The unit shall be capable of being stored continuously in ambient temperature of 0-50 deg C and relative humidity of 15-90%		
15	POWER SUPPLY		
	Power input to be 220-240 VAC, 50Hz fitted with Indian plug .		
	Voltage corrector/ stabilizer of appropriate ratings meeting ISI Specifications. (Input 160-260 V and output 220-240V and 50 Hz)		
	Suitable ONLINE UPS with maintenance free batteries for minimum one-hour back up should be supplied with the system		
16	STANDARDS, SAFETY & TRAINING		
	Should be USFDA & CE approved product		
	Shall meet the safety requirements as per IEC 60601 – 2- 27: 1994 – Medical electrical equipment – Part 2:		
	Should have local service facility. The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test.		
	Back to back warranty to be taken by the supplier from the principal to supply spares for a minimum period 10 years.		
	Comprehensive warranty for 2 years and provision of CMC for next 8 years.		
17	DOCUMENTATION		
	Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist.		
	The job description of the hospital technician and company service engineer should be clearly spelt out.		
	<p style="text-align: center;"><b>Specifications For Central Station</b></p> <p>Central station should have facility to display upto 20 real time waves at a time and upgradable upto 32 beds in future  Central station should have separate patient window for viewing detailed real-time or stored data for individual patient  CNS should have 24 hr stored patient data monitoring – trends  CNS should have 24 hr event review facility  CNS should have multi lead arrhythmia and ST</p>		

	review facility. CNS should have 50 alarms strips storage per bed CNS should offer wave review with 24 hr full disclosure CNS should support HL7 output		
	CNS should have option for 12L ECG monitoring		
	CNS should have optional facility for dual display for detailed analysis of individual bed without compromising on full ICU monitoring.		
	CNS should have facility for interfacing Holter data for analysis, in case of the Holter from the same brand is available.		
	CNS should export the ICU patient data to Holter for analysis		
	Remote display (Slave) facility should be available if necessary		
	Real time recording thru <b>dual channel recorder</b> should be possible.		
	CNS should have facility for interfacing a laser printer for printing patient information and trend formats.		
	CNS should have advanced arrhythmia analysis package (more than 20 arrhythmia analysis should be possible) Should have 12 LECG Monitoring & view possible at CNS.		
	Continuous full disclosure of up to 4 configurable waves per patient Alarm condition should be stored with waveforms (up to 4 waves per event) Alarm search should be possible by alarm severity		
	CNS should operate on Microsoft Windows NT workstation operating system		
	CNS should be supplied with UPS back up. Central Station		
	Central Station  Central Station Should be supplied with : 19" flat screen TFT display Laser printer and Recorder UPS Entire networking and cabling with hardware Wall mounts		
	Fairly good installed base of similar model in the nearby area is highly preferred Company should be selling the quoted series of model since last 3 years in India		
	<b>All Standard Accessories should be supplied as</b>		



## TECHNICAL SPECIFICATIONS

### Foetal Monitor

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

Sr. 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	The system should be Microprocessor based Foetal Monitor providing continuous monitoring of foetal heart rate (FHR) alongwith maternally sensed foetal activity during antepartum testing for NST (Non-StressTest) and for intensive monitoring of active labor, with twin foetal monitoring facility at the same time.		
2	<b>Transducer</b>		
	Type: Multicrystal wide –beam transducer.		
	Technique: Autocorrelation.		
	Quantity :2 nos (FHR 1, FHR 2)		
	Frequency : 1MHz to 2 MHz.		
	Intensity : Less than 10mW/Sq cm.		
	Resolution: 1BPM.		
	Heart Rate counting Range: 30 to 250BPM.		
3	<b>Printer</b> : Facility to print on In built thermal printer (On thermal paper).		
	Paper : Z –fold Pre-printed chart scale.		
	Speeds: 1/3cm/ minute.		
4	<b>Features:</b>		
	1. Twin fetal monitoring with TOCO transducers.		
	2. It should have clinical event marker.		
	3. It should have monitoring of Bradycardia & Tachycardia alarm events.		

	4. It should have facility to control the volume of FHR sound.		
	5. It should have battery back up of 4-6 hours.		
	6. Power Supply: 230Vac, 50/60Hz		
5	<b>Accessories :</b>		
	1. Should provide rechargeable battery along with recharging unit (Charger/ Adaptor).		
	2. Should provide a pre-cut non-fray elasticized belt with buckle shall enable easy transducer positioning for more accurate traces.		
	3. Vibroacoustic stimulator – 01 No.		
6	<b>Display:</b>		
	1. Display Minimum 5.6”		
	2. Actual FHR1 & FHR2 in BPM.		
	3. Uterine Contraction/Activity in %.		
	4. High / Low FHR limits.		
	5. Alarm Message Display.		
	6. Battery charging and Low indication.		
	7. Blinking corresponding to each beat		
7	Patient Database: It should store more than 10 hours, memory to store all the data. In case the printer goes out of order, machine should continue monitoring and then download to printer afterwards for printing or be viewed.		
8	Computer interface through RS232 connection.		
9	System should be Virus Protecting( Firewall, C/C++)		
10	System should be Upgradable		
11	Unit quoted should have unique model number.		
12	Units supplied should hold a unique Serial/Identification number.		
13	Three years comprehensive warranty and next 5 years CMC / AMC should be quoted.		
14	Should be CE & US FDA Approved		
15	Should quote along with all Standard Accessories		
16	Should Provide Extra Ultrasound Transducer- 01 No. & TOCO Transducer – 01 No.		
17	Demonstration is compulsory		

18	Should Provide Training to the end user		
19	Tropicalisation:		
	1. Operating room temp. 40deg. C		
	2. Storage room temp. 60deg. C		
	3. Relative Humidity 90% Non-condensing		

## TECHNICAL SPECIFICATION

### HOLMIUM YAG LASER WITH

- a) MORCELLATOR
- b) MORCOSCOPE
- c) LASER RESECTOSCOPE
- d) FIBRE OPTIC FLEXIBLE URETRORENOSCOPE
- e) FLEXIBLE VIDEO CYSTOSCOPE
- f) FLEXIBLE NEPHROSCOPE

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

Sr. 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
	<p>HOLMIUM YAG LASER WITH MINIMUM POWER 100W FOR PROSTATE WITH</p> <ul style="list-style-type: none"> <li>A. MORCELLATOR</li> <li>B. MORCOSCOPE</li> <li>C. LASER RESECTOSCOPE</li> <li>D. FIBRE OPTIC FLEXIBLE URETRORENOSCOPE</li> <li>E. FLEXIBLE VIDEO CYSTOSCOPE</li> <li>F. FLEXIBLE NEPHROSCOPE</li> </ul>		
	SPECIFICATION FOR HOLMIUM YAG LASER FOR UROLOGY:-		
1	The equipment should be Compact Holmium: Yag Laser with minimum power setting 100W		
2	The equipment should have single laser Head.		
3	The equipment should have single Flash Lamp.		
4	The equipment should have single set of mirrors.		

5	The equipment should have a narrow foot print (Numeric Aperture) of 0.22NA.		
6	The equipment should have an integrated facility to be used for the following procedure like-BPH, stones, bladder neck incision, strictures, Tumours, endo pyelotomy, etc.		
7	The equipment should have emergency Switch to shut off operation completely.		
8	The equipment should come with reusable vaporization fibre.		
9	The equipment should have facility doing LITT-Laser Induced thermo therapy ( to make coagulated Zones in each lobe of prostate) with special fibre for treating high risk patient and younger patient.		
10	The equipment should have a facility doing Holep, Holrop,Holvop of BPH with reusable fibres.		
11	The equipment should be Air cooled.		
12	It should be possible to use BPH fibre for other application like stone fragmentation, Prostate enucleation, Prostate Vapo-resection, Prostate LITT, bladder neck incision, Stricture, Tumours, endopyelotomy etc.		
13	The equipment should have the following technical specification.		
	a. Wavelength: 2.1µm		
	b. Laser Power: 100W		
	c.Max. Laser Energy: 4500mJ at tissue level		
	d.Repetition rate: 8-30Hz		
	e.Operation modes: Preprogrammed for Litho, LITT and Ablation modes.		
	f.Aiming Beam, green : 635nm, >1mW, adjustable for better contrast at tissue level.		
	g.Equipment must offer adjustable pulse width between 200-700µsec beside adjustable repetition rate and energy.		

	h. Power required : 230VAC with 30Amps at single phases		
14	Following accessories should be supplied along with equipment.		
	<b>Fibre:-</b>		
	a) Fibre 220,365,550 microns :- 05Nos. each		
	b) Vaporization fibre 800micron (Reusable) :- 1 No.		
	c) Fibre for LITT ( Laser Induced Thermo Therapy) :- 1 No		
	<b>Accessories:-</b>		
	a) Goggles:- 2no.		
	b) Diamond Cutter:- 1 no.		
	c) Stripper/clipper:- 1no.		
	d) Manual:- 1set		
15	LASER EQUIPMENT SHOULD BE SUPPLY WITH FOLLOWING EQUIPMENT/INSTRUMENT:		
	<b>A) TS:ROTATION MORCELLATOR</b>		
	a. Power control generator including footswitch, 50/60hz, 100-240Vac.		
	b. Power stick m4, motorized handpiece with connecting cable, max rotational speed 6000rpm.		
	c. Rotation morcellator reusable, diameter 4.75mm, working length 350mm comprising outer and inner blade (2no.).		
	d. Suction pump 2208 “piranha” for continuous aspiration of irrigation fluid and enucleated tissue.		
	<b>B) LASER MORESCOPE</b>		
	a. Panoview plus operating telescope for more scope angle view 12 degree, parallel eyepiece, capacity 5mm for auxillary instruments up to 4.8mm diameter, panoview plus rod lens system automatic valve on the working channel, continuous irrigation through continuous irrigation sheath 26.5fr.		

	b. Outer continuous irrigation sheath “e-line”, 26.5fr., with automatic locking mechanism and round distal tip.		
	c. Inner continuous irrigation sheath “e-line”, 23.5fr., with automatic locking mechanism, rotatable irrigation ring, round distal tip with ceramic insulation.		
	d. Visual Obturator.		
	e. Morce-scope adaptor consisting of : spacer and rotatable connecting part.		
	<b>C) LASER RESECTOSCOPE (Kuntz Working Element)</b>		
	a. Panoview plus telescope, new generation with fixed eyepiece, dia4mm 30degree angle of view, autoclavable.		
	b. Outer continuous irrigation sheath “e-line”, 26fr., oval, by marberger, with automatic locking mechanism and oblique distal tip.		
	c. Inner continuous irrigation sheath “e-line”, 24fr., oval, by marberger, with automatic locking mechanism , rotatable irrigation ring, oblique distal tip with ceramic insulation.		
	d. Visual obturator 24fr.		
	e. Laser working element with probe guide channel for laser.		
	f. Treatment in the lower urinary tract, laser probes can be secured by locking mechanism.		
	g. Guide tube for laser fibre, capacity 550micron.		
	h. Guide tube for laser fibre, capacity 365 micron.		
	i. Toumey syringe 150ml.		
	<b>D) FLEXIBLE FIBRE URETEO-RENSCOPE</b>		

	<p>Flexible fibre uretero-roscope (Video RIRS) with dual channel 270°, 6/9.9fr, with 80% more flow (Chip at the tip) including:</p> <ul style="list-style-type: none"> <li>- Leak tester with bayonet connection</li> <li>- Gas sterilization valve</li> <li>- Cleaning brush and</li> <li>- Case</li> </ul>		
	<b>Technical Data:</b>		
	<ul style="list-style-type: none"> <li>• Oblique distal tip : 6fr</li> </ul>		
	<ul style="list-style-type: none"> <li>• Sheath : 9.9fr</li> </ul>		
	<ul style="list-style-type: none"> <li>• Number of working channels : 2</li> </ul>		
	<ul style="list-style-type: none"> <li>• Size of working channel : 3.3fr</li> </ul>		
	<ul style="list-style-type: none"> <li>• Angulation upwards : 270 degree.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Angulation downwards : 270 degree.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Working length : 680mm</li> </ul>		
	<ul style="list-style-type: none"> <li>• Angle of view : 0 degree</li> </ul>		
	<ul style="list-style-type: none"> <li>• Field of view : 85 degree</li> </ul>		
	<p><b>E) FLEXIBLE LED VIDEO URETHRO-CYSTOSCOPE</b></p>		
	a. It should have the distal tip of 9.8fr.		
	b. It should have the working and irrigation channel of 6fr.		
	c. It should have 0degree angle of view.		
	d. It should have image angle of 120degree.		
	e. It should have adjustment of 360degree (210 degree up and 150degree down).		
	f. It should have the working length of 400mm.		



	g. It should have fixed light cable.		
	h. It should have a leak tester with bayonet connection.		
	i. It should have Gas Sterilization valve.		
	j. It should have built-in suction valve.		
	k. It should have endo-cam controller.		
	<p>l. It should have single chip digital camera 5520 with following specs:-</p> <ul style="list-style-type: none"> <li>• It should have inbuilt LED light source processor for flexible cystoscope.</li> <li>• It should have EN class 1.</li> <li>• It should have classification CF</li> <li>• It should have power supply 100-230V, 50/60Hz.</li> <li>• It should have resolution PAL 460 lines.</li> <li>• It should have pixels PAL 752 (H) X 582 (V).It should have signal to noise ratio (normal gain) &gt;53dB.</li> <li>• It should have gain control (automatic) low max. 21dB, high max. 25dB.</li> <li>• It should have light sensitivity (max. gain) &gt; 1 Lux.</li> <li>• It should have brightness control PAL automatic 1/50 – 1/10,000.</li> <li>• It should have outputs 2x S video, 2x remote (freely programmable) 1x RGB, 1x IEEE 1394 (DV) only 5520.201/801.</li> <li>• It should have synchronization internal &amp; external.</li> <li>• It should have dimensions (w x h x d) controller 330x 100x 360 mm.</li> <li>• It should have weight controller approx. 5.0Kg.</li> </ul>		

	m. It should have LCD Monitor of 20" for pin sharp endo images with Pedestal base.		
	n. It should have biopsy forceps of 5fr. With the working length of 550mm.		
	o. It should have foreign body forceps of 5fr. With the working length of 550mm.		
	p. It should have button electrode for coagulation of 5fr. With working length of 400mm.		
	q. It should have high frequency cord.		
	r. It should have a cleaning brush.		
	s. It should have instrument port.		
	t. It should have biopsy valve with automatic seal for insertion of auxiliary instruments.		
	<b>F) SPECIFICATION OF FLEXIBLE NEPHROSCOPE</b>		
	<ul style="list-style-type: none"> <li>• Cysto-Urethro-Fiberscope, with contrapositive deflection mechanism, deflection of distal tip 210°/140° , direction of view 0°, angle of view 110°, working channel inner diameter 7fr., sheath size 15.5fr., working length 37cm.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Grasping Forceps for small fragments, 5fr., single action jaws, flexible, length 73cm.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Biopsy Forceps, 5 Fr. Single action jaws, flexible, length 73cm.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Leakage Tester, with bulb and manometer.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Pressure Compensation Cap.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Cleaning Brush 6fr., flexible length 100cm for working channel</li> </ul>		
	<ul style="list-style-type: none"> <li>• LUER-Adaptor.</li> </ul>		

16	The equipment should be from standard manufacturer preferably from European/USA country.		
17	The company should have exclusive dealership rights of Laser in India.		
18	The equipment must have ISO standard certificates.		
19	The company should have service backup with trained engineer in the region.		
20	The company should have supplied more than 50 laser systems in India.		
21	The company should have at least 8-10 years sales & service experience of Holmium Yag Laser.		
22	The company has to offer the price of spares & consumables.		
23	The company has to quote the separate rate of AMC & CMC for 5 years after warranty period.		
24	All Products quoted should be CE approved & FDA USA approved of Single Parent Company.		

# ANNEXURE -1

## Tender Form

To  
The Joint Director of Health Services (Procurement Cell)  
Directorate of Health Services  
1<sup>st</sup> 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 +2 affidavits on or before sale close of tender.**

## Annexure-2

### PROFORMA FOR PAST PERFORMANCE STATEMENT (For a period of last 3 Years) i.e. 2009-10, 2010-11 & 2011-12

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

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.

<b>Sr. No.</b>	<b>Year</b>	<b>Turnover Rs.</b>
1	2009-10	
2	2010-11	
3	2011-12	

**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
<b>4 Multi Para with Central Work Station</b>	each							

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-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
Feotal Monitor	each							

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-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
Holmium Laser	each							

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 Tender err”) 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 the .....day of.....200.....

Signature and Seal of Guarantors

.....  
.....  
.....

Date.....200....

Address.....

.....

## *Annexure- 8*

### **BANKERS' CERTIFICATE FORM A SCHEDULE BANK/ NATIONALISED BANK**

This is to certify that to the best of our knowledge and information M/s Shri ..... having marginally noted address ..... a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs..... (Rupees .....) This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)

For the Bank

#### **Note :-**

1. Bankers Certificate should be on letter head of the Bank sealed in cover addressed to enlistment authority.
2. In case partnership firm ,certificate to included names of all partners as recorded with the Bank

## Mandatory Proforma – 1 to be submitted in Envelop no. 1

Sr. No.	Documents Submitted
1	<b>Annexure B Technical Compliance</b>
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 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), Small Scale Industries (S.S.I) & 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)  
1<sup>st</sup> Floor, Arogya Bhavan  
St. Georges Hospital Compound,  
Mumbai 400 001  
Phone NO : 022-22631831 / 22651026  
Telefax : 022-22625799

<b>Sr. No.</b>	<b>Documents Submitted</b>
1	Annexure-1 (Tender Form) duly signed & stamped
2	Tender Fee
3	E M D
7	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 .
8	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.