



**Navi Mumbai Municipal Corporation**  
Health Dept, NMMC Bhavan, sec-15A, CBD, Belapur, Navi Mumbai

Re-tender for purchase of Mattresses to NMMC hospitals

**Tender Notice No: NMMC/Health/ 02/2016**

<i>Price of Blank Tender form</i>	<i>:- Rs 1000/-(Non Refundable)</i>
<i>Sale of Tender</i>	<i>:- 15/01/2016 at 11.00 a.m. to 30/1/2016 up to 14.30 p.m.</i>
<i>Online bid preparation</i>	<i>:- 15/01/2016 at 11.00 a.m. to 30/1/2016 up to 14.30 p.m.</i>
<i>Submission of tender (Bid Transfer)</i>	<i>:- 30/01/2016 at 18.00 p.m. to 2/02/2016 up to 18.00 p.m.</i>
<i>Opening of tender</i>	<i>:- 3/02/2016 at 11.30 a.m. (If possible)</i>

- (This Tender Document contains 1 to 20 pages.)

**Medical Officer of Health**  
**Navi Mumbai Municipal Corporation.**

	<b>नवी मुंबई महानगरपालिका</b>	<b>Navi Mumbai Municipal Corporation</b>	
	३ रा मजला, आरोग्य विभाग, एनएमएमसी भवन, से-१५ए, सी.बी.डी., नवी मुंबई ४०० ६१४. दूरध्वनी क्र : २७५६७२६१, २७५६७३८२	<b>3<sup>rd</sup> FLOOR, HEALTH DEPT., NMMC BHAVAN, SEC-15A, CBD BELAPUR, NAVI MUMBAI – 400 614. TEL. No. : 27567261, 27567382</b>	

**निविदा सुचना क्रमांक - नमुंमपा/आरोग्य/ ०२ /२०१६.**

नवी मुंबई महानगरपालिका अंतर्गत रुग्णालयांकरीता आवश्यक रुग्णालयीन गाद्या खरेदी करण्यासाठी, उत्पादक / अधिकृत एजन्सीज, यांचेकडून मोहोरबंद स्पर्धात्मक फेरनिविदा मागविण्यात येत आहे.

नवी मुंबई महानगरपालिकेत सर्व विभागातील निविदा प्रक्रिया *Next Tendering Sify Technologies* ई-टेंडरिंग संगणक प्रणाली (E-tendering) मधूनच करणे असून निविदाधारकांनी <https://maharashtra.etenders.in> या संकेतस्थळावर नोंदणी करणे आवश्यक आहे.

कामाचा संक्षिप्त तपशील खालीलप्रमाणे आहे.

अ. क्र.	कामाचे नाव	इसारा रक्कम (रु.)	निविदा पुस्तिकेची किंमत (रु.)
१	नवी मुंबई महानगरपालिका रुग्णालयांकरीता आवश्यक रुग्णालयीन गाद्या खरेदी करणेबाबत	२२,०००/-	१०००/-

निविदा दिनांक १५/१/२०१६ रोजी सकाळी ११.०० वाजेपासून ते दिनांक ३०/१/२०१६ रोजी दु.२.३०वाजेपर्यंत ई-टेंडरिंग(E-tendering)संगणक प्रणालीच्या <https://nmmc.maharashtra.etenders.in> या संकेतस्थळावर व नमुंमपाच्या ([www.nmmconline.com](http://www.nmmconline.com)) या संकेत स्थळावर प्राप्त होतील.निविदाकारांनी कोरी निविदा फॉर्म फी ,इसारा अनामत रक्कम व सेवा शुल्क ऑनलाइन पेमेंट गेटवेद्वारे भरावयाचे आहे. वरील नमुद सर्व शुल्क कोणत्याही बँकेचे डेबिट कार्ड, क्रेडीट कार्ड अथवा नेटबँकींग मार्फत भरणा करता येईल.निविदा फॉर्म फी शुल्क नमुंमपाचे लेखा विभागात स्विकारले जाणार नाही,याची निविदाकारांनी नोंद घ्यावी.

निविदेचे सादरीकरण तसेच Online Bid Preparation दि.१५/१/२०१६ रोजी सकाळी ११.०० वाजेपासून ते दि. ३०/१/२०१६ दुपारी २.३० वाजेपर्यंत व बिड ट्रान्सफर दि. ३०/१/२०१६ रोजी सायं ०६.०० वाजेपासून ते दि.२/२/२०१६ सायं ०६.०० वाजेपर्यंत. <https://nmmc.maharashtra.etenders.in> या संकेतस्थळावर ऑनलाईन करावयाचे आहे

<https://nmmc.maharashtra.etenders.in> या संकेत स्थळावर ऑनलाईन प्राप्त झालेल्या निविदा दि. ३/२/२०१६ रोजी सकाळी ११.३० वा.वैद्यकीय आरोग्य अधिकारी यांचे दालनात किंवा अन्य सोयीच्या दिवशी निश्चित होईल त्या ठिकाणी निविदाकार किंवा त्यांचे अधिकृत प्रतिनिधी व महानगरपालिका यांचे प्रतिनिधी समक्ष उघडण्यात येतील.

इसारा रक्कम न भरलेल्या निविदांचा विचार केला जाणार नाही. कोणतीही निविदा स्वीकारणे अथवा नाकारण्याचा अधिकार मा. आयुक्त, नवी मुंबई महानगरपालिका यांनी राखून ठेवलेला आहे.

**वैद्यकीय आरोग्य अधिकारी  
नवी मुंबई महानगरपालिका**

	<b>नवी मुंबई महानगरपालिका</b>	<b>Navi Mumbai Municipal Corporation</b>	
	३ रा मजला, आरोग्य विभाग, एनएमएमसी भवन, से-१५ए, सी.बी.डी., नवी मुंबई ४०० ६१४. दूरध्वनी क्र : २७५६७२६३, २७५६७३१४	<b>3<sup>rd</sup> FLOOR, HEALTH DEPT., NMMC BHAVAN, SEC-15A, CBD BELAPUR, NAVI MUMBAI – 400 614. TEL. No. : 27567261, 27567314</b>	

**TENDER NOTICE NO. NMMC/HEALTH/02/2016**

Navi Mumbai Municipal Corporation invites sealed Re-tenders for Supply of Hospital Mattresses form reputed manufacturer / authorized agency.

Navi Mumbai Municipal Corporation has adopted Next Tendering Sify Technologies E-tendering system. Tenderers shall register their firm on <https://maharashtra.etenders.in> for tender process.

**The detail of the work is as under:**

Sr. No.	Name of Work	EMD	Blank tender cost
1	Purchase of Hospital Mattresses for NMMC hospitals	22,000/-	1000/-

Blank tender form will be available from Dt.15/01/2016 at 11.00 a.m. to Dt. 30/01/2016 up to 2.30 p.m. on the E-tendering Website <https://nmmc.maharashtra.etenders.in> and NMMC's official website [www.nmmconline.com](http://www.nmmconline.com) to download,

Tenderer has to do payment for blank tender form, EMD, and service fee through online payment gateway. All these payments can be made by debit/credit card of any bank or net banking only.

Online preparation and submission of the tender from Dt.15/01/2016 at 11.00 a.m. to Dt 30/01/2016 up to 2.30 p.m. and Bid transfer from Dt 30/01/2016 at 6.00 p.m. to Dt.2/02/2016 up to 6.00p.m. Should be through E-tendering system only on the website <https://nmmc.maharashtra.etenders.in>

Tender will be opened online on Dt.3/02/2016 at 11.30 a.m. or other decided date in office of Medical Officer of Health or suitably decided place in the presence of tenderer or their authorized representative in front of NMMC Officials. Tenderers who have not submitted EMD will not be considered.

Hon. Commissioner of NMMC reserves the right to accept or reject any or all tenders without assigning any reason thereof.

**Medical Officer of Health  
Navi Mumbai Municipal Corporation**

# Detailed Tender Notice

## 1. Notice Inviting Tenders

1.1 Sealed Tenders are invited by and on behalf of Commissioner, Navi Mumbai Municipal Corporation (NMMC) from eligible Tenderers for the proposed work specified in the Schedule 'A'.

## 2. Issue of Tender

2.1 The tender book will be made available at E-tendering cell, NMMC Bhavan, C.B.D. from date of publication of tender notice on News paper to the contractors who have enrolled at NMMC E-tendering cell for work of tender amount upto 3 lacs. or NMMC enrolled contractor may buy tender from E-tendering website <https://nmmc.maharashtra.etenders.in>.

2.2 For work of tender amount Rs 3 lacs above, tender book will be issued online through E-tendering website <https://nmmc.maharashtra.etenders.in> to contractor, who is enrolled with NMMC

2.3 Price of blank tender form must be paid through online payment gateway. The payment can be made by debit/credit card of any bank or net banking. Please note that fee for blank tender form will not be accepted at NMMC account Dept.

2.4 The Tender Document is not transferable. Only the Tenderer who has purchased the tender form shall be entitled to bid in the Tender.

## 3. Language of Tender / Contract

3.1 The language of the Tender shall be in English / Marathi and all correspondence, drawings etc. shall conform to the English/Marathi

## 4. Clarification by tenderer and Pre-tender conference

4.1 A pre- tender conference of all intending tenders will be held at the scheduled date and time indicated in tender-notice. Intending tenderers will be allowed to seek clarification and suggest suitable modifications in specifications, conditions of contract, etc. The corporation will communicate such changes that are accepted by it, to all they intending Tenderers who have purchased the Tender document from the corporation. Only such changes that are so communicated shall be binding on the Corporation and all the tenderers.

4.2 The tenderer should get its doubts cleared during pre-bid meeting only, if provided in the tender. In case no pre-bid meeting is to be held, the Tenderer should seek clarification of any doubt in writing seven (7) days before the last date for receipt of tenders.

## 5. Validity of Tenderers

5.1 The Tenders will be valid for a period of 120 days from the date of its opening.

## 6. Earnest Money

6.1 The Tenderer shall deposit the amounts indicated in the Tender Notice as Earnest Money Deposit (EMD)., The Earnest Money deposit must be paid through online payment gateway. The payment can be made by debit/credit card of any bank or net banking. Without Earnest Money deposit NMMC will be disqualify the Tender and the Corporation shall exclude from its consideration such disqualified Tender(s). No interest shall be payable by the Corporation in respect of such deposited Earnest Money.

The tenderer should refer user's guide while depositing EMD through the E-tendering website <https://nmmc.maharashtra.etenders.in>

6.2 If the Corporation accepts the Tender, the Earnest Money shall be appropriated towards Security Deposit payable by the Tenderer in accordance with the Conditions of Contract. Alternatively on payment of the required amount of the Security Deposit and the execution of the Contract Agreement, the Earnest Money shall be returned to the Tenderer.

## 7. Forfeiture of EMD

7.1 The Tenderer shall not revoke his Tender or vary its terms and conditions without the consent of the Corporation during the validity period of Tender, failing which the Earnest Money deposited by it shall stand forfeited to the Corporation without prejudice to its other rights and remedies and the Tenderer shall be disentitled to submit a Tender to the Corporation for execution of any work during the next twenty-four (24) months effective from the date of such revocation.

7.2 If the successful Tenderer does not pay the Security Deposit in the prescribed time limit or fails to sign the agreement bond, The Earnest Money Deposit will be forfeited by the Corporation.

## 8. Refund of Earnest Money

8.1 The Earnest Money of unsuccessful Tenderers shall be refunded after the successful Tenderer furnishes the required Initial Security Deposit to the Corporation and signs the Contract Agreement or within thirty (30) days of the expiry of validity period of Tenders, whichever is earlier.

## 9. Cost of Tender

The Tenderer shall bear all costs associated with the preparation and submission of its Tender. The Corporation shall in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the Tendering Process.

## 10. Eligible Tenderers

Only those Tenderers who fulfill the eligibility criteria as mentioned in Schedule A of the Tender Notice are eligible to submit their Tenders for this work. The documents indicated against each of the eligibility criteria shall be required to be submitted along with the technical bid to establish the eligibility of the Tenderer.

## 11. Relationship with Corporator(s)

The Tenderer shall not be associated presently or in the past with any of the office bearers of Corporators of Navi Mumbai Municipal Corporation, either directly or indirectly as specified in the section 10(f), (g) of MPMC Act. 1949. The Tenderer shall furnish an affidavit on a Non-Judicial stamp paper of Rs.100/-. If any information so furnished shall be found to be untrue or false, the Tenderer shall be liable to be disqualified and the Earnest Money accompanying such Tender shall stand forfeited to the Corporation. If the Information so furnished shall be found to be untrue or false during the currency of the contract, the Tenderer shall be held to be in default and the Contract if any awarded to it shall be liable to be terminated with its consequences.

## 12. Inspection of Site and Sufficiency of Tender :-

The Tenderer is expected to work out their own rates based on the detailed description of items, the specifications, drawings and conditions and finally arrive at the cost of the Work/Service in the appropriate place. The Tenderer shall be deemed to have satisfied itself before tendering as to correctness and sufficiency of its Tender. The rates and prices quoted shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper completion and maintenance of the Works/Services.

Where necessary, before submitting its Commercial Bid the Tenderer should inspect and examine the site and its surroundings and shall satisfy itself about form and nature of the Site, the quantities and nature of the Work/Service and materials necessary for the completion of the Works/Services, means of access to the site, the accommodation it may require, and in general, obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect its Tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

## 13. Manner of Submission of Tender

13.1 The Complete Tenders (Estimated amount below Rs. 3 lacs) in the manner specified in the following paragraph will be received in any of the following offices / manner:

a) A tender box provided at –Ground floor, NMMC Bhavan, Near Kille Gavthan, Sector-15A C.B.D. Belapur, Navi Mumbai-400614.

The tenders estimated cost above Rs.3 lacs should be submitted online at <https://nmmc.maharashtra.etenders.in>

## 14. Last Date for Submission

14.1 Sealed Tenders shall be received at the address specified above not later than the time and date specified in the Tender Notice. In the event that the specified date for the submission of Tender is declared a holiday, the offers will be received up to the appointed time on the next working day.

14.2 The Corporation may, as its discretion, extend this deadline for submission of Tenders by amending the Tender Documents, in which case all rights and obligations of the Corporation and Tenderer will thereafter be subject to the deadline as extended.

14.3 Any Tender received by the Corporation after the deadline for submission of Tender prescribed by the Corporation, pursuant to the clause above, will be rejected and /or returned unopened to the Tenderer.

## 15. Modifications and Withdrawal of Offers

The Tenderer may modify or withdraw its Tender after its submission, provided that a written notice of modification or withdrawal is received by the Corporation prior to the closing date and time prescribed for submission of Tender. No Tender can be modified by the Tenderer, subsequent to the closing date and time for submission of Tender.

## 16. Contents

Tenders are invited in two –envelops system .Both the envelope shall be placed in another envelope. The name of Work /Services and work no. Mentioned in the Tender notice and the full name and address of the tenderer shall be clearly written in the bottom left corner of each envelope.

## 17. The two envelopes shall contain the following:

### Envelope No.1

**Technical Bid envelope should contain all the documents mentioned below**

- a. EMD (as per clause 6 )
- b. Purchase of Tender Copy (as per clause 2.3)
- c. Details of Tenderer (Annexure 1)
- d. Audited financial statement of last 3 years
- e. Undertaking (Annexure 2)
- f. Affidavit (Annexure 3)
- g. Manufacturer Authorization form (Annexure 5) in case of authorized Distributors
- h. List of users of quoted material (Annexure-6)
- i. Specification of Quoted Materials as per (Annexure-7)
- j. Valid Firm/ company Registration (Shop establishment certificate/S.S.I. Certificates /Certificates In corporation etc)
- k. Valid VAT registration certificates

- l. PAN card / Income Tax Number
- m. All documents establishing the eligibility of tenderer as specified in schedule A
- n. A complete set of Tender Documents (except Schedule B) along with corrigendum, addendum if any issued, duly filled in and initiated on each page and signed by the Tenderer at prescribed places of the Tender document (unconditional).

**Documents submitted by the tenderer must be attested, clear and readable if not so. It will be treated as non submission of document**

**Envelope No.2 (Financial Bid):**

This envelope shall only contain the Commercial Bid in schedule B only. The financial bid should be written both in words and figures at appropriate places.

**18. Rate**

Rate should be quoted inclusive of all State/Central/Local Government taxes, duties and other expenses like to carry out the scope of work as mentioned above, and otherwise the rates quoted shall be treated as inclusive of all. The rates will be valid for one year from commencement of tender.

**19. Important Points to be noted by the Tenderer**

1. At the time of opening of the tender, Agency have to submit original hard copies of Affidavit & Undertaking, Original Manufacturer Authorization from.
2. Only Those tenderer who are eligible as per Schedule A, Should fill the tender
3. The financial bid shall be inclusive of all taxes, Octroi, Local taxes, etc. to be paid by the tenderer for the Work/Service and any claim for extra payment on any such account shall not be entertained.
4. No alterations or additions anywhere in the tenderer Document are permitted. If any of these are found, the Tender may be summarily rejected.
5. In case of a firm, each partner or power of attorney holder shall sign the Tender and the signatures shall be attested as witness by a reputed person in the space provided for the purpose. The attested copies of power of attorney of person signing the Tender shall be enclosed with The Tender. The power of attorney shall be signed by all partners. In case of Private limited /public limited companies, the power of attorney shall be supported by Board Resolution and appropriate and adequate evidence in support of the same shall be provided
6. Rate mentioned should be as per the unit pack mentioned in the tender, rates quoted for the unit pack other than in the tender will be rejected, except the rates which are beneficial to NMMC.
7. All pages and pasted slips should be signed by the Tenderer. Corrections, if any, must be signed.
8. No page shall be added or removed from the set of Tender Document.
9. The Tenderer shall submit the Tender which satisfies each and every condition laid down in this Tender Document, failing which the Tender will be liable to be rejected. Conditional Tenders will be rejected.
10. The agency should carry hard copies of all documents submitted for E-tendering at the time of opening of the tender.
11. Quantity mentioned in tender is indicative / approximate. NMMC reserves the right to purchase less or more quantity at the sanctioned price as per the need. It is mandatory for the supplier to supply the material at same rate during the entire contract period.

**20. Corrupt or Fraudulent Practices**

20.1 The Corporation requires that the Tenderer under this Tender observe the highest standards of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Corporation defines for the purposes of this provision, the terms set forth as follows:

a) "Corrupt Practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and

b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Corporation, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Contract Prices at artificial noncompetitive levels and to deprive the Corporation of the benefits of the free and open competition.

20.2 The Corporation will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; The Corporation will deem a firm ineligible, either indefinitely or for a started period of time, to be awarded a Contract if at any time it determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a Contract.

**21. Manner of Opening of Tender**

The Tender received before the time and date specified in the Tender Notice will be opened as per the specified program in the office as mentioned in the Tender Notice (If Possible). The tenders will be opened in the presence of Tenderers or their authorized representatives who choose to remain present.

**22. Process to be Confidential**

Information relating to the examination, clarification, evaluation and comparison of Tenders and the award of a Contract shall not be disclosed to Tenderers or any other person not officially concerned with such process until the award to the successful Tenderer has been announced.

**23. Preliminary Scrutiny**

23.1 The Corporation will scrutinize the Tender to determine whether they are complete, whether any errors have been made, whether required technical documentation have been furnished, whether the documents

have been properly signed, and whether the Tenders are generally in order. The Corporation will also determine the substantial responsiveness of the Tender. For purpose of these clauses, a substantially responsive Tender is one that confirms to all the terms and conditions of the Tender Documents without material deviations. The Corporation's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

23.2 A Tender determined as not substantially responsive will be rejected by the Corporation and may not subsequently be made responsive by the Tenderer by correction of the non-conformity. The Corporation may waive any minor infirmity or irregularity in a Tender which does not constitute a material deviation. This shall be binding on all Tenderers and the Corporation reserves the right of such waivers.

#### **24. Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of Tenders, the Corporation may, at its discretion, ask some or all Tenderer for technical clarification of their Tender. The request for such clarifications and the response shall be in writing. To speed up the Tender process, the Corporation, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarifications must be sent to the Corporation by means of courier / in person.

#### **25. Opening of Financial Bids**

Price bid of only those agencies will be opened, who are technically qualifies the tender.

#### **26. Acceptance of Tender**

26.1 Acceptance of Tender on behalf of the Corporation shall be done by an officer(s) to whom the powers are delegated by the Municipal Commissioner. The Corporation is not bound to accept the lowest or any Tender. The right to split up the Work/Service in two or more parts is reserved by the Corporation and also the right to award the Work/Service to more than one agency is reserved. The Corporation reserves the right to reject any or all Tenders received without assigning any reason whatsoever.

#### **27. Intimation to Successful Tenderers**

The acceptance of Tender may be communicated to the successful Tenderer in writing or otherwise either by the Tender opening authority or any authority in the Corporation.

#### **28. Security Deposit / Performance Security**

28.1 Successful Tenderer shall pay a Security Deposit equal to the Amount indicated in the Schedule A of the Detailed Tender Notice as security for due fulfillment of the contract, within seven (7) days after receipt of intimation in writing of acceptance of Tender.

28.2 The mode of making this deposit is as under.

##### **a) Initial Security Deposit:**

It is optional to the Tenderer to make the initial Security Deposit in any one of the following ways :

- i. wholly in cash; or
- ii. wholly in form of National Saving Certificate pledged in favour of the Corporation or bank guarantees/fixed deposit from Nationalized/Scheduled Banks in the enclosed format; Detailed Tender Notice or
- iii. Partly in cash and partly in form of National Saving Certificate pledged in favour of the Corporation or Bank guarantees/fixed deposit from Nationalized/ Scheduled Banks in the enclosed format.

##### **b) Retention Money:**

The remaining amount of the Security Deposit (if applicable as per Schedule A )shall be recovered from the tenderer's running bills at rate of five (5) percent and such retention together with the Initial Security Deposit made as aforesaid shall not exceed the total amount of security deposit maintained as per the clause 28.1 after which such retention will cease.

#### **29. Execution of Contract Document**

29.1 The successful Tenderer after furnishing the Initial Security Deposit, is required to execute an Agreement in duplicate in the form attached with the Tender Documents on a stamp paper of proper value. The Agreement should be signed within 15 days from the date of acceptance of the Tender. The Contract will be governed by the Contract Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.

29.2 It shall be incumbent on the successful Tenderer to pay stamp duty for the Contract Agreement, as applicable on the date of the execution.

#### **30. Licenses**

Wherever relevant, before commencing the Work/Service the successful Tenderer shall be required to produce to the satisfaction, of the Corporation a valid Contract Labour License issued in its favour under the provision of the Contract Labour (Regulation and Abolition), Act 1970. On failure to do so, the acceptance of the Tender is liable to be withdrawn and also the Earnest Money is liable to be forfeited.

#### **31. Rights of the Corporation**

31.1 The Corporation reserves the right to suitably increase/ reduce the scope of work put to this Tender. In case of a Rate Contract, the Corporation does not in any way guarantee the quantity for which an order may be placed and the Tender quantity may only be treated as indicative.

31.2 In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, interpretation of the Clauses by the Corporation shall be final and bindings on all Parties.

31.3 In case the tenderers quote prices higher than allowed as per DPCO, NPPA or higher than MRP or / and fail to supply the goods consistently the tenderers will be declared as fraudulent and defaulters

a) The extra expenditure incurred because of risk purchase shall be recovered from the tenderer.

- b) His Registration will be cancelled
  - c) The tenderer's EMD/Security deposit amount, Bank Guarantee will be forfeited.
  - d) The tenderer will be debarred from participating in the tender for next three years.
- 31.4** In case if found that the tenderer has submitted forged documents the following actions will be taken against the tenderers.
- a) The extra expenditure incurred because of risk purchase shall be recovered from the tenderer.
  - b) The police case will be filed against the tenderers
  - c) His Registration will be cancelled
  - d) The tenderer's EMD/Security deposit amount, Bank Guarantee will be forfeited.
  - e) The tenderer will be debarred from participating in the tender for next three years

**32. Notice to form Part of Contract**

Tender Notice and these instructions shall form part of the Contract.



## **Scope of work**

1. **Delivery Place:** Central Medicine Store, MCH Belapur, Sec-20, Belapur gaon.
2. **Delivery period:** The delivery period of the Material will be maximum 45 days from the date of issue of work order.
3. If the materials are not delivered within prescribed period i.e. within 45 days from the date of issue of work order, then the following action will be taken;
  - a. Delay Charges: Delay charges of 0.5 % per week will be charged on undelivered material and maximum up to 5%. Thereof
  - b. Work order will be cancelled.
4. If the tenderer wants to extend the delivery period they should apply for extension with valid reasons in writing within 7 days from the date of work order. NMMC reserves the right to accept or reject such request.
5. **The warranty of the Equipments /Materials**
  - a. Warranty Period: 2 years.
  - b. The supplier has to supply Materials with all accessories and spares for fully functioning of Equipments /Materials.
6. Agency cannot mention different specification / standards other than asked by NMMC. The corporation reserves the right to reject such offers without assigning any reasons thereof.
7. The supplier has to provide all original manufacturers spares during repair in warranty period.
8. Packaging & transport of the Equipments /Materials will be in such a way that the Equipments /Materials will not be damaged. NMMC will not be responsible for the damage to Equipments /Materials in transport. Damaged Equipments /Materials will be replaced immediately by tenderer at their own expense.
9. The supplier will deliver the said Equipments /Materials at the specified location and as instructed within jurisdiction of NMMC, at his own cost and labor.
10. The rates quoted will remain valid up to the end of supply or one year whichever is later.
11. **Payment:** No advance payment will be given
12. The Payment will be released as follows
  - a. 90% payment will be released after successful delivery of Equipments /Materials as well as satisfactory report from concerned department/hospital.
  - b. 10 % payment will be released after completion of Warranty period.
13. Any loss or damages of NMMC property occurs at site while executing work will be sole responsibility of tenderer and shall be rectified at their own cost or the same cost will be recovered from their payable amount.
14. **Increase in taxes**

Tenderers must distinctly understand that they will not be allowed any increase over the rates quoted by them during the contract period. The rates revision may be considered only in case of imposition of duty or increase in tax by Government, either Central or State & only after necessary legal documentary evidence is produced by the firm in support thereof and after approval of Hon. Commissioner. However, no supply of Equipments /Materials items shall be stopped because of this during contract period & if. Supply is stopped, the tenderer will be liable for risk purchase & penalty there under.
15. **Procedure of Supply & Risk purchase:**

If the Rate Contract holder fails to supply the Equipments /Materials within the stipulated period according to terms & conditions of this tender or fails to replace rejected material as asked by NMMC, within such time as may be stipulated NMMC, shall be entitled to purchase from any other source, at such price which is decided by Medical officer of Health. The extra expenditure in such cases shall be immediately recovered by the NMMC, from the outstanding bill of the rate contract holder. If no bills of Rate Contract holder are outstanding with NMMC the same shall be recovered from security deposit.
16. **INDEMNIFICATION:** The Successful Bidder shall at his own expense, arrange for Insurance policies, such as workmen compensation policy and Successful Bidder's All Risk policy effective from the date of commencement of work until final completion against all of the following risks.
  1. Injuries and damage of persons, property, animals or things, within or outside the site, arising out of operations of the Successful Bidder or out of any actions of his employees, agents or representatives
  2. Injuries to the any Successful Bidder employees.
  3. Damage to or loss of the property, Medical Equipment, and materials of the Successful Bidder, and as a result of natural causes such as lightning, storm, flood, rain, fire, earthquake, explosion, landslide, etc.
  4. Damage and injuries to persons, property and materials arising out of riot and civil commotion, theft, sabotage malicious acts, terrorist activities etc.
  5. Any other unforeseen Risks

6. All the issues related to consumer protection act/medico legal aspects that shall arise will be handled by the Bidder and in no way NMMC shall be held responsible and successful bidder shall submit the indemnity bond for the same.
7. Demonstration of the quoted product must be demonstrated. All expenses to be undertaken by the bidders/ tenderers.

## SCHEDULE 'A'

### Tender No. NMMC/Health/02/2016

**Note : All the Contractors may note that Enrollment with NMMC is compulsory.**

1.	<b>Name of tender</b>	<i>Re-tender for Supply of Hospital mattresses to NMMC hospitals</i>	
2	<b>Persons Responsible</b>	Medical Officer of Health, Navi Mumbai Municipal Corporation	
3.	<b>Eligibility Criteria and Documents Required to Establish Eligibility</b>		
	<b>Criteria</b>	<b>Required eligibility</b>	<b>Documents Required to be attached with tender or to be uploaded in case of e-submission to Establish Eligibility</b>
a	<b>Registration</b>	<b>NMMC Registration</b>	Valid Firm/ company Registration (Shop establishment certificate/S.S.I. Certificates /Certificates In corporation/ETC)
b	<b>Average annual Turnover for last three years</b>	Average annual Turnover should at least Rs. 6.75 lakhs for last three years.	Audited financial statements last three years
c	<b>Experience</b>	A minimum of last three years of experience in this business	List of users along with performance certificates/work orders – Annexure-6.
d	<b>Demonstration</b>	Technical Qualification will be decided by technical committee after scrutinizing documents, physical verification & demonstration of the equipment, If required. Only those rates of technically qualified agencies will be considered for comparison.	Demonstration has to be given /Arranged as per fixed date specified by NMMC at tenderer's own cost. Failure to do so will cause outright rejection of tender
e	<b>Others</b>	Document Required	As per tender
4.	<b>Security Deposit</b>	5% of the Contract Sum (validity 12 months )	
5.	<b>Type of Contract</b>	Rate contract	
6.	<b>Contract Period</b>	One year	

**Special Conditions:**

- Hon. Commissioner, NMMC reserves the right to reject any or all offers.

**Medical Officer of Health  
Navi Mumbai Municipal Corporation.**

**Annexure - 1  
Details of Tenderer**

1.	<b>Name of Tenderer</b>			
2.	<b>Address</b>			
3.	<b>Telephone</b>			
4.	<b>Fax</b>			
5.	<b>E-Mail</b>			
6.	Details of Proprietor/partners/Directors			
	<b>Name</b>	<b>Address</b>	<b>Qualification &amp; Experience</b>	
7.	Financial Performance	Turnover (Rs)	Profit	Copy of Audited Financial statements attached (Yes/No.)
	Previous Financial Year (Y-1)			
	Previous Financial Year (Y-2)			
	Previous Financial Year (Y-3)			
8.	Registration Details			
9.	Certification Details			
10.	Details of Black List /Arbitration/ Litigation (If any)			
11.	Remarks			

**Details of Manufacturing Unit (Where Applicable)**

1.	Exact Location of Manufacturing unit.
2.	Product Produced
3.	Manufacturing Capacity (Product-wise)
4.	Details of Certification obtained. (Copies to be attached.)
5.	Actual installation of Quoted items during last three years.
6.	Brief Description of Facilities for inspection, testing and quality assurance.

**Note: The turnover amount should be certified and audited by CA of firm and separate sheet should be enclosed.**

**Signature of Tenderer**

**Signature of authorized Person**

**Annexure -2**  
**Undertaking of Tenderer (Notarized)**  
**(On a Rs. 100/- Stamp paper)**

Having examined the tender document including all the annexure, the receipt of which is hereby duly acknowledge, we, the undersigned , state that the specifications, conditions, etc. of this tender have been carefully studied and understood by me / us before submitting this Tender . I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the conditions of the tender and I / We have based my / our commercial bid for the Tender and offer to undertake the work / supply / deliver \_\_\_\_\_ (Description of Work / Goods / Services) in conformity with the said tender documents.

We agree to abide by this tender offer till \_\_\_\_\_ and shall remain binding upon us and may be accepted at any time before the expiration of that period.

A demand draft No. .... Dated ..... from the Nationalised / Scheduled Bank at ..... in respect of the sum of \*Rs. .... is herewith forwarded representing the Earnest Money. I / We agree that the amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the Corporation, should I/we fail to (i) Abide by the stipulation to keep the offer open for the period of 180 days from the date fixed for opening the same and thereafter until it is withdrawal by me / us by the notice in wiring duly addressed to the authority opening the Tender Notice. (ii) Security deposit as specified in the time limit laid down in the Detailed Tender Notice. The amount of earnest money may be adjusted towards the security deposit or refunded to me / us if so desired by me / us in writing, unless the same or any part thereof has been forfeited as aforesaid.

Should this tender be accepted I / we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeited and pay to NMMC the sums of Money mentioned in the said conditions. If our tender offer is accepted we will deposit the specified amount as security deposit for the due performance of the Contract and during the warranty. I / we undertake to use only the best materials approved by the Municipal Commissioner of N.M.MC. or his duly authorized representative, before starting the work and to abide by his decision, Until a formal contract is prepared and executed, this tender offer, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us. We understand that you are not bond to accept the lowest or any offer you may receive.

The information / documents submitted by us are true to our knowledge and if the information / documents so furnished shall be found to be untrue or false, the Tender shall be liable to be disqualified and our Earnest Money accompanying the Tender will be forfeited.

Date the ..... day of ..... 20

Signature of Tenderer

Address .....

Signature of Witness

Address .....

Signature of Tenderer

Signature of Authorized Person

**Annexure – 3**  
**Affidavit (Notarized)**  
**(On Rs.100/- Stamp Paper)**

I/We hereby state that we are aware of the provisions of section 10 (1) 10(f) and (g) of the Maharashtra Municipal Corporation Act, which are reproduced below, and solemnly state that we have no partnership with or any share with any Corporator of this Corporation in our company and are not associated presently or in the past with any of the office bearers or Corporator of the Navi Mumbai Municipal Corporation, either directly or indirectly.

***Extract of Sec 10 of Maharashtra Municipal Corporation Act***

10 (1) Subject to the Provisions of Section 13 and 404, a person shall be disqualified for being elected and for being a councilor.

10 (f) “ Subject to the provisions of sub-section (2), has directly or indirectly, by himself or his partner any share or interest in any Contract or employment with, by or on behalf of the Corporation”.

10 (g) “Having been elected a councilor is retained or employed in any professional capacity either personally or in the name of a firm in which he is a partner or with whom he is engaged in a professional capacity in connection with any cause or proceeding in which the Corporation or the Commissioner or the Transport Manager is interested or concerned”.

We are aware that the above information if found to be untrue or false, we shall be liable to be disqualified and the Earnest Money accompanying the Tender shall stand forfeited to the Corporation. We are also aware that if the information produced above is found to be untrue or false during the currency of the Contract, we shall be held to be in default and the Contract, if any awarded to us, shall be terminated with all its concurrence.

Tenderer \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date the \_\_\_\_\_ day of \_\_\_\_\_ 20 Signature of Tenderer

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date the \_\_\_\_\_ day of \_\_\_\_\_ 20 Signature of Witness

**Annexure – 4**  
**FORM OF BANK GUARANTEE BOND.**  
**(FOR SECURITY DEPOSIT)**  
**FOR THE PERIOD OF 12 MONTHS.**

1. In consideration of the Navi Mumbai Municipal Corporation (hereinafter called 'NMMC') having agreed to exempt \_\_\_\_\_ (hereinafter called "the said Operator / Contractor / Tenderer / supplier (s)') from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ for (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Tenderer as per the terms and conditions contained in the said Agreement, and on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), we, (indicate the name of bank) \_\_\_\_\_ (hereinafter referred to as 'the bank') at the request of \_\_\_\_\_ the Operator / Contractor / Tenderer / Supplier (s) do hereby undertake to pay the NMMC an amount not exceeding Rs. \_\_\_\_\_ against any loss or demand caused to or suffered or would be caused to or suffered by the NMMC by reason of any breach by the said Operator/ Contractor/ Tenderer/ Supplier (s) of any of the terms or conditions contained in the said agreement.

2. The Bank do hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NMMC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NMMC by reason of breach by the said Operator/ Contractor/ Tenderer/ Supplier (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Operator/ Contractor/ Tenderer/ Supplier (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

3. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ in words). We, undertake to pay to the NMMC any money so demanded notwithstanding any dispute or disputes raised by the Operator/ Contractor/ Tenderer/ Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Operator/ Contractor/ Tenderer/ Supplier (s) shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) \_\_\_\_\_ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NMMC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Municipal Commissioner of NMMC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Operator/ Contractor/ Tenderer/ Supplier (s) and accordingly of the said Agreement have been fully and properly carried out by the said Operator/ Contractor / Tenderer/ Supplier (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the .....we shall be discharged from all liability under this guarantee thereafter.

5. We, (indicate the name of Bank) \_\_\_\_\_ further agree with the NMMC that NMMC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Operator/ Contractor / Tenderer/ Supplier (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NMMC against the said Operator/ Contractor / Tenderer/ Supplier (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Operator/ Contractor / Tenderer/ Supplier (s) or for any forbearance, act or commission on the part of the NMMC or any indulgence by the NMMC to the said Operator/ Contractor / Tenderer/ Supplier (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Operator/ Contractor / Tenderer/ Supplier (s).

7. We, (indicate the name of Bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NMMC in writing.

Dated the .....day of .....20  
For .....  
(Indicate the name of Bank)

Signature of Authorized Person

**Annexure - 5**

**Manufacturer's Authorization Form (MAF)**

Dated .....

**To,  
Municipal Commissioner,  
Navi Mumbai Municipal Corporation.  
NMMC Bhavan, Belapur.  
Navi Mumbai - 400 614**

Dear Sir,

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

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s. \_\_\_\_\_ ( Name and address of Agent / Dealer ) to offer their negotiate and conclude the contract with you against the above invitation for tender offer. for Whole contract period including extension period of the said contract. I/we have not authorized any other distributors/agents/dealers/importer etc. for this purpose

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the goods and services offered against this invitation, for the goods and services offered by the above Agent / Dealer. In case our above authorized Agent / Dealer is unable to supply the goods and services during the period of the contract to the satisfaction of the Municipal Corporation, we undertake to unilaterally fulfill the contractual obligations of the said Dealer / Agent either directly or through another Dealer / Agent.

**Yours faithfully,**

**(Name: \_\_\_\_\_ )**

**for and on behalf of**

**M/s. \_\_\_\_\_**

**Authorized Signatory of the firm  
with (Rubber Stamp)**

***Note : This letter of authority should be on the letterhead of the manufacturing concern and should be signed with Date & Year by a competent person of the manufacturer along with sealed rubber stamp.***



**Annexure - 6**

List of users, of the quoted  
Materials (last three years)

<b>Sr. No.</b>	<b>Name of Mattresses</b>	<b>Name of Institution, Phone no.&amp; Address.</b>	<b>Contract value.</b>	<b>Work orders, performance certificate attached with tender Yes/ No.</b>
1				

1. Performance certificate of the above users has to be submitted along with tender.
2. Experience of having successfully completed similar work during last 3 years.

Date :-----

Place :-----

**Signature of Tenderer**

**Annexure - 7**

**Specification of quoted Mattresses**

<b>Sr. No.</b>	<b>Name of Mattresses</b>	<b>Tender Specification.</b>	<b>Specification of quoted Mattresses</b>	<b>Mfg. Model no.</b>	<b>Manufacturer authorization Yes/no.</b>	<b>Certificates attached as mentioned in technical specification Yes/No</b>
1	2	3	4	5	6	7

- A. The agency should mention their specification in column no 4 in comparison with tender specification mention in column 3.
- B. If specification of quoted equipments as per tender specification (Column3) then agency should write "AS PER NMMC SPECIFICATION" in column 4.
- C. Deviations/ Range can be mentioned in column 4. The corporation reserves the right to accept or reject such offers without assigning any reasons thereof.
- D. Agency cannot mention different specification /standards other than asked by NMMC. The corporation reserves the right to accept or reject such offers without assigning any reasons thereof.

Date :-----

Place :-----

**Signature of Tenderer**

## TECHNICAL SPECIFICATION

Sr. No.	Name of Mattress	Specification
1	Simple Mattresses	Size: 78" x 36" x 4" 40 Density Polyurathane foam mattresses with 4" Thickness mattresses covered with good quality composite waterproof rexin cover with zip
2	Two Fold Mattresses	Size: 75" x 32" x 4" 40 Density Polyurathane foam mattresses with 4" Thickness mattresses covered with good quality composite waterproof rexin cover with zip
3	Three Fold Mattresses	Size: 75" x 32" x 4" 40 Density Polyurathane foam mattresses with 4" Thickness mattresses covered with good quality composite waterproof rexin cover with zip
4	Simple Mattresses (paediatric)	Size: 54" x 32" x 4" 40 Density Polyurathane foam mattresses with 4" Thickness mattresses covered with good quality composite waterproof rexin cover with zip
5	Baby Warmer Mattresses	Size: 30" x 20" x 2" 40 Density Polyurathane foam mattresses with 4" Thickness mattresses covered with good quality composite waterproof rexin cover with zip

**Schedule - B  
FINANCIAL BID**

**Name of Bidder/Tenderer** - M/s. ....  
**Address of Firm** - .....

Sr. No.	Name of Mattresses	Name of Manufacturer	Req. Qty	Rate/Unit	Total Cost
1	<b>Simple Mattresses</b> Size: 78" x 36" x 4" 40 Density Polyurathane foam mattresses with 4" Thickness mattresses covered with composite good quality comosite waterproof rexin cover with zip		150		
2	<b>Two Fold Mattresses</b> Size: 75" x 32" x 4" 40 Density Polyurathane foam mattresses with 4" Thickness mattresses covered with composite good quality comosite waterproof rexin cover with zip		50		
3	<b>Three Fold Mattresses</b> Size: 75" x 32" x 4" 40 Density Polyurathane foam mattresses with 4" Thickness mattresses covered with composite good quality comosite waterproof rexin cover with zip		50		
4	<b>Simple Mattresses (paediatric)</b> Size: 54" x 32" x 4" 40 Density Polyurathane foam mattresses with 4" Thickness mattresses covered with composite good quality comosite waterproof rexin cover with zip		30		
5	<b>Baby Warmer Mattresses</b> Size: 30" x 20" x 2" 40 Density Polyurathane foam mattresses with 4" Thickness mattresses covered with composite good quality comosite waterproof rexin cover with zip		25		

Note : Rate should be quoted Only in Indian rupees for all items which should be inclusive of all State/Central / Local Government VAT/Taxes, Custom Duties, CVD, SVD, Custom Clearance, Excise, Octroi or any state levies.

I/We agree to keep the offer valid for one year from the date of opening of financial bid.

I/We declare that we shall treat these documents and other documents connected with the work confidential and shall not communicate the information delivered there from to any person other than a person to whom we have authorized to communicate.

**Signed for and on behalf of the firm  
(Authorized signatory of the firm)**

**Dated:**

1. Put this paper in a separate envelope marked as a "Financial Bid"
2. Above rates include all taxes.
3. Submit the technical details of tender in the Technical Bid Envelope. Don't put any other document, other than the financial bid in the financial bid envelope.
4. Financial bid will be opened of only those tenderers who are technically qualified.