MAHARASHTRA MEDICAL GOODS PROCUREMENT AUTHORITY

Request for Proposal (RFP) for Supply, Installation and Commissioning of Reusable Capacity Coupling Current Quality Monitoring Electrode with Cautery machine

RFP Reference No: RRT-222 /MMGPA/ Reusable Capacity Coupling Current Quality Monitoring Electrode with Cautery machine (2026-27)

Date: 29.04.2026

1st Floor, Arogya Bhawan St. George's Hospital Compound,

Near C.S.M.T. Railway Station, Mumbai - 400 001.

Maharashtra

Website: https://mahatenders.gov.in.

Email: maha.mmgpa2023@gmail.com

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Disclaimer

The information contained in this Tender Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Maharashtra Medical Goods Procurement Authority (MMGPA) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender Document subject to which such information is provided.

This Tender Document is not an agreement and is neither an offer nor invitation by the MMGPA to the prospective Bidders or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this Tender Document. This Tender Document includes statements, which reflect various assumptions and assessments arrived at by the MMGPA in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender Document may not be appropriate for all persons, and it is not possible for the MMGPA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements and information contained in this Tender Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document and obtain independent advice from appropriate sources.

Information provided in this Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The MMGPA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The MMGPA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way for participation in this Tender Document.

The MMGPA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender Document.

The MMGPA may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its

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Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the MMGPA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the MMGPA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

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Abbreviations and Glossary

Abbreviations and Acronyms	Description
BG	Bank Guarantee
BOM/BOQ	Bill Of Material/Quantity
CA	CHARTERED ACCOUNTANT
CAMC	Comprehensive Annual Maintenance Contract
CBS	Cost Based Selection
CMC	Comprehensive Maintenance Contract
CRC	Consignee Receipt certificate
DPIIT	Department for Promotion of Industry and Internal Trade
EMD	Earnest Money Deposit
EM-II	Entrepreneurs Memorandum
FEMA	Foreign Exchange Management Act
GST	Goods and Services Tax
IA	Implementation Agency
IP	Intellectual Property
IQ	Installation Qualification,
ISO	International Organization of Standardization
KPI	Key Performing Indicators
LLP	Limited Liability Partnership
MMGPA	Maharashtra Medical Goods Procurement Authority
MSME	Ministry of Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
O&M	Operation and Maintenance
OEM	Original Equipment Manufacturer

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OP	Operational Qualification
PAN	Permanent Account Number
PO	Purchase Order
PQ	Performance Qualification
RFP	Request For Proposal
RTGS	Real Time Gross Settlement
SSI	Small-scale industries
TCV	Total Contract Value

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BID NOTICE

Tender reference No: RRT-222 /MMGPA/ Reusable Capacity Coupling Current Quality Monitoring Electrode with Cautery machine (2026-27)

Maharashtra Medical Goods Procurement Authority (hereinafter referred to as "Authority"), Mumbai invites **ONLINE BID** for the year **2026-27** in **two envelope system** from the Manufacturers/Importers/Authorized Distributor for the purchase of following items.

Schedule of requirements:

Sr. No.	Equipment Name/Item Name	No.of units	Tender fee (Rs.)	EMD (Rs.)	Consignee and Delivery Address
1	Reusable Capacity Coupling Current Quality Monitoring Electrode with Cautery machine	50	**31500+5670(GST @ 18%)**	**4,50,000/-**	Public Health institutions in the state of Maharashtra as detail in **Annexure-XII**

Delivery terms: Delivery at the assigned consignee address as per bid conditions.

Interested eligible bidders may obtain further information of technical specifications, required quantities and other terms and conditions applicable for procurement of above items from the tendering website **https://mahatenders.gov.in.**

Bidders will have to compulsorily quote for all Equipment and quantity listed in schedule of requirements and the evaluation will be conducted on combined price quoted for all equipment.

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BID SCHEDULE

All bid related activities (Process) like Downloading of bid document, submission of bid and submission of EMD and other documents will be governed as per the time schedule given under Key Dates below:

Sr. No.	Activity	Period
1.	Period of sale of Tender document/ Download	**From 29.04.2026 at 4.00PM**
2.	Date for Submission of Queries	**Before Pre-bid meeting**
3.	Date of pre-bid meeting	**06.05.2026 at 11.00 AM**
4.	Dates for uploading tender document	**From 29.04.2026 at 4.00pm to up to 09.05.2026 02.00 pm**
5.	Last date and time for submission of tender:	**11.05.2026 at 2.00 pm**
6.	Date and time of openingof Envelope No.1	**12.05.2026 at 02:00pm**

Address for communication	**1st Floor, Arogya Bhawan, St. Georges Hospital Compound, Near CSMT Railway Station, Mumbai- 400 001. Telephone No.: 022-22717527**

A complete set of tender documents may be purchased by interested eligible bidder by online payment of a non-refundable fee ("Bid/Tender Fee"). Bidder has to pay **online payment of bid fee by RTGS/NEFT to the A/c of "Maharashtra Medical Goods Procurement Authority, Mumbai"** as per the table given and within time as per schedule.

As per Govt. Resolution by Industries, Energy & Labour Department, Maharashtra State, dated 1.12.2016 - Entities who are registered under Micro, Small and Medium Enterprises Development Act, 2006 are exempted from paying Tender Form Fees and Earnest Money Deposits.

The bidders shall be rejected summarily upon failure to follow procedure prescribed in the bid document. The conditional bid shall be rejected.

Chief Executive Officer, Maharashtra Medical Goods Procurement Authority, Mumbai reserves all the rights regarding this bid document and procedure.

Sd/-
CHIEF EXECUTIVE OFFICER,
MAHARASHTRA MEDICAL GOODS PROCUREMENT AUTHORITY
MUMBAI

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Fact Sheet

Clause Reference	Topic
Commercial Bid Evaluation	***The method of selection is LCBS (Least Cost Based Selection-L1)***
Downloading RFP Document	RFP can be downloaded from https://mahatenders.gov.in.
Earnest MoneyDeposit (EMD)	Bidders are required to pay the EMD/Bid Security of **₹ 4,50,000/-** /- throughonline mode on **https://mahatenders.gov.in** or in the form of Bank Guarantee issued by a Scheduled / Nationalized Bank in the form provided in **Annexure XVII**
Scope of Work	Procurement is for services linked to Supply, Installation and commissioning of or use of various public health institution in Maharashtra.
Pre-bid meeting and clarifications	A pre-Bid meeting will be held on 06.05.2026 at 11.00 am Clarifications may be requested on or before the schedule date and time for submission of pre-bid queries as per the bidding schedule.
Language	Proposals should be submitted in the English language only.
Taxes	For all goods/services supplied, the Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed/incurred until delivery of the contracted products or services.
Bid Validity	180 days from the date of Technical Bids opening
Submission of Responses	Bidders must upload and submit all the documents on the Mahatender portal https://mahatenders.gov.in *Each of the above documents must be uploaded in the format specified for this purpose*
Submission of Proposals	This is online process; interested bidders are required to submit the proposal online only by the date and time specified in the RFP.
Last Date of Submission	Proposals submitted after 09.05.2026 at 02:00PM will not be accepted bythe e-Tender portal.
Tender Fee	All bidders shall pay tender fee of **₹31500+5670(GST @ 18%)**In case of revision of the above-mentioned tender fee, bidders shall pay revised tender fee.

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1. Introduction

Maharashtra Medical Goods Procurement Authority (MMGPA), Mumbai has been formed as per the Maharashtra Medical Goods Procurement Authority Act 2023 (Mah. Act No. XIII of 2023). The procurement authority has been formed with an objective to simplify and expedite the procurement process of medical Goods and Equipment's for health institution, under the state government and certain other health institution in the state as mentioned in the above act.

1.1.Chief Executive Officer, Maharashtra Medical Goods Procurement Authority,Mumbai, hereinafter referred to as the **"Authority "**invites online bid in two Envelope systems for supply of Equipment specified in **Annexure-X** Schedule of Requirements, for use in public health facilities in the State of Maharashtra.

1.2. All bid related activities ("Bid Process") like Bid Document Downloading, Bid submission and submission of Bid Security/Earnest Money Deposit and other documents will be governed by the bid schedule given in bid notice.

1.3. All activities of this bid are carried out online on Website **https://mahatenders.gov.in**. The bid document is uploaded on Government of Maharashtra, (GoM) e-tendering website **https://mahatenders.gov.in** and has to be downloaded as well as filled up and submitted online only. The Bidders are required to submit online bid fees (Non-refundable) as mentioned through **online payment gateway in A/c of "Maharashtra Medical Goods Procurement Authority, Mumbai"**. In no case, the bid fee should be mixed with EMD amount. The bid shall be liable to be rejected summarily upon failure to follow procedure prescribed in the Bid document.

1.4.The quantities mentioned in the Bid are only approximate estimated quantities. The Chief Executive Officer, Maharashtra Medical Goods Procurement Authority, Mumbai reserves the right to increase or decrease the quantities', maximum up to 50% of the quantities to be purchased without assigning any reason thereof.

1.5. If any bidder wishes to lodge any complaint against the other bidder regarding submission of false documents, information etc, the bidder has to submit the complaint before price bid opening along with deposit of **Rs.50,000 (Rupees Fifty Thousand only)** online in favor of **"Maharashtra Medical Goods Procurement Authority, Mumbai"** in the form of deposit. This complaint will be submitted to Appeal Committee along with facts. The amount so deposited shall be refunded, if after scrutiny the complaint is found to be true by the Appeal Committee. However, if the complaint is 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.**

1.6.e-bidding process related Queries can be sent on email – eproc.support@maharashtra.gov.in /Help: The Toll-Free Telephonic Help Desk Number1800-3070-2232. / Mobile: +91-7878107985, +91-7878107986 ,+ 91-7878007972 and +9-7878007973
(9:00 am - 10:00 pm) Mon to Sat.

1.7. The Orders/ Circulars issued by Govt. of Maharashtra from time to time will be applicable to this bid.

1.8. The entire bidding process is governed by rules and clauses mentioned in Maharashtra Government Industries Department Stores Purchase Rules GR dated 01.12.2016, General

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Financial Rules 2017 and CVC Guidelines. Any disputes raised by the bidder, shall be resolved within the framework of these rules and clauses

1.9. A bidder who has been blacklisted/ debarred for the quoted product(s) in any state / department/ undertaking/ corporation will not be allowed to participate in Bid for the said product(s) and will not be evaluated.

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2. Eligibility criteria

Eligibility criteria for this bid are mentioned:

Sr. No.	Basic Requirement	Specific Requirement	Documents required
1.	**Registered Legal Entity**	The Bidder shall be any person/Company/ Society/Proprietorship/ Partnership firm/Trust registered under applicable Act in India/ Government-owned enterprise or institution The Bidder shall be – a) A manufacturer having valid manufacturing and equipment license for the items quoted. **OR** **b)** An Importer* having valid import license and equipment license for the items quoted. **OR** **c)** Authorized Distributor fulfilling all tender conditions. **d)** Separate Manufacturer's Authorization will be required for each equipment. **e)** Registered with the GST Authorities. **f)** Should have a valid PAN number. **Importer refers to a legal Entity such as a Company/ Society/ Trust/Partnership* firm *registered under applicable Act in India/ Government-owned enterprise or institution that engages in the process of bringing equipment or goods from outside India into the country's borders for commercial purposes.* *Importer itself shall be responsible for supply and maintenance of the equipment as per the terms of RFP and shall not*	a. Copy of certificate of incorporation/registration along with charter documents like copy of Memorandum and Articles of Association, and other registration documents according to the nature of entity. b. Attested photocopy of valid manufacturing Equipment/ import license with product list duly approved by the Licensing Authority for each and every product quoted as per specification in the bid. 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 should be enclosed. c. Manufacturer's Authorization as per Annexure XIV to be provided by Importer, Authorized distributor d. Copy of GST Registration certificate issued by GSTN authorities. e. Copy of PAN Card.

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Sr. No.	Basic Requirement	Specific Requirement	Documents required
		engage any third party for the same)	
2.	**Certifications/ registration**	The Bidder shall have to provide requisite certifications/registration.	a. Certificates of DPIIT (if applicable) b. Original manufacturer's certificate that the product is being used in country of origin. c. Import Export Certificate (IEC Code) d. Affidavit of Importer regarding equipment being imported in India for last three years.
3.	**Litigation**	The Bidder should not be involved in any major litigation such as fraud, FEMA violations and any other civil or criminal proceedings that may have an impact of affecting or compromising the delivery of services as required under this contract.	Affidavit as per Annexure VII.
4.	**EMD/Bid Security**	Bidders are required to pay the EMD/Bid Security of **₹4,50,000/-/-** through online mode on **https://mahatenders.gov.in or in the form of BG as per annexure XV**	• EMD in the form of NEFT/RTGS/BG
5.	**EMD Exemption**	If a Bidder is a Micro Small and Medium Enterprise ("MSME") / Small Scale Industry ("SSI") then subject to submission of relevant documents as provided in this table, such Bidder may be exempted from submitting EMD in accordance with Appendix-8 of Govt. Resolution by Industries, Energy & Labour Department, Maharashtra State, dated 1.12.2016.	a. Requisite Certificate of Micro and Small-scale manufacturing industries registered under Micro, Small and Medium Enterprises development act 2006. b. Importer shall produce authorization Certificate from manufacturer as authorized seller as per

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Sr. No.	Basic Requirement	Specific Requirement	Documents required
			Annexure XIV c. EM-II certificates whenever necessary (mandatory for Medium Enterprises)
6.	**Conflict of Interest**	On the date of submission of the proposal, the Bidder should not be involved in any conflict-of-interest situation.	Undertaking by the authorized signatory as per Annexure I
7.	**Blacklisting or banned**	On the date of submission of the proposal, the Bidder should not be blacklisted or banned by any ministry/department/attached offices/sub-ordinate offices under Government of India and any State government, Autonomous bodies (established by Central/State govt), any Central/State PSUs for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.	Affidavit as per **Annexure VII**
8.	**Debarment**	On the date of submission of the proposal, the Bidder should not be debarred	Affidavit as per Annexure VII.
9.	**Average Annual Turnover**	Average Annual Turnover (in last three financial years (2023-24, 2024-25, 2025-26) shall be at least **Rs. 2.25 Cr.**	Certificate issued by a statutory auditor/chartered accountant (as attached Annexure-IV) along with Audited Financial Statements confirming the Average Annual Turnover of the Bidder during the stated Financial Years must be submitted.
10.	**Net Worth**	The net worth of the bidder in the financial year (2025-26) should be **positive**.	Certificate issued by a statutory auditor/chartered accountant (as attached **Annexure-IV).**
11.	**Technical**	Bidder must have successfully undertaken supply, installation &	The Bidder shall provide the documentary evidence

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Sr. No.	Basic Requirement	Specific Requirement	Documents required
	Capability	commissioning of quoted Equipment or Medical Equipment & Instruments of an amount of **Rs 2.25 Cr.** during last three financial years	in support of its credentials such as agreement copy/ work order / Letter of Award. This should be supported by work completion certificate/customer satisfaction certificates with customer details and client certificate. Statutory auditor's certificate or Chartered Accountant's certificate, as the case may be, shall be submitted for demonstrating the past experience. (as per Annexure number 3)
12.	**Production Capacity / Import Quantity**	Production Capacity of the Original Equipment Manufacturer must be minimum 1.5 times of the quoted order quantity in last one financial year.	Certificate of Statutory Auditor/Chartered Accountant For importers and Authorized distributors Certificate of Statutory Auditor/Chartered Accountant of OEM has to be submitted in Annexure III
13.	**Service center**	In case of Bidder being Manufacture**r**, the bidder should have at least 2 service centers in state of Maharashtra. In case of Bidder being Importer/Authorized distributor, the bidder should ensure that OEM have at least 2 service centers in state of Maharashtra.	List of at least 2 service centers in Maharashtra with address and contact details shall be provided by the bidder which shall exist for the period of warranty as mentioned and also, during the additional CAMC/AMC period, if awarded. The Importer/Authorized Distributor shall provide an

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Sr. No.	Basic Requirement	Specific Requirement	Documents required
			undertaking from OEM that OEM shall have at least 2 service centers for the period of warranty as mentioned and also, during the additional CAMC/AMC period, if awarded.

3. Conflict of Interest

Conflict of Interest among Bidders/ Agents A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a. they have controlling partner (s) in common; or
b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
c. they have the same legal representative/agent for purposes of this bid; or
d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal.
g. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
h. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

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4. Cost of bidding

The bidder shall bear all costs associated with the preparation and submission of their online bids and the Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5. Corrigendum

The bidder shall note that any corrigendum issued regarding this bid notice will be published on the https://mahatenders.gov.in.

6. Pre-bid meeting

The pre-bid meeting will be held at the date, time and venue mentioned in the e-bid Notice.

A prospective bidder requiring any queries/clarification with regard to the bid document shall contact the Authority by letter or email preferably prior to the date of pre bid meeting. Email ID – maha.mmgpa2023@gmail.com

The bidder shall submit the Authorization letter nominating a responsible person of the bidder to attend the meetings like pre bid & negotiation meeting.

The prospective bidder(s) should submit their Queries /Suggestions/ Observations, if any, on or before the schedule date for receipt of queries in writing.

Only Queries/ Suggestions / Observations received in writing within stipulated scheduled time will be discussed and clarified in pre-bid meeting and any modification of the bid documents, which may become necessary as a result of pre-bid meeting, shall be made by Maharashtra Medical Goods Procurement Authority, Mumbai exclusively through the issue of an addendum/ corrigendum and shall form part of the RFP. The RFP uploaded shall be read along with any modification. Authorized representatives of prospective bidder(s) can attend the said meeting and obtain clarification regarding specifications, scope of works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting, subject to the condition that queries are submitted in time.

Non-attendance at pre-bid meeting shall not be a cause for disqualification of the bidder. The suggestions/ objections/ queries which are not in consonance with the requirement of the bid & received during pre-bid meeting may not be considered, Maharashtra Medical Goods Procurement Authority, Mumbai reserves the right to accept or reject the same.

7. Amendment of bid document

7.1. At any time prior to the deadline for Sale of bid, the Authority may amend the bid documents by issuing Addendum/Corrigendum.

7.2. The bidder will not be communicated separately regarding the amendment. Any amendment to the bid shall be placed on the e-bidding website (https://mahatenders.gov.in.)

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7.3. Any addendum/corrigendum as well as clarification thus issued shall be a part of the bid documents. And it will be assumed that the information contained in the amendment will have been taken into account by the bidder.

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

8. Submission of Bids

The bid should be submitted online through website https://mahatenders.gov.in. in two envelopes i.e. **Technical Bid in envelop no.1** & **Commercial Bid in Envelop no.2** along with EMD & Bid Fee. **All documents should be properly signed, sealed and then uploaded.**

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

8.1.Technical Bid (Envelope No. 1)

Technical offer must be submitted online at https://mahatenders.gov.in..in as per the instructions on the portal. The bidder must upload the following documents.

FOLLOWING DOCUMENTS ARE MANDATORY & SHOULD BE ENCLOSED IN SEQUENCE & ORDER, in PDF only along with the table of content:

8.1.1. The instruments such as power of attorney, resolution of board etc. authorizing an officer of the bidder for signing the bid document.

8.1.2. Authorization letter nominating a responsible person of the bidder to attend the meetings like pre bid & negotiation meeting.

8.1.3. Attested photocopy of valid manufacturing equipment license with product list duly approved by the Licensing Authority for each and every product quoted as per specification in the bid. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. However, Loan Licensee/ third party licensee are not allowed.

8.1.4. Proof of Tender Fee/ EMD paid (if exempted appropriate copies for same)/ BG for EMD as per Annexure XVII.

8.1.5. The documents comprising the Bid shall also include:

Annexure I: Letter Comprising the Technical Bid

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Annexure II: Compliance Sheet for Pre-qualification Proposal

Annexure III: Proforma for Production And Sale Statement

Annexure IV: Annual Turnover statement for three years

Annexure V: Details of Manufacturing unit

Annexure VI: Contract Form

Annexure VII: Undertaking for rates, specification, blacklisting status on Stamp paper duly notarized

Annexure VIII: Mandate Form

Annexure IX: Power of Attorney for signing of Bid

Annexure X: Technical Specifications

Annexure XI: Compliance sheet for Technical Proposal

Annexure XII: Place of delivery

Annexure XIII: Self Declaration Affidavit (on Rs.100/- Stamp Paper)

Annexure XIV: Manufacturer's Authorization From

Annexure XVIII: Checklist duly signed by authorized representative of bidder.

- Copy of Tender Fee RTGS transaction.
- Copies of Balance Sheet and Profit and Loss Accounts for last three years i.e. (2023-24, 2024-25, 2025-26) certified by the Auditor. If last year's Audit report is not finalized the Tenderer should submit Provisional Audit Report signed by Chartered Accountant.
- PAN and GST Registration certificate.
- Copy of the GST return of last quarter.
- Attested copy of valid registration made by manufacturer for offered product under Micro & Small, Medium Industries Development Act, 2006.
- EM-II certificates whenever necessary
- Electrical safety standards if required in Technical Specifications
- Incorporation / Registration Certificate of bidder
- All documents required as per point no. 2 eligibility criteria.
- All other documents as per the terms of RFP.

8.2.Commercial Bid (Envelope No. 2)

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a) All Commercial offers must be submitted online https://mahatenders.gov.in. as per the instructions given on the portal. No hard copy of commercial bid shall be submitted. In case a bidder submits commercial bid in hard copy, such bid shall be summarily rejected.
b) Rates should be quoted in the Commercial Bid part-1 of **AnnexureXVII only**.

c) Part-2 of **Annexure XVII** Should be filled by the Bidder. However, it will be used only for the purpose of comparing the rates offered by the bidder in various other bidders.
d) Price bid in **Annexure XVII** Part-I should not be submitted in technical bid. If the price bid Part-I is submitted in technical bid, the bid will be rejected.

9. Deadline for submission of bid

As per schedule mentioned in bid notice.

10. Opening of Bid

On the date and time specified in the bid notice following procedure will be adopted for opening of bid.

10.1. Opening of Technical Bid (Envelope No.1)

Technical bid (Envelope No.1) of the bid will be opened by the bid opening authority. Bidder is free to attend himself or depute an authorized officer as his representative.

10.2. Opening of Commercial Bid (Envelope No.2)

The Commercial Bid shall be opened as per e-tendering procedure after the evaluation of the technical bid. The Commercial Bid shall be opened only for those Bidders who are qualified in evaluation of Technical Bid. The date and time of Commercial Bid opening will be communicated electronically through portal.

11. Period of Validity of Bid

11.1. The bid shall remain valid for a period of 180 days after the date of opening of the technical bid (Envelope No.1)

11.2. Prior to the expiration of the bid validity the Authority may request the bidders to extend the bid validity for the period as required by the Authority.

12. Earnest Money Deposit:

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12.1. All bids must be accompanied by Earnest Money Deposit (EMD – Online)

12.2. EMD should be in favor of "Maharashtra Medical Goods Procurement Authority, Mumbai".

12.3. EMD will be Exempted as per schedule -8 of G.R.No. SPO- 2014/Pra.Kra.82/Part-III/Industry-4, dated 01.12.2016 issued by Industry, Energy & Labor Department, Mantralaya, Mumbai-1

12.4. Bids that do not include the Earnest Money Deposit (EMD), unless exempted as per the RFP terms, will be promptly rejected.

12.5. Unsuccessful bidder's EMD will be discharged/ returned after award of contract to the Selected bidder.

12.6. The bidder shall not be entitled for any interest on EMD.

12.7. The Selected bidder's EMD will be discharged after signing the Contract and submitting the Performance Security Deposit as stipulated.

12.8. The EMD shall be forfeited or if bidder is exempted from EMD, the bidder may be debarred/ blacklisted under the following conditions.

12.8.1. Bidder fails to accept the purchase order.

12.8.2. If a bidder withdraws its tender at any stage during the bidding process.

12.8.3. In case of a successful bid, if the bidder fails:

i. To sign the Contract in accordance with terms and conditions or.

ii. To furnish Performance Security Deposit &/ or processing fee as per bid clause15

13. Prices

13.1. The prices quoted and accepted will be binding on bidder and valid for a period of one year from the date of signing of contract and any increase in price during the period of one year will not be entertained.

13.2. Purchases may be made on staggered basis as per the requirement of the Authority within one year from the date of signing of the contract.

13.3. **Rates should be quoted in Indian Rupees only** for each of the required Equipment separately on consignee address delivery basis according to the unit asked for strictly as per the format of price schedule **(Appendix-II).** Bid for the supply of Equipment with conditions like 'AT CURRENT MARKET RATES' shall not be accepted. The Authority shall not be responsible for damages, handling, clearing, transport and insurance charges and will not be paid. The deliveries should be made as stipulated in the place /consignee

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address in the purchase order placed with successful tenderer. Conditional bids are not accepted and liable for rejection.

13.4. In case of any enhancement in GST/Other taxes due to statutory Act of the Govt. Or any other taxes newly levied by Govt. after the date of submission of bid and during the bid period, the quantum of additional GST/Other taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the equipment and accessories approved under the bid. For claiming the additional cost on account of the increase in GST/Other taxes, the bidder should produce a letter from the concerned Competent Authorities for having paid additional GST/other taxes on the goods supplied to the Authority and can also claim the same in the invoice.

13.5. **Fall Clause:** It is a condition of the contract that all through the currency thereof, the price at which bidder will supply the stores should not exceed the lowest price charged by the bidder to any Govt. Organization / Semi Govt. Organization during the currency of the contract and that in the event of the prices going down below the contract prices, the bidder shall promptly furnish such information to the Authority to enable him to amend the contract rates for subsequent supplies.

14. Technical Specifications:

14.1. The bidder shall carefully read and understand the technical specifications, quality requirements, applicable standards, Acts & Rules including the Mandatory requirement for substantiation of their compliance without deviating from bid requirements.

14.2. The bidder shall carefully read & understand the specifications mentioned in **Annexure X.**

15. Evaluation of bids:

15.1. After opening of technical bid, on the scheduled date, time and venue, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined.

15.2. The Authority shall scrutinize the documents mentioned above for its eligibility, validity, applicability, compliance, and substantiation including post qualification criteria as per bid document.

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15.3. The Authority shall also analyze that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.

15.4. The technical scrutiny shall be on the basis of submitted substantiation documents and Medical Device Rules 2017 including allied standards of BIS codes.

15.5. 1. All the equipment's supplied should comply and conform to BIS/CE certificate from notified body with a 4 digit number /USFDA certificate. The equipment must be approved by CDSCO and should have ISO-13485 Certificate.

2. AERB Certificate for Equipment's using Ionizing radiation

15.6. Any bid that does not meet the bid conditions laid down in the bid document will be declared as not responsive and such bids shall not be considered for further evaluation. However, the bidders can check their bid evaluation status on the website.

15.7. Bids which are in full conformity with bid requirements and conditions shall be declared as responsive bid for opening price bid on the website and price bid of such bidders shall be opened later, on a given date and time.

15.8. Authority can call for original documents for verification and any other supporting documents.

16. Technical Qualification Criteria

16.1. Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations.

16.2. The Medical equipment offered should meet all the technical and functional specifications given in the Annexure-X, Non-compliance to any of the technical and functional specification will attract rejection of the proposal.

16.3. Compliance on each parameter with detailed substantiation how the offered product meets the requirement. (Do not write simply Yes or Complied, If written, then bid will be rejected)

16.4. Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria would be considered technically qualified and proceed for demonstration as per clause no.27

16.5. Commercial Bid Evaluation

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16.5.1. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives, who wish to attend.

16.5.2. The Bidder, who has submitted the lowest combined Commercial bid for all equipment, shall be selected as the ("Lowest Bidder") i.e., L1 Bidder and shall be called for further process leading to the award of the contract.

16.5.3. Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.

16.5.4. The bid price will include all taxes and levies and shall be in Indian Rupees.

16.5.5. Any conditional bid would be rejected.

16.5.6. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail"

16.6. Final Selection

16.6.1. The Bidder submitting the lowest combined Commercial bid for all equipment shall be the L-1 Bidder based on the Least Cost methodology (the "L-1 Bidder"). The Bidder whose Proposal is adjudged as responsive and meets the requirements in its technical evaluation in accordance with this RFP and who quotes the lowest price in its Commercial bid shall ordinarily be declared as the selected Bidder (the "Selected Bidder"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder. In the case of two or more Bidders quoting the same value, the Bidder having the higher annual average turnover as per the eligibility criterion would be the first in sequence.

16.6.2. In the event that 2 (two) or more Bidders are qualified in terms hereof as L-1 (the "Tie Bidders"), then such Bidder having the higher annual average turnover as per the eligibility criterion would be the first in sequence. Further, if Tie Bidders are found to be having the same average annual turnover also, then the number of projects undertaken in the last 03 (three) years shall be taken into consideration and the Bidder having the higher number of projects shall be awarded as Lowest Bidder. In case, Tie Bidders are found to be having the same number of projects undertaken also, then such Tie Bidders shall be asked to further submit a best and final offer quote ("Best and Final Offer") which shall be a lower price than their common L-1 quote for being eligible for consideration; and in such event lower price offered with respect to the L-1 quote among them shall be the Selected Bidder.

17. Performance Security Deposit & Contract

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17.1. The Selected Bidder shall furnish the Performance Security Deposit to the Authority within 15 days from the date of communication of Selected Bidder for an amount of (3%) of the contract/order value and enter into Contract by paying requisite stamp duty in favor of Govt. of Maharashtra. Cost of stamp duty will be as per The Maharashtra Stamp Act. The cost of Stamp paper should be borne by the bidder.

17.2. The Bidder shall provide Performance Security Deposit in the form of Demand Draft in favor of "Maharashtra Medical Goods Procurement Authority, Mumbai" payable at Mumbai from any Nationalized or Scheduled bank or in the form of Bank Guarantee issued by a Scheduled / Nationalized Bank in the form provided in **Annexure XVI.**

17.3. The Performance Security Deposit will be discharged by the Authority and returned to the Supplier upon receipt of demand form supplier, not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.

17.4. The Performance security deposit shall be 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 Authority thinks fit and proper.

17.5. For items quoted by importer/Authorized Dealer, the bidder will enter into Tri parties' agreement. The agreement will be in between Maharashtra Medical Goods Procurement Authority, Mumbai + Importer/Authorized Distributor + Manufacturing Company on Non-Judicial Stamp Paper of requisite value.

17.6. The micro and small enterprises registered with the National Small Industries Corporation (NSIC) and the Micro, Small and Medium Enterprises Development Institute has been exempted from depositing the security amount for the purchase up to Rs. 25,000/- and if the purchase price is higher than Rs. Twenty-Five (25) thousand then, they shall be required to keep the amount to the extent of 3% of the purchase price or Rs. Ten (10) thousand, whichever is less, as security. However, the goods having price more than Rs. Twenty-five (25) thousand, the first twenty-five thousand should not be taken into calculation.

18. Proprietary data and Patent Rights

18.1. All documents and other information supplied by the Purchaser or submitted by a Bidder to the Purchaser shall remain or become the property of the Purchaser. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Purchaser will not return any Bid, or any information provided along therewith.

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18.2. Patent Rights: The supplier indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

19. Award of Contract

19.1. The Authority will award the Contract to the Selected Bidder whose bid has been determined to be responsive and has been determined to be the Lowest Bidder (L1).

19.2. The Authority will place supply orders on staggered basis if required during the contract period.

19.3. A contract will not be awarded to the Selected Bidder if Performance Security Deposit is not deposited by him to the Authority within stipulated time limit, if any extension for the submission of performance security has not been asked.

19.4. The Selected Bidder who is liable for award of contract should transfer the Performance Security as per Clause 15 of this RFP.

19.5. The Selected Bidder shall sign the Contract within a period of 15 (fifteen) days of issue of award of Contract.

20. Period of Contract

The contract shall commence from the date of its signing and will be valid for a period of twenty four months from the date of supply or delivery of all equipment under the Contract.

21. Deliverables and Timelines

The Bidder should deliver the medical equipment as per schedule given below:

Sl. No.	Deliverable	Location for Delivery	Timelines
1.	Supply / Delivery of equipment	As per **Annexure XII.**	Within 60 days for goods manufactured in India and 90 days for Imported goods from the issue of the PO (Purchase Order).
2.	Installation of Equipment		Within 7 Days from the delivery of equipment(s). In Exceptional circumstances due to unavoidable circumstances at Consignee level, CEO MMGPA shall review the situation and allow extension in

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Sl. No.	Deliverable	Location for Delivery	Timelines
			installation period.
3.	Operational Acceptance of the equipment		Within 7 days from the Installation.
4.	Comprehensive warranty period		3 years from the date of successful installation.
5.	Frequency of visits to consignee addresses concerned during Warranty/CMC		One visits every three months (4 visits in a year) for periodic/preventive maintenance and any time for attending repairs/break down calls.

22. Delivery Period

Sr. No.	Item	Units	Period
1	**Reusable Capacity Coupling Current Quality Monitoring Electrode with Cautery machine**	**50**	Within 60 days for goods manufactured in India and 90 days for Imported goods from the issue of the PO (Purchase Order)

23. Place of delivery

The goods should be delivered to the consignee's addresses safely undamaged and tallied. The consignees' addresses are mentioned in **Annexure-XII**

23.1. Transfer of Title of Equipment with Accessories

Unless otherwise stated in the contract, notwithstanding any inspection and approval by the consignee on the Selected Bidder's premises, or any payments made to the Selected Bidder, property in the equipment (and resultant rights and liabilities) shall not pass on to the consignee until the equipment have been received, inspected, and accepted by the consignee or its representative. The equipment and every constituent part thereof, whether in the possession or control of the consignee, his agents or servants or a carrier, or the joint possession of the Selected

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Bidder, his agents or servants and the consignee, its agents, or servants, shall remain in every respect at the risk of the Selected Bidder, until their actual delivery is accepted by the consignee or its representative. The Selected Bidder shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the equipment entrusted to such carrier by the Selected Bidder for transmission to the consignee or its representative.

23.2. Insurance

Goods should be dispatched at carrier's risk, failing which they should be properly covered by transit Insurance with Government insurance Fund, MHADA, Bandra (East), Mumbai-400 051 or New Address

1) The goods are inserted in packages in a safe and in a sound condition,

2) According to the normal trade practice packing used is good. Failure to comply with these instructions may result in non-acceptance of transit risk by the Insurance Officer.

24. Guarantee/Warranty Terms

a. The Selected Bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
b. The Selected Bidder further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority's specifications) or from any act or omission of the Selected Bidder, that may develop under normal use of the supplied goods.
c. All the equipment's including the accessories supplied as per the technical specification as mentioned in the bidding document should carry comprehensive warranty (including all spares) for a period mentioned in this document in the first instance. During this period, the successful Bidder shall replace all defective parts and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the Selected Bidder during the period of comprehensive warranty. The items which are not covered under warranty should be clearly mentioned along with rate of the items.
d. On expiration of the comprehensive warranty period, the Selected Bidder shall be willing to provide after sales support for an additional period on mutually agreed terms and conditions.
e. The prospective Bidder, who is Importer/ Authorized Distributor, shall submit an undertaking from the Original Equipment Manufacturers (OEM) that they are willing to provide spare parts for the period of warranty as mentioned and also, during the additional CMC/AMC period, if awarded. The OEM shall also assure continuity of service to their product, even in the event of change in Authorized service partner/ dealership or the Bidders – their existing

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Authorized service partner/ dealers shall ensure and provide service during the warranty / CAMC period. The undertaking from OEM is an essential document forming part of the Technical Bid, without which the tenders will be rejected summarily in the first round itself.

f. After sales service centers in Maharashtra should be available as part of the pre-qualification and the Bidder shall provide proof of their capability to undertake such maintenance/repair within the stipulated time. (Companies without service center/partner in Maharashtra should give an undertaking that they shall establish/appoint their service center/partner within a period of three months of the signing of contract)

g. The Selected Bidder shall provide preventive maintenance as per the frequency mentioned in this document during the warranty period. The Bidder shall attend any number of break down/repair calls as and when informed by the Consignee authority.

h. Upon receipt of such notice for repair/breakdown from the user institution, the Successful Bidder shall, within the period as specified in this document, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Tender Inviting Authority.

i. If the successful Bidder, having been notified, fails to rectify the defect(s) within the period specified/
mentioned in this document, the Tender Inviting Authority may proceed to take such remedial action a may be deemed necessary, at the Selected Bidder's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful Bidder under the contract.

j. Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipment's or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in a year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting Bidder.

k. The equipment which requires quality assurance test shall be done at free of cost immediately after
installation, during the comprehensive warranty period, during the CMC / AMC period, by the demand of User and also when major spares are replaced.

l. Any mandatory approval required for installation shall be obtained by the successful Bidder in liaison with the respective authorities.

m. The Bidder shall submit the parameters which require calibration, and the frequency of calibration required.

n. The Bidder shall undertake on-site calibration of the equipment every year as part of the after sales service during the period of comprehensive warranty, CMC/AMC or on demand from the user.

o. The Bidder shall also have to submit whether periodic replacements of consumable items are required for proper functioning of their quoted machine/Equipment If yes they should submit the list of such consumables along with price list and frequency of replacement per year, if the same is not replaced free of cost during warranty / guarantee period.

p. The offered warranty includes:

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i. Visits to the user institutions at frequencies prescribed as part of preventive maintenance.
ii. Testing & calibration as per technical/service/operation manual of the manufacturer or as per the
period specified or as per the demand of the user.
iii. Quality Assurance tests (if applicable).
iv. The cost of labour for all repairs/ and all spares required for replacement during repairs all kinds of accessories, Probes, all types of sensors and transducers, Electrodes, Detectors, battery, battery for UPS, other vaccumatic parts etc. wherever applicable and also the accessories and other devices supplied along with the equipment's which forms part of the equipment system, without which it cannot perform satisfactorily.
v. The exclusion of warranty of any vital equipment parts will be compared with offers of other Bidders during evaluation of the bids and this may be taken into consideration in deciding the successful Bidder on the basis of expert advice.
vi. The Bidder shall provide up-time warranty of complete equipment as mentioned in this document,
the uptime being calculated on 24 (hrs) X 7 (days) basis failing Warranty period will be extended for every additional day of down time equal to one week.
vii. The installed software should be the latest one for the particular model and all future software
updates should be provided free of cost during the Warranty period.

25. Warranty Period

a) The "Complete System" shall remain under warranty period of 3 year from the date of satisfactory installation The Complete System should include the basic unit and allied supporting components to be supplied by the bidder along with basic unit.
b) During warranty period, bidder shall provide at least four maintenance visits per year at regular interval for usual maintenance and supervision. If bidder fails to provide these maintenance visits at regular interval, a proportionate deduction in the form of damages on pro-rata basis will be recovered from the bidder from the Performance Security amount in accordance with KPIs. In case the Performance Security is not adequate, Authority shall have right to recover the losses / damages from other sources as well.
c) Bidder shall also attend all breakdown calls within 3-7 days of the receipt of the information from Consignees through fax/e-mail/mobile/SMS etc.
d) During warranty period, bidder shall maintain and keep 95% uptime per year of the "Complete System."
e) as per calculation given below: -.
f) 1 Year = 365 days
g) 95% of 365 days = 347 Days per annum
h) The bidder shall compensate the uptime less than the specified above for every additional day of down time over and above 18 days stipulated above, warranty period will get extended by

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one week as penalty at no extra cost i.e., the extended penalty period will be equal to one week for every additional day of down time.

i) During warranty period, bidder will make the "Complete System" in satisfactory working condition. In case, any spare parts need replacement due to normal wear and tear, bidder will supply and install the same for which no additional payment is to be made. If any spares / accessories / consumables etc. are not replaced by the bidder during warranty period, bidder should mention it clearly with name of the items with frequency of replacement and its rate with a validity to cover warranty period.

j) In case, the bidder is not able to provide services (and the items / accessories is not functioning as the reason thereof) due to natural calamity (act of God), Political unrest, Riot and fire at the user site, then in such a situation the warranty period will be extended by the period for which the item / accessories could not be operated because of supplier not been able to provide services.

k) During warranty period, in case of any alleged damage due to accident / human error, a committee under the Chairmanship of CEO, MMGPA, Mumbai with one member from the bidder and one member from the Authority will decide the authenticity of the claim. The decision of the committee shall be final and binding on both the parties.

l) Replacement of equipment's/ parts and service thereof due to manufacturing defects during warranty period will be entirely at the supplier's cost. The expenditure incurred on account of transport, installation, commissioning, and various duties involved in the replacement of equipment's/ parts shall be borne by the supplier.

26. After Sales Services

a) After expiry of the warrantee/Guarantee period of the equipment, the Selected Bidder will have to undertake the Comprehensive Annual Maintenance contract (with spare parts) of the Complete System for the further life span of equipment. The life span of the equipment shall not be less than ten years. In special circumstances the total life span of the Equipment/ items may be reduced by the Authority.

b) The Complete System should include the basic unit and allied supporting components to be supplied by the bidder along with basic unit.

c) During Comprehensive Annual Maintenance Contract, bidder shall provide at least four maintenance visits per year at regular interval for usual maintenance and supervision. If bidder fails to provide these maintenance visits at regular interval per year, a proportionate deduction in the form of damages at the rate of 1/2% of CAMC contract amount per week will be deducted maximum up to 5%.

d) Bidder shall also attend all breakdown calls within 3-7 days of the receipt of the information from Consignees through fax/e-mail/mobile/sms etc.

e) During Comprehensive Annual Maintenance Contract, bidder shall maintain and keep 95% uptime per year of the "Complete System" as per calculation given below: -.

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f) 1 Year = 365 days
g) 95% of 365 days = 347 Days per annum
h) The bidder shall compensate the uptime less than the specified above for every additional day of down time over and above 18 days stipulated above, warranty period will get extended by one week as penalty at no extra cost i.e., the extended penalty period will be equal to one week for every additional day of down time.
i) During Comprehensive Annual Maintenance Contract, bidder will make the "Complete System" in satisfactory working condition. In case, any spare parts, PCB etc. needs replacement due to normal wear and tear; bidder will supply and install the same for which no additional payment is to be made. If any spares / consumables / accessories etc. are not covered under Comprehensive Annual Maintenance Contract charges, it should be clearly mentioned with frequency of replacement and with rate. The validity of rate of such items should also be mentioned clearly. What will be the rate of escalation on the quoted rate after expiry of the validity of rate of such item must be mentioned.
j) The payment of Comprehensive Annual Maintenance Contract will be made on half yearly basis after submission of satisfactory functioning report of the Complete System by the officials authorized by the Authority.
k) In case, the bidder is not able to provide services (and the items / accessories is not functioning as the reason thereof) due to natural calamity (act of God), Political unrest, Riot and fire at the user site, then in such a situation the Comprehensive Annual Maintenance Contract will be extended by the period for which the item / accessories could not be operated because of supplier not been able to provide services.
l) During Comprehensive Annual Maintenance Contract, in case of any alleged damage due to accident / human error, a committee under the Chairmanship of CEO, MMGPA, Mumbai, with one member from the bidder and one member from the Authority will decide the authenticity of the claim. The decision of the committee shall be final and binding on both the parties.

27. Comprehensive Annual Maintenance Contract

a) The decision to enter into CMC or AMC will be determined on the basis of cost and complexity of the equipment by the Tender Inviting Authority, at its discretion, prior to the expiration of warranty period. In case if it is decided by Authority to enter into CAMC contract, the vendor will have to submit CAMC agreement at the time of supply of items. The Performance Security Deposit for CAMC contract will be 10% of the CAMC cost.
b) The Comprehensive Maintenance Contract (CMC) is otherwise an extended warranty. All the terms and conditions agreed by the successful Bidder for executing the comprehensive warranty of the equipment shall be extended during the period of CMC, only difference being the payment of CMC charges is absent during the period of comprehensive warranty.
c) The cost of CMC, accessories, spares, and consumables as in case may be quoted along with taxes applicable, if any. The taxes to be paid extra, to be specifically indicated. In the absence

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of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

d) Failure/refusal on the part of the successful tender supplying/installing the equipment's to enter into CMC with the Tender Inviting Authority, at the end of the Comprehensive Warranty Period, if the Authority, as the case may be, desires so, shall lead to forfeiture of performance security and may also result in the blacklisting/debarring of the Bidder.

e) The payment of the agreed CMC charges will be made as per frequency for payment after satisfactory

f) completion of said period, on receipt of service report/ break down report from the user.

g) The Bidder shall also have to submit whether periodic replacements of consumable items are required for

h) proper functioning of their quoted machine/Equipment? If yes, they should submit the list of such

i) consumables along with price list and frequency of replacement per year if the same is not included in quoted

j) Comprehensive Annual Maintenance Contract charges per year.

k) The tenderer will have to agree to enter into an Annual Maintenance Contract (AMC)@ 0.5% per year of the Order value of the machinery / equipment (excluding taxes).

l) Where required, tenderer will have to agree for Comprehensive Maintenance Contract (CMC) inclusive of all spares @ 5% of the Order value (excluding taxes) of the equipment per year. The period of such AMC / CMC will be of 8 years after completion of warranty period. In case of non-compliance of AMC/CMC the supplier will be liable to pay a damages. Such damages shall be recovered from the amount of the Performance Security submitted. Payment for AMC /CMC on yearly basis will be made by the user's institution, at the end of year after satisfactory performance report from the end user.

Key Performing Indicators (KPI)

Sr. No.	SLA Description	Resolution Target	Liquidated Damage (LD)
1.	Supply/Delivery of equipment(s)	Within 60 days for **goods manufactured in India** and 90 days for Imported **goods** from the issue of the PO (Purchase Order).	1/2% per week delay and thereof of the Purchase Order value, maximum up to 5% value of the Purchase Order
2.	Installation of Equipment	Within 7 days of supply of equipment(s)	1/2% per week delay and thereof of the Equipment Value, maximum up to 5% value of the Equipment
3.	Operational Acceptance of the equipment(s)	Within 7 days of Installation of	1/2% per week delay and thereof of the Equipment Value, maximum up to

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Sr. No.	SLA Description	Resolution Target	Liquidated Damage (LD)
		equipment(s)	5% value of the Equipment
4.	Any defect in EQUIPMENT or any of its part	Resolution: <= 3 Days from the time the call is logged by end user.	1/2% of cost of the Equipment & accessories will be deducted per week up to maximum 5% of PO Value post which purchaser may proceed to take such remedial action as may be necessary. Damages will be recovered from due payment to bidder or from Performance Security deposit. Once the Performance Security deposit get forfeited, the bidder will be required to recoup the Performance Security deposit. if the bidder fails to recoup the Performance Security deposit or settle the damages amount, the bidder will be blacklisted for three years. (Performance Security deposit will be released after settlement of damages.)
5.	Warranty	Resolution: <=3-7 Days from the time the call is logged by end user.	The **Selected Bidder** must ensure 95% uptime during warranty period. In case of downtime, warranty period will be extended for period of downtime. If the equipment is not attended within 3 days for Mumbai, 7 days for other places the supplier will be liable to pay a damages of 1/2% of purchase cost for every week of delay. Such damages will be recovered from the amount of security deposit. Certificate of such uptime / downtime issued by the end user will be binding for the supplier.

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Sr. No.	SLA Description	Resolution Target	Liquidated Damage (LD)
6.	Annual Maintenance Contract (For rendering services)/ The tenderer will have to agree to enter into an Annual Maintenance Contract (AMC)@ 0.5%per year of the Order value of the machinery / equipment (excluding taxes).	Resolution: <=3-7 Days from the time the call is logged by end user.	1/2% per week delay and thereof of the Equipment Value, maximum up to 5% value of the Equipment
7.	**Comprehensive Annual Maintenance Contract: -** Where required, tenderer will have to agree for Comprehensive Maintenance Contract (CMC) inclusive of all spares @5% of the Order value (excluding taxes) of the equipment per year. The period of such AMC / CMC will be of 8 years after completion of warranty period. In case of non-compliance of AMC/CMC the supplier will be liable to pay damages. Such damages shall be recovered from the amount of the Performance Security submitted. Payment for AMC /CMC on yearly basis will be made by the user's institution, at the end of year after satisfactory performance report from the end user.	Resolution: <=3-7 Days from the time the call is logged by end user.	1/2% per week delay and thereof of the Equipment Value, maximum up to 5% value of the Equipment

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28. Demonstration

a. Demonstration of quoted product is mandatory for technically qualified bidders before the opening of financial bid. Such bidders shall produce the quoted product for demonstration on the date (approximately within 7 days from the date of declaration of technically qualified bidder) and at the place specified by the MMGPA, Mumbai, India. If the concerned bidder fails to do so, the said bid will be summarily rejected and the EMD will be forfeited. If demonstration / testing of equipment offered by the bidder is found to be non-satisfactory, then the said bid will not be considered, and the bid will be rejected.
b. Consumables should submit in 3 samples.
c. In case of Equipment for which it is not possible to arrange demonstration at the MMGPA due to technical reasons like requirement of regulatory certificates and bulky equipment, demonstration shall be arranged at the site where the equipment is stored by the bidder. Demonstration of such equipment shall be done on the date (approximately within 7 days from the date of opening of technical bid) and at the place specified by the MMGPA, Mumbai, India. If the concerned bidder fails to arrange the product for the demonstration, or after the demonstration, the said product does not satisfy the test, the bid of the said bidder will be rejected and EMD will be forfeited. The decision to arrange Demonstration onsite shall be at the sole discretion of CEO, MMGPA and will be binding on all the bidders. The cost of arranging the demonstration shall be borne by the bidder.

d. The demonstration of equipment should be attended by empaneled members as decided by CEO, MMGPA from members empaneled by Government Resolution dated 31.10.2017. The video recording of the demonstration shall be mandatorily done. Soft copy of the Video Recording shall be handed over to the representative of MMGPA who witnessed the demonstration, at the site itself. Arrangement of Video Recording shall be done by the bidder at their own cost. The demonstration report shall be prepared on same day and signed by all present including representatives of bidder and the report of the demonstration should be scanned and mailed to to General Manager (Technical), MMGPA on office mail I.D. on the same day.

29. Pre-dispatch Inspection

The Pre-dispatch inspection will be done by a team appointed by CEO, MMGPA prior to shipment and the team will inspect the equipment physically in accordance to the tender specifications and certify the following things: -

a. The equipment is new and made of virgin material, it is not reconditioned / retrofitted.
b. The name of the equipment manufacturer, model and serial nos. of equipment & country of manufacturer.
c. “Maharashtra Government (MMGPA) Supply” shall be affixed on each equipment item by using aluminum strip of appropriate size.

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d. The team shall clearly mention in their report the purchase order no., date and name of consignee.
e. Packing List: - It shall be issued by original manufacturer/importer/ Authorized Distributor.
f. Country of origin Certificate: - It shall be issued by competent authority of that country (Chamber of commerce of concerned Country) mentioning Name of manufacturer, consignee, name of equipment, invoice No., Qty. etc.
g. Original Invoice issued by bidders / manufacturer should contain following details: -
h. The name of the equipment manufacturer, model, and serial nos. of the equipment.
i. Name of the consignee -list attached.
j. Allowances of pre-dispatch inspection team shall be borne by the Bidder.

30. Consequences of default by Bidder

30.1. **Damages on late delivery**: If the supplier fails to deliver the goods or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 1/2 % of the value of the delayed supply for each week of delay or part thereof subject to the maximum of 5%, calculated from the next day after the agreed delivery period is over.

30.2. **Consequences of inferior substandard/supply**: If the equipment supplied is found of inferior quality or not as per specifications, the contractor shall replace the equipment within one month from the date of intimation at the cost & risk of the contractor and also liable to pay the fine imposed by the consignee, failing which Performance Security Deposit of the contractor shall be forfeited and the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Performance Security Deposit, if any fine is imposed by the consignee same shall be recovered from other dues to the contractor from – his bills payable.

30.3. **Replacement of Rejected materials**: - Tenderer / Contractor shall have to replace rejected material with approved one. The supplier shall remove the rejected material within 15 days failing which the same will be disposed of by consignee at the risk and cost of contractor without any further correspondence in this regard.

30.4. **Risk & Cost Purchase:** - In case the Contractor/s, shall at any time during the continuance of these presents fails to supply satisfactorily the equipment within the prescribed time as herein provided and or in case shall fail to replace any part/s that may have been rejected with other of approved quality, the consignee shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specific period, the consignee shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the supplier and expenses thereby incurred, shall be payable by the supplier and / or may be deducted

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from any moneys due or become due to the contractor/s and the consignee may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.

30.5. **Blacklisting:** - The firm shall be black-listed for a period of two years, if it is found that: -

a. Forged documents are submitted.

OR

b. If it becomes responsive on the basis of submission of bogus certificate / information.

30.6. In case of non-supply of equipment / accessories or supply of substandard quality or supply of equipment / accessories found to have been previously used or having re-furbished parts.

30.7. Replacement of equipment's/ parts and service thereof due to manufacturing defects during warranty period will be entirely at the supplier's cost. The expenditure incurred on account of transport, installation, commissioning, and various duties involved in the replacement of equipment's/ parts shall be borne by the supplier.

31. Third Party Inspection

31.1. In the event of challenge raised about the technical specifications or the working of the equipment by the technically disqualified bidder/s or the user department, the CEO, MMGPA, Mumbai will have the authority to appoint third party inspection. The cost of third-party inspection shall be borne by the tenderer, but such "third-party inspection" will be at the discretion of CEO. MMGPA.

32. Installation & Site plan

Requirement regarding site/location for installation of equipment, if any, should be mentioned in the tender. Time required for installation of system after delivery must be mentioned. In case of delay in installation Authority will have right to charge liquidated damage.

Specify the following points for installation of the System: -

a) Total power consumption along with breakup of main System and Accessories.

b) Whether the System needs uninterrupted power supply.

c) Maximum tolerated transfer time in case of interruption of power supply.

d) Whether the System needs any humidity control device.

e) Whether the System needs any separate power line/isolation Transformer.

f) Does the System need the electrical shielding?

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g) Whether Air Conditioner is required for the System.

h) Does it require special civil works for installation?

33. Force Majeure

33.1. If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented of delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (hereinafter referred to as "events"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract PROVIDED ALSO that it the contract is terminated under this clause, the purchaser shall be at liberty take over from the contract at a price to be fixed by the purchasing Officer which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion there of as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

34. Confidentiality

34.1. Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any

34.2. other persons not officially concerned with such process until the notification of Contract award is made.

34.3. Any effort by the bidder to influence the Authority in the Authority 's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the bidder's bid.

35. Payment

Payment against supply order issued under this bid will be made by Maharashtra Medical Goods Procurement Authority, Mumbai.

Payment of 80% of the contract value will be released against receipt of original GST invoice duly supported by acknowledgement of receipt of equipment in good condition certified by concerned

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facility in charge at consignee location. Remaining 20% payment will be released after successful installation and satisfactory commissioning and operation of the equipment and upon submission of following documents:

I. 3 copies of supplier's invoice.
II. Acceptance certificates issued by the consignees.
III. Payments towards the supply of Items will be made strictly as per the rules of MMGPA, Mumbai. The payment will be made through RTGS/ NEFT. The bidder shall furnish the relevant details to make the payment through RTGS/NEFT and the change of Bank Account during the validity of the bid will not be entertained normally.
IV. The bidder must furnish CRC (Consignee Receipt certificate) IQ, PQ and OQ certificate approved, signed and stamped by the Authorized Consignee.

The Authority shall have every right 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.

36. Corrupt or Fraudulent Practices

36.1. The Authority as well as bidders shall observe the highest standard of ethics during the procurement and execution of such contracts.

36.2. "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.

36.3. 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 Authority and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Authority of the benefits of free and open competition.

36.4. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Authority, designed to establish bid prices at artificial, non-competitive level; and. "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.

36.5. "The Authority will reject a bid for award if it determines that the bidder recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.

36.6. The Authority 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

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

37. Resolution Of Dispute

37.1. 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.

38. Arbitration

38.1. In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator as mutually agreed upon by the parties. The award passed by the sole Arbitrator shall be final and binding on the parties.

38.2. The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder. For settlement of all disputes & Arbitration the place of jurisdiction shall be Mumbai, Maharashtra. The language of Arbitration shall be English.

39. Governing Language

39.1. English language version of the contract shall govern its Interpretation.

40. Applicable laws:

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

41. Indemnification

41.1. The supplier shall indemnify the Authority against all actions, suit, claims and demand or in respect of anything done or omitted to be done by supplier in connection with the contract and against any losses or damages to the Authority in consequence of any action or suit being brought against the supplier for anything done or omitted to be done by the supplier in the execution of the contract. The supplier shall submit an indemnity bond to this effect.

42. Jurisdiction:

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

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43. Saving clause:

43.1. No suits, prosecution or any legal proceedings shall lie against the Chief Executive Officer, Maharashtra Medical Goods Procurement Authority, Mumbai, or any person for anything that is done in good faith or intended to be done in pursuance of bid.

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Appendix I: Pre-qualification-cum-Technical Bid Templates

I. General

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Annexure to be used in Pre-Qualification cum Technical Proposal (Envelope 1)

Annexure I: Letter Comprising the Technical Bid

Annexure II: Compliance Sheet for Pre-qualification Proposal

Annexure III: Proforma for Production And Sale Statement

Annexure IV: Annual Turnover statement for three years

Annexure V: Details of Manufacturing unit

Annexure VI: Contract Form

Annexure VII: Undertaking for rates, specification, blacklisting status on Stamp paper duly notarized

Annexure VIII: Mandate Form

Annexure IX: Power of Attorney for signing of Bid

Annexure X: Technical Specifications

Annexure XI: Compliance sheet for Technical Proposal

Annexure XII: Place of delivery

Annexure XIII: Self Declaration Affidavit (on Rs.100/- Stamp Paper)

Annexure XIV: Manufacturer's Authorization Form

Annexure XV: Format for EMD Bank Guarantee if not submitted online.

Annexure XVIII: Checklist duly filled and signed by the bidder's Authorized representative.

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Annexure I: Letter Comprising the Technical Bid

To,

Chief Executive Officer,

Maharashtra Medical Goods Procurement Authority,

1st Floor, Aarogya Bhawan,

Near CSMT Railway Station,

Mumbai 400001 (Maharashtra)

Subject: Request for Proposal (RFP) for……..

Dear Sir,

Having examined the bid document and addendum/corrigendum, if any 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 bid document and our financial offer in the Price schedule submitted in Envelop No. 2 which is made part of this bid.

We undertake that all information provided in our bid and in the Appendices is true and correct and all documents accompanying such bid are true copies of their respective originals.

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

We undertake that as on the date of submission of the proposal, we are not involved in any conflict-of-interest situation.

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

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

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

We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, We submit this Proposal under and in accordance with the terms of the RFP Document.

Signed: _____

Date: _____

In the capacity of _____

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

Signature & stamp of bidder

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Annexure II: Compliance sheet for Pre-Qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

Sr. No.	Basic Requirement	Specific Requirement	Documents required
1.	**Registered Legal Entity**	The Bidder shall be any person/Company/ Society/Proprietorship/ Partnership firm/Trust registered under applicable Act in India/ Government-owned enterprise or institution The Bidder shall be – a) A manufacturer having valid manufacturing and equipment license for the items quoted. **OR** **b)** An Importer* having valid import license and equipment license for the items quoted. **OR** **c)** Authorized Distributor fulfilling all tender conditions. **d)** Separate Manufacturer's Authorization will be required for each equipment. **e)** Registered with the GST Authorities. **f)** Should have a valid PAN number. **Importer refers to a legal Entity such as a Company/ Society/ Trust/Partnership firm registered under applicable Act in India/ Government-owned enterprise or institution that engages in the process of bringing equipment or goods from outside India into the country's*	a. Copy of certificate of incorporation/registration along with charter documents like copy of Memorandum and Articles of Association, and other registration documents according to the nature of entity. b. Attested photocopy of valid manufacturing Equipment/ import license with product list duly approved by the Licensing Authority for each and every product quoted as per specification in the bid. 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 should be enclosed. c. Manufacturer's Authorization as per Annexure XIV to be provided by Importer, Authorized distributor d. Copy of GST Registration certificate issued by GSTN authorities. In case of

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Sr. No.	Basic Requirement	Specific Requirement	Documents required
		borders for commercial purposes. *Importer itself shall be responsible for supply and maintenance of the equipment as per the terms of RFP and shall not engage any third party for the same)*	e. Copy of PAN Card.
2.	**Certifications/ registration**	The Bidder shall have to provide requisite certifications/registration.	a. Certificates of DPIIT (if applicable) b. Original manufacturer's certificate that the product is being used in country of origin. c. Import Export Certificate (IEC Code) d. Affidavit of Importer regarding equipment being imported in India for last three years.
3.	**Litigation**	The Bidder should not be involved in any major litigation such as fraud, FEMA violations and any other civil or criminal proceedings that may have an impact of affecting or compromising the delivery of services as required under this contract.	Affidavit as per Annexure VII.
4.	**EMD/Bid Security**	Bidders are required to pay the EMD/Bid Security of ₹ 4,50,000/- through online mode on https://mahatenders.gov.in. or in the form of BG as per annexure XV	• EMD in the form of NEFT/RTGS/BG
5.	**EMD Exemption**	If a Bidder is a Micro Small and Medium Enterprise ("MSME") / Small Scale Industry ("SSI") then subject to submission of relevant documents as provided in this table, such Bidder may be exempted from submitting EMD in accordance with Appendix-8 of Govt. Resolution by Industries, Energy &	• Requisite Certificate of Micro and Small-scale manufacturing industries registered under Micro, Small and Medium Enterprises development act 2006. • Importer shall produce authorization Certificate

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Sr. No.	Basic Requirement	Specific Requirement	Documents required
		Labour Department, Maharashtra State, dated 1.12.2016.	from manufacturer as authorized seller as per Annexure XIV • EM-II certificates whenever necessary (mandatory for Medium Enterprises)
6.	**Conflict of Interest**	On the date of submission of the proposal, the Bidder should not be involved in any conflict-of-interest situation.	Undertaking by the authorized signatory as per Annexure I
7.	**Blacklisting or banned**	On the date of submission of the proposal, the Bidder should not be blacklisted or banned by any ministry/department/attached offices/sub-ordinate offices under Government of India and any State government, Autonomous bodies (established by Central/State govt), any Central/State PSUs for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.	Affidavit as per **Annexure VII**
8.	**Debarment**	On the date of submission of the proposal, the Bidder should not be debarred	Affidavit as per Annexure VII.
9.	**Average Annual Turnover**	Average Annual Turnover (in last three financial years (2023-24, 2024-25, 2025-26) shall be at least **Rs 2.25 Cr.**	Certificate issued by a statutory auditor/chartered accountant (as attached Annexure-IV) along with Audited Financial Statements confirming the Average Annual Turnover of the Bidder during the stated Financial Years must be submitted.

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Sr. No.	Basic Requirement	Specific Requirement	Documents required
10.	**Net Worth**	The net worth of the bidder in the financial year (2025-2026) should be **positive**.	Certificate issued by a statutory auditor/chartered accountant (as attached **Annexure-IV).**
11.	**Technical Capability**	Bidder must have successfully undertaken supply, installation & commissioning of quoted Equipment or Medical Equipment & Instruments of an amount of **Rs 2.25 Cr.** during last three financial years (2023-24, 2024-25, 2025-26)	The Bidder shall provide the documentary evidence in support of its credentials such as agreement copy/ work order / Letter of Award. This should be supported by work completion certificate/customer satisfaction certificates with customer details and client certificate. Statutory auditor's certificate or Chartered Accountant's certificate, as the case may be, shall be submitted for demonstrating the past experience. (as per Annexure number III)
12.	**Production Capacity /Import Quantity**	Production Capacity of the Original Equipment Manufacturer must be minimum 1.5 times of the quoted order quantity in last one financial year.	Certificate of Statutory Auditor/Chartered Accountant For importers and Authorized distributors Certificate of Statutory Auditor/Chartered Accountant of OEM has to be submitted in Annexure III
13.	**Service center**	In case of Bidder being Manufacturer, the bidder should have at least 2 service centers in state of Maharashtra.	List of at least 2 service centers in Maharashtra with address and contact details shall be provided by the bidder which shall exist for

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Sr. No.	Basic Requirement	Specific Requirement	Documents required
		In case of Bidder being Importer/Authorized distributor, the bidder should ensure that OEM have at least 2 service centers in state of Maharashtra.	the period of warranty as mentioned and also, during the additional CMC/AMC period, if awarded. The Importer/Authorized Distributor shall provide an undertaking from OEM that OEM shall have at least 2 service centers for the period of warranty as mentioned and also, during the additional CMC/AMC period, if awarded.

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Annexure III: Proforma for Production And Sale Statement

(For a period of last 3 Years)

(To be submitted on the letterhead of the Statutory Auditor/ Chartered Accountant of the Bidder)

Sr. No.	Year	Name and full Address of the Purchaser	Purchasing Entity (Gov./Semi Gov./Other)	Name of the Product	Purchase Order No. & Date	Purchase Order Quantity	Purchase Order Value (in Rs.)	Quantity		PO Copy enclosed on Pg. No.
								Manufactured Qty	Sold Qty	
1	2023-24									
2	2024-25									
3	2025-26									

Add rows as per requirement.

Note:

1. In support of above statement, enclose the copies of supply orders with client's satisfactory certificates. All purchase orders should be enclosed in the sequence as per the data provided in table above.
2. All the data provided in the above table has been verified by undersigned CA.

Name, Membership number and signature of the Chartered Accountant:

UDIN:

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Name and seal of the firm:

Location, Date:

Authorized Signature *(PoA holder)*

[In full and initials with Seal]:
Name and Title of Signatory:
Name of Bidder (*Firm/ Organization's name*):
Address:

Telephone:

Email:

(Name and seal of the Bidder)

[*Location, Date*]

Disclaimer: If, 1. The bidder is OEM , then the details of Annexure III of production in last three years

The bidder is Authorized distributor, then the details of Annexure III of sale in last three years

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Annexure IV: Average Annual Turnover and Net Worth of the Bidder

(To be submitted on the letterhead of the Statutory Auditor/ Chartered Accountant of the Bidder)

The Average Annual Turnover and Net Worth details of M/s _____ for participation under the RFP are given below and certified that the statement is true and correct.

Sr. No.	Year	Turnover (In Rs.)	Positive Net worth (*Yes/ No*)
1	**2023-24**		
2	**2024-25**		
3	**2025-26**		
4	**Average Annual Turnover of above 3 years**		

This is to certify that the Net worth of (*name of Bidder*) is Positive for last 3 (three) Financial Years i.e., (2023-24, 2024-25, 2025-26) as per the Audited Financial Statements.

For the purposes of this RFP, net worth (the "**Net Worth**"), in case of Company shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

For other eligible entities, the Net Worth shall mean the amount derived by subtracting the liabilities from the corpus and reserve amounts as certified by the chartered accountant/statutory auditor having valid registration.

Note:

(a) Certificate issued by a statutory auditor/chartered accountant along with Audited Financial Statements confirming the average annual turnover of the Bidder during the stated financial years must be submitted on the letterhead of the Statutory Auditor.

(b) Provide supporting Audited Financial Statements (Balance Sheets, Profit and Loss Statements, etc.) of the bidding organization/ firm.

Name, Membership number and signature of the Chartered Accountant:

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Name and seal of the firm:

Location, Date:

Authorized Signature *(PoA holder)*

[In full and initials with Seal]:
Name and Title of Signatory:
Name of Bidder (*Firm/ Organization's name*):
Address:

Telephone:

Email:

(Name and seal of the Bidder)

[*Location, Date*]

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Annexure V: Details of Manufacturing Unit

1. **Name of the Manufacturer:**

2. **Full address:**

3. **Phone Nos.:**

4. **Fax No.:**

5. **Email ID:**

6. **Date of inception:**

7. **License No. & date:**

8. **Issued by:**

9. **Valid up to:**

10. **RTGS (Real Time Gross Settlement) System or Core Banking A/c No.:**

11. **Details of installed production capacity for 1 year:**

Sr. No.	Equipment name	Total Production Capacity	Actual Production	Installed Quantity
1	Reusable Capacity Coupling Current Quality Monitoring Electrode with Cautery machine			

Date:

Seal
Signature

Name (in capital letters)

Note: The details of manufacturing unit shall be for the premises where item quoted are actually manufactured.

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THE DETAILS OF FACTORY PREMISES

Person In-charge of Factory

Name :

Phone No. :

Mobile No. :

Nearest Land mark of Factory:

Layout

Km from Airport :

Name of the Airport and City:

Km from Railway Station :

Name of the Railway Station:

Km from Bus Stand :

Name of the Bus Stand :
and City

Name of designation of the authorized signatory

Note: The details of manufacturing unit shall be for the premises where item quoted are actually manufactured.

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Annexure VI: Contract Form

(Stamp duty as applicable as per MSA)

THIS AGREEMENT made the .....day of....., 200... Between.....

(Name of Authority) of..... (Country of Authority) (Hereinafter "the Authority") of the one part and..... (Name of Supplier) of..... (City and Country of Supplier) (Hereinafter called "the Supplier") of the other part:

WHEREAS the Authority is desirous that certain Goods and ancillary services viz. (Brief Description of Goods and Services) be procured and has accepted a bid by the Supplier for the supplyof those goods and services in the sum of..... (Contract Price in Words and Figures) (Hereinafter called "the Contract Price"). Whereas the supplier has deposited a Demand Draft in favor of "Maharashtra Medical Goods Procurement Authority, Mumbai" payable at Mumbai from any Nationalized or Scheduled bank of Rs..... (Rs. in words.....) as performance security towards the fulfillment of this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectivelyassigned to them in the Conditions of Contract referred to.
2. The contractor has accepted the contract on the terms and condition set out in notice No.--------

.....as well in the Acceptance Letter No : -.....Dt:.....

----------which will hold good during the period of this agreement.

3. The following documents shall be deemed to form and be read and construed as part of thisAgreement, viz.:

(a) The Price List submitted by the Supplier;

(b) The Schedule of Requirements;

(c) The Technical Specifications;

(d) Terms & conditions of tender document.

(e) The Authority's Notification of Award.

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4. In consideration of the payments to be made by the Authority to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Authority to provide the goods and servicesand to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Authority hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

6. Upon breach by the supplier of any of the condition of the agreement, the Chief Executive Officer may by a notice in writing resolving, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the supplier and also to responsible compensation for the loss occasioned by the failure of the supplier to fulfill the agreement as certified in writing by the Chief Executive Officer which certificate shall to conclusive evidence of the amount of such compensation payable by the supplier to the Government.

7. This Agreement shall remain in force until the expiry of 24 (Twenty Four) months from the date of supply or delivery of all equipment under the Contract but notwithstanding herein or in the tender and acceptance forms contained, the Government shall not be bound to take the whole or any part of the estimated quantity herein or therein mentioned and may cancel the contract at any time upon giving one month's notice in writing without compensating the Supplier.

8. The Supplier has fully read, understood & shall abide by all the term and conditions as stipulated in Bidder document, failing which the Contract Agreement is liable to be terminated at any time without assigning any reason by the Maharashtra Medical Goods Procurement Authority, Mumbai.

9. Any change/amendments if required to be incorporated in the Agreement at a later stage shall be discussed & mutually agreed by both the parties and supplementary agreements shall be binding on both the parties and shall form the part of this agreement.

10. This Contract Agreement shall be governed by and construed in accordance with the laws of Republic on India.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier areas under:

Sr. No.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED*	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS
					As per the

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					supply order

*1. Actual quantity to be supplied may vary & will be strictly as per actual requirement.

2. Actual supply to take place only after & as per the supply order(s) issued by Maharashtra Medical Goods Procurement Authority, Mumbai from time to time.

Tender Document is a part & parcel of the contract.

4. All terms & conditions will apply as per Maharashtra Government Industries Department, Stores Purchase Rules issued vide Government Resolution no. 82 dated 1.12.2016 and other applicable Government Resolutions.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordancewith their respective laws the day and year first above written.

Signed, Sealed and Delivered by the Said. (For the

Authority) in the presence of:.....

Signed, Sealed and Delivered by the

Said..... (For the Supplier) In the

presence of….

Following documents to be submitted in original to this office

1. **Proof of all documents inclusive of all Appendices and Annexures of this RFP**

Address for communication:

Office of the ---
Chief Executive Officer,
Maharashtra Medical Goods Procurement Authority,
1st Floor, Aarogya Bhawan,
Near CSMT Railway Station,
Mumbai 400001 (Maharashtra)

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Annexure VII: Non-Blacklisting Affidavit

Undertaking for rates, specification, blacklisting status on Stamp paper duly notarized

AFFIDAVIT on Non-Judicial Stamp Paper of Rs. 500/-

(Original copy To be submitted to this office)

Undertaking for rates, specification, blacklisting status on Stamp paper duly notarized

Reference: Tender No. RRT-222 /MMGPA/ Reusable Capacity coupling current quality monitoring electrode with cautery Machine and Accessories

1. I/We undertake to provide the drugs/medicines/equipment's as required by Maharashtra Medical Goods Procurement Authority, Mumbai and there will be no deviation in composition, quality, packing etc.

2. The firm ……..(Name of the Firm) has not been found guilty of malpractices, misconduct or blacklisted/debarred/ deregistered for the quoted product by any department of Govt. of Maharashtra or by any local authority and semi Govt. organization and other State Government/Central Government's organizations/ procurement corporation as on the date of submission tender document for the quoted items."

3. The firm is not involved in any major litigation such as fraud, FEMA violations and any other civil or criminal proceedings that may have an impact of affecting or compromising the delivery of services as required under this contract.

Seal **Signature**

Date

Place

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Annexure VIII: Mandate Form

01	Company Name	
02	Postal Address of the company with Telephone No., Fax No. and Mail address	
03	Name of the Managing Director/ Director/Manager Mobile No./Phone No. E-mail address	
04	Name and designation of the authorized company official Mobile No./Phone No. E-mail address	

Bank Details

01	Name of the Bank Branch Name & Address; Branch Code No. Branch Manager Mobile No. Branch Telephone no. Branch E-mail ID	
02	9 digit MICR code number of the bank and branch appearing on the	

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	MICR cheque issued by the bank.	
03	IFSC code of the Branch	
04	Type of Account (Current/Savings)	
05	Account Number (as appear in cheque book)	

(Please **attach the original cancelled cheque** issued by your bank for verification of the above particulars)

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold Maharashtra Medical Goods Procurement Authority, Mumbai responsible for the same. I have read the conditions of tender / agreement entered and agrees to discharge the responsibility expected of me/from the company as a tenderer/ successful bidder.

Date: Company seal Signature

Place: (Name of the person signing & designation)

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY ARE CORRECT AS PER OUR RECORDS

Bank Seal with address Signature of the Authorized Official of the bank

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Annexure IX: Power of Attorney for signing of Bid

Know all men by these presents, We_____ (Name of the firm

and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), son/daughter/wife of and presently residing at _____, who is presently employed with us and holding the position of _____ , as our true and lawful attorney (hereinafter referred to as the "***Attorney***") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for qualification and submission of our Bid for [***] (Project) for the [***] (the "***Authority***") including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Pre-bid and other meetings/conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2_____

For

_____

(Signature, name, designation, and address)

Witnesses:

1.(Notarized)

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2.Accepted

_____

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder. For a Power of Attorney executed and issued overseas, the document shall also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

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Annexure X Technical specifications

Technical Specification of Reusable Capacity Coupling Current Quality Monitoring Electrode with Cautery machine

GMDN Name		Reusable Capacitive coupling current quality monitoring electrode with Cautery Machine and Accessories
1	Clinical purpose	Providing a safe and efficient return path for the electrical current used during electrosurgical procedures, preventing burns and ensuring patient safety
2	Used by clinical department/ward	Operation Theatres
3	**Technical characteristics (specific to this type of device)**	
	Reusable Capacitive coupling current quality monitoring electrode 1- Reusable Capacitive coupling current quality monitoring electrode made of viscoelastic polymer. 2- Should have Current limiting nature & hence eliminate Patient pad site burns 3- Should be based on Capacitive coupling principle 4- Should made of akton polymer 5- Can be used for all patient's weight >350 grams 6- Should be Radiolucent & latex free, no adhesive related irritation to patient skin. 7- USFDA/CE/BIS required for the reusable capacitive coupling current quality monitoring electrode 8- Should be compatible to any Electrosurgical generator 9- Size: 36" L x 20"W x 1/8"thickness Cautery Machine Microprocessor based IGBT Technology Tissue Response technology ISO 2001:2008, ISO 13485:2003, IEC 60601-1 High Crest factor Cardiac protection circuit Auto on facility for coagulation Endo cut facility Separate Mono polar / Bipolar system (Two different footswitch for both non polar & bipolar for simultaneous use of machine by two user)Louvers & fans for heat dissipation Any accessories compatible (Reusable accessories more prefer)Up gradation facility Less Thermal spread Component level machine manufacturing to avoid problem occurs in SMD level technologies due to service point of view Onsite repairable , component level servicing Stand by machine network at local area Lowest service, 1 Watt step for calibration Technical Specifications	

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	PURE CUT 400 W BLEND 1 250 W BLEND 2 200 W SPRAY 120 W FORCE 150 W SOFT 100 W BIPOLAR CAOG 80 W BIPOLAR CUT 80 W OPERATING FREQUENCY 350 Khz WEIGHT 6.8 KG DIMENSION 300mm X140mm X450 mm DISPLAY DIGITAL	
4	User's interface	Manual
5	Size	36” L x 20”W x 1/8”thickness
6	Mobility, portability	Portable
7	Atmosphere/Ambiance (air conditioning, humidity, dust)	Operating condition: Capable of operating continuously in ambient temperature of 5 to 50 deg C and relative humidity of 15 to 80% in ideal circumstances. 2) Storage condition: Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%.
8	User's care, Cleaning. Disinfection & Sterility issues	1) Disinfection: Parts of the Device that are designed to come into contact with the patient or the operator should either be capable of easy disinfection or be protected by a single use/disposable cover. 2) Sterilization not required.
9	Certificates	7- USFDA/CE/BIS required for the reusable capacitive coupling current quality monitoring electrode, Not for cautery machine
10	Warranty	Two Year

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Annexure XI: Compliance sheet for Technical Proposal

Compliance Sheet for Technical Specification of Reusable Capacity Coupling Current Quality Monitoring Electrode with Cautery machine

Sr.no	Technical specifications /composition of tender enquiry		Compliance on each parameter with detailed substantiation how the offered product meets the requirement. (Do not write simply yes or complied or as per licenses mentioned in the bid. If written then bid will be rejected)	Brand name (only For importer)	Medical devices/ import license	MSME/ SSE	Remarks, If any
A	B		C	D	E	F	G
	GMDN Name	Reusable Capacitive coupling current quality monitoring electrode with Cautery Machine and Accessories					
1	Clinical purpose	Providing a safe and efficient return path for the electrical current used during electrosurgical procedures, preventing burns and ensuring patient safety					
2	Used by clinical department/ward	Operation Theatres					
3	**Technical characteristics (specific to this type of device)**						
	Reusable Capacitive coupling current quality monitoring electrode						

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	1- Reusable Capacitive coupling current quality monitoring electrode made of viscoelastic polymer. 2- Should have Current limiting nature & hence eliminate Patient pad site burns 3- Should be based on Capacitive coupling principle 4- Should made of akton polymer 5- Can be used for all patient's weight >350 grams 6- Should be Radiolucent & latex free, no adhesive related irritation to patient skin. 7- USFDA/CE/BIS required for the reusable capacitive coupling current quality monitoring electrode 8- Should be compatible to any Electrosurgical generator 9- Size: 36" L x 20"W x 1/8"thickness Cautery Machine Microprocessor based IGBT Technology Tissue Response technology ISO 2001:2008, ISO 13485:2003, IEC 60601-1 High Crest factor Cardiac protection circuit Auto on facility for coagulation Endo cut facility Separate Mono polar / Bipolar system (Two different footswitch for both non polar & bipolar for simultaneous use of machine by two user)Louvers & fans for heat dissipation Any accessories compatible (Reusable accessories more prefer)Up gradation facility Less Thermal spread Component level machine manufacturing to avoid problem occurs in SMD level technologies due to service point of view Onsite repairable , component level servicing Stand by machine network at local area Lowest service, 1 Watt step for calibration Technical Specifications PURE CUT 400 W BLEND 1 250 W BLEND 2 200 W SPRAY 120 W					

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	FORCE 150 W SOFT 100 W BIPOLAR CAOG 80 W BIPOLAR CUT 80 W OPERATING FREQUENCY 350 Khz WEIGHT 6.8 KG DIMENSION 300mm X140mm X450 mm DISPLAY DIGITAL						
4	User's interface	Manual					
5	Size	36” L x 20”W x 1/8”thickness					
6	Mobility, portability	Portable					
7	Atmosphere/Ambiance (air conditioning, humidity, dust)	Operating condition: Capable of operating continuously in ambient temperature of 5 to 50 deg C and relative humidity of 15 to 80% in ideal circumstances. 2) Storage condition: Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%.					
8	User's care, Cleaning. Disinfection & Sterility issues	1) Disinfection: Parts of the Device that are designed to come into contact with the patient or the operator should either be capable of easy disinfection or be protected by a single use/disposable cover.					

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		2) Sterilization not required.					
9	Certificates	USFDA/CE/BIS required for the reusable capacitive coupling current quality monitoring electrode, Not for cautery machine					
10	Warranty	Two Year					

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Appendix XII: Place of delivery

(District wise place and address of all equipments)

Reusable Capacity Coupling Current Quality Monitoring Electrode with Cautery machine		
Sr. No.	Name of Institute	Quantity
1	Latur- Civil Surgeon	7
2	Nanded- Civil Surgeon	7
3	Osmanabad- Civil Surgeon	5
4	Pune- Civil Surgeon	5
5	Solapur- Civil Surgeon	7
6	Thane - Civil Surgeon	7
7	Washim- Civil Surgeon	5
8	Yeotmal- Civil Surgeon	7
Total		**50**

Signature

Date

Place

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Annexure-XIII: Self Declaration Affidavit (on Rs.500/- Stamp Paper)

I ..... age ..... address ..... (Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm ..... / authorized signatory and I am submitting the documents in envelope no.1 for the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below: -

a. I am liable for action under Indian Penal Code for submission of any false / fraudulent paper / information submitted in envelope no.1.

b. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.

c. I am liable for action under Indian Penal Code if any paper is found false / fraudulent during contract period and even after the completion of contract (finalisation of final bill).

(Signature of Bidder)

(Seal of company)

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Annexure-XIV: Manufacturer's Authorization Form

(Manufacturer's or Producer's Letter head)

To,
The Chief Executive Officer,
Maharashtra Medical Goods Procurement Authority,
1st Floor, Arogya Bhawan,
P.D' Mello Road, Mumbai- 400001.

WHEREAS (*Name of Manufacturer or producer*) (hereinafter, "we" "us") who is established and reputable manufacturer's or producers of (*name and/or description of Goods requiring this authorization*) having production facilities at *(Insert address of the factory)* do hereby authorize (name and address of Bidder) (herein after, the" bidder") to submit a bid, and sign the Contract with you against Request For Proposal ref no. *(Title and reference of RFP)* including the above goods produced by us.

We hereby extend our full guarantee and warranty for the above specified Goods described above in accordance with the terms and conditions of this Request for Proposal and Contract to be executed between the Bidder and Authority.

For and on behalf of the Manufacturer or Producer

Signed: _____

Date: _____

In the capacity of *(Title, position, or other appropriate designation)* and duly authorized to issue Authorization Form on behalf of *(Name of Manufacturer or producer)*

Note:

This Letter /form should be signed by a person competent and having the power of attorney/authority to legally bind the manufacturer. This should be included by the bidder in it's bid.

This Letter /form is required to be provided by Importer and Authorized Distributor.

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Annexure-XV: Format for EMD Bank Guarantee

To be submitted in original at MMGPA office

B.G. No. Dated:

1. In consideration of you, Maharashtra Medical Goods Procurement Authority, having its office at 1st Floor, Arogya Bhawan St. George's Hospital Compound, Near C.S.M.T. Railway Station, Mumbai - 400 001 Maharashtra (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the bid of ……(mention nature of entity and acts under which it is registered) and having its registered office at …… (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **Supply, Installation and Commissioning of Reusable Capacity Coupling Current Quality Monitoring Electrode with Cautery machine** (hereinafter referred to as "the Project") pursuant to the RFP Document dated …… issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at …… and one of its branches at …….. (Hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ……. (Rupees …….. only) as bid security (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

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3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. …… (Rupees ……. only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions

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contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. …… (Rupees ……..... only). The

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Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [……. (Indicate date falling 240 days after the Bid Due Date)].

Signed and delivered by ……. Bank

By the hand of Mr./Ms …….., its …….. and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

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Annexure-XVI: Format for Performance Security Bank Guarantee

To,
The Chief Executive Officer
Maharashtra Medical Goods Procurement Authority
1st Floor, Arogya Bhawan
P. D'Mello Road, Mumbai- 400001

Dear Sirs.

Whereas you intent to enter into a contract, as per your Letter of Intent, Reference No. _____ dated _____(Hereinafter referred to as "the contract") with M/s _____ as vendor for the supply of_____ defined in contracts schedule, (hereinafter referred to as "the goods / services") and whereas the vendor has undertaken to produce a performance cum warranty bond for amount of Rs _____ being equal to 3% of the total contract value of the goods / services to be delivered as specified contract No _____dated _____ referred to as "contract to secure its obligations to the beneficiary with respect to the goods specified in the invoice.

1. We _____ (Name of the Bank), hereby expressly, irrevocably, and unreservedly undertake and guarantee as principal obligators on behalf of the Seller that in the event that the beneficiary submits a written demand to us stating that the Seller has not performed according to the terms and conditions of the contract, we will pay you on demand and without demur any sum up to a maximum amount of (3% of the contract value). Any claims must bear the confirmation of your bankers that the signatures thereon are authentic. Your written demand shall be conclusive evidence to us that such written demand. For the avoidance of doubt any documents received by way of facsimile or similar electronic means is/are not acceptable for any purpose(s) under this guarantee.
2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between beneficiary and the seller or any forbearance whether as to payment, time performance or otherwise.
3. In no case shall the amount of the guarantee be increased.
4. Unless a demand under this guarantee is received by us in writing on or before the expiry dates (unless this guarantee is extended by the seller), all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
5. This guarantee shall be a continuing guarantee (which means guarantee will also be valid if the bank is in under liquidation or bankruptcy) and shall not be discharged by any change in the constitution of the bank or in the constitution of the Seller.
6. Please return this letter of guarantee immediately after our liability thereafter has ceased to be valid.
7. Our liability under this guarantee will cease to be valid even if the guarantee deed is not returned to us.
8. This guarantee is personal to the beneficiary and not assignable to a third party without our prior written consent.
9. This guarantee shall be governed by Indian Law. This guarantee is valid until (Insert date in dd/mm/yyyy)

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Signature and Seal of Guarantors _____

Date _____

Address: _____ _____

(Signature of Bidder)

(Seal of company)

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Appendix II: Commercial Proposal Templates

II. General

The Bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal (Envelop - 2).

Annexure XVII: Letter comprising the Commercial Bid

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Annexure XVII: PART I

Letter comprising the Commercial Bid

PRICE BID FOR THE CURRENT TENDER) ***(To be kept in Envelope No. 2)***

Item Description	Unit	Qty	Ex-factory cost per unit (In Rs.)	GST applicable for Govt. Supply (In Rs.)	Other incidental charges (Please specify) (In Rs.)	Total landed cost per unit (4+5+6) (In Rs.)	Total Cost Rs. (3x7)
1	2	3	4	5	6	7	8
Reusable Capacity Coupling Current Quality Monitoring Electrode with Cautery machine	Nos.	**50**					

Total tender price (in words .....)

The price should be quoted only in Indian currency Note:

In case of discrepancy between unit price and total price, the unit price shall prevail. Only total landed cost per unit considered for rate comparison **(column No.7)**

L1 will be decided based on price entered in https://mahatenders.gov.in. **site.**

Signature of the Tenderer

Name

Designation

Business address

To be uploaded in the form of Excel

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Annexure XVII: PART II

(Statement showing comparative prices offered by the tenderer in other tenders of the same product)

ONLY FOR ADDITIONAL INFORMATION AS TO RATES OFFERD BY THE TENDERER IN VARIOUS OTHER TENDERS.

Please mention quoted rates of above item of different years for All equipments

Sr. No.	**Financial Year**	**Unit**	**Unit Price offered in other Bids/ Tenders/Rate contracts (in Rs.)**
1.	**2023-24**		
2.	**2024-25**		
3.	**2025-26**		

Additional rows for information of other years can be inserted.

Signature

Seal

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Annexure-XVIII Checklist

Make and Model with country of origin

Sr. No.	Equipment Name	Make	Model	Country of Origin
1	Reusable Capacity Coupling Current Quality Monitoring Electrode with Cautery machine			

2.Documents Checklist

Sr. No.	Documents	Submitted	Not Submitted
1	Tender Fees		
2	EMD		
3	Legal Entity Document		
4	Manufacturer/Importer/Authorized Distributor		
5	Manufacturer's Authorization (Annexure XIV)		
6	Manufacturing License		
7	DPIIT (Foreign Border)		
8	Product used in country of origin		
9	Import Export Certificate for imported equipments		
10	Affidavit of import for last three years imported equipments		
11	Letter comprising Technical Bid (Annexure 1)		
12	Pre-qualification compliance (Annexure II)		
13	Proforma for Production and sale Statement (Annexure III)		
14	Annual Turnover and positive net worth Certificate (Annexure IV)		
15	Supply orders in past 3 years (Govt/State/Pvt)		
16	Details of Manufacturing Unit (Annexure V)		
17	Production capacity		
18	Non-Blacklisting affidavit (Annexure VII)		
19	Mandate Form (Annexure VIII)		

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20	Power of Attorney (Annexure IX)		
21	Technical Specifications (Annexure X)		
22	Technical Compliance (Annexure XI)		
23	Brochure / Product Literature		
24	Delivery Place Acknowledgement (Annexure XII)		
25	Self-Declaration Affidavit (Annexure XIII)		
26	Two Service Centres in Maharashtra		
27	GST Registration		
28	PAN		
29	MSME Certificate		
30	EM II for medium Enterprises		
31	BIS/CE/USFDA certificate		
32	CDSCO		
33	ISO 13485		
34	Installation Prerequisites		

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