



**DIRECTOR OF HEALTH SERVICES , MAHARASHTRA**

Government of Maharashtra

(Procurement Cell)

*ArogyaBhavan1st Floor,*

*St.George's Hospital Compound,*

*Near C.S.T.Station,Mumbai-400 001.*

*Maharashtra State*

Website : <http://mahatenders.gov.in>, <http://arogyamaharashtra.gov.in>

*Email: procurementcell@gmail.com*

*Phone : 022-22631831/22651026,*

**Fax : 022-22625799**

Tender for supply of

**Laser console**

**Not Transferable**

**E Tender No.E-153/DHS/DEIC/Laser console/P.C/2016-17.**

Issued to M/s.....

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

**E Tender No.E-153/DHS/DEIC/Laser console/P.C/2016-17.**

Jt. Director of Health Services,(Procurement Cell) Mumbai on behalf of Govt. of Maharashtra invites e-tenders in two envelope system from the Manufacturers, 100% Subsidiaries OR Sole Distributors for Imported items, for the purchase of following items.

<b>Sr. No.</b>	<b>Description</b>	<b>Quantity</b>
1.	<b>Laser console</b>	1

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

**TENDER SCHEDULE**

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

Date of commencement of sale of : 01/03/2017 to 20/03/2017 10:00AM to 14:00PM

Tender document/Download

Date of pre-bid meeting : 06/03/2017 at 14:00PM.

Last date for sale of tender document : 20/03/2017 upto 14:00PM

Bid preparation Period : 01/03/2017 to 20/03/2017 10:00AM to 14:00PM

Closing of Bid (By Department) : 20/03/2017 upto 14:00PM

Time for submission of tender : 01/03/2017 to 20/03/2017 10:00AM to 14:00PM

Date and time of opening of Envelope No.1 : 21/03/2017 at 14:01 PM

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

A complete set of tender documents may be purchased by interested eligible tenderer upon online payment of a non-refundable fee of Rs.3000/- (Three thousand only). Bidder has to pay **online payment of tender fee through gateway in A/c of “Jt. Director of Health Services, (Procurement Cell) Mumbai” as per duration in time schedule of e-tender procedure.** Government under taking firms, Micro and Small-scale Industries registered as a manufacturer under Micro & Small, Medium Industries Development Act, 2006, are exempted from submission of tender fee for quoted item.

The tenders shall be rejected summarily upon failure to follow procedure prescribed in the Tender document. The conditional tender is liable to be rejected.

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

**(Dr.B.D.Pawar)**  
**Joint Director of Health Services**  
**(Procurement Cell) Mumbai**

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## TERMS AND CONDITIONS

1. **Introduction**
  - 1.1 The Joint Director of Health Services (Procurement Cell), Mumbai, hereinafter referred to as a “Purchaser “ invites online tender in two Envelope systems for supply of item specified in **Annexure-A** Schedule of Requirements, for the use in Govt. health facilities in the Director of Health Services, Maharashtra.
  - 1.2 **Interested eligible Tenderer may obtain further information of technical specification, required quantities and other terms and conditions applicable for procurement of item from Government of Maharashtra E-tendering website <http://mahatenders.gov.in>, (Public Health Department) & our website :<http://arogya.maharashtra.gov.in>**
  - 1.3 All tender related activities (Process) like Tender Document Download, Tender Preparation and Hash submission, Tender submission and submission of EMD and other documents will be governed by the time schedule.
  - 1.4 All activities of this tender are carried out **online** on Website <http://mahatenders.gov.in>. The tender document is uploaded/Released on Government of Maharashtra, (GOM) e-tendering website <http://mahatenders.gov.in>, and has to be downloaded as well as filled up and submit **online only**. Tenderer are required to submit online tender cost amounting to Rs. 3000/- (Three thousand only). (Non-refundable) through online payment gateway in A/c of “**Jt. Director of Health Services, (Procurement Cell) Mumbai**”. In no case, the tender cost/fee should be mixed with EMD amount. Tender shall liable to be rejected summarily upon failure to follow procedure prescribed in the Tender document
  - 1.5 The quantities mentioned in the Tender are only approximate estimated quantities. The Joint Director (Procurement Cell) reserves the right to increase or decrease the quantities, to be purchased without assigning any reason thereof.
  - 1.6 **If any tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, information etc. The tenderer has to submit the complaint before price bid opening along with deposit of Rs.50,000 (Rupees Fifty Thousand only ) in the form of Demand Draft drawn in favour of Jt. Director of Health Services (Procurement Cell) Mumbai, Maharashtra payable at Mumbai in terms of deposit. This issue will submit to Central Purchase Committee along with facts. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true by the Central Purchase Committee. However, if the complaint found to be false and malafide the deposit will be forfeited. No interest shall be paid against this deposit. Any complaint received after price bid opening will not be entertained.**
2. **Eligibility criteria for this Tender :**
  - 2.1 Manufacturers , 100% Subsidiaries OR Sole Distributors for imported items, who qualify the tender conditions and qualification criteria are eligible to participate and submit their offer against this tender invitation. Manufacturer in all the case must have own factory and Manufacturing license issued by respective statutory authority. PAN registration documents attested copies and a Certificate from Chartered Accountant showing revenue income receipts on **Medical equipment during 1<sup>st</sup> April, 2015 to 31<sup>st</sup> March 2016 . Distributors/ Suppliers/ Agents /Authorized dealers are not eligible to Participate in this tender.**

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

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

- i) Authority letter of the original manufacturer stating that the tendering firm is wholly owned Indian subsidiary of manufacturer .
- ii) Valid IEC code for other Products
- iii) Bankers certificate
- iv) Bill of entries to access that the product is imported in India since last 3 years
- v) Original manufacturer's certificate that the product is being used in country of origin

2.2 The minimum annual turnover of the bidder shall be as indicated below for the period of past three years i.e. 2013-14, 2014-15 & 2015-16 to qualify per year. This is applicable for Schedule as a whole.

Sr. No.	Description	Turnover in Rs
1.	<b>Laser console</b>	15,00,000/-

2.3 Tenderer shall produce Certificate from Chartered Accountant for Annual turnover of last 3 years of 2013-14, 2014-15 & 2015-16 in the format given in **Annexure -3**.

2.4 Tenderer shall produce Audited Balance Sheet and Profit and Loss Accounts for last three years i.e. 2013-14, 2014-15 & 2015-16 certified by the Auditor.

2.5 The eligible Bidder must submit particulars of quantity of the **past supplies** made as per the performance statement Format provided in the tender document without any alteration, during the last Three calendar years, out of this **at least 25 % quantity for same or similar Product** as specified in the Technical Specification and in the Schedule of Requirements & must have been supplied in any one of the last 3 (Three) calendar years, 2 (Two) months before the date of tender opening to be eligible & to qualify for evaluation.

2.6 Satisfactory Performance Certificates for the quantity of at least 25% quantity as per schedule of requirements must be submitted issued from their end users or clients with no adverse reports, These certificates shall be from clients / end users where supplies were made at least 6 (six) months before the date of tender opening and existing in the performance statement above. Client certificate may be substituted by bank transaction statement ledger's notarized copy on payments from same clients as per statement submitted in above clause no. 2.5 for conformity.

2.7 Technical specification parameter feature wise item by item compliance is mandatory. Technical compliance on each word/line/paragraph wise explained & substantiated with full particulars and shall be supported by quality Conformance test reports of the offer product(s).

2.8 Brief compliance on item by item parameter using words like: "... Will be provided /As per BIS/Complied/As per specifications/Available /As per Literature / As per tender / As per requirements & copy typing the tender specifications as compliance or similar " are not acceptable and that bid shall be categorized as incomplete and rejected.

2.9 Tenders are not allowed from manufacturer for the product (s) for which the Firm found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations. No guarantee is given for issue of order of total quantity mentioned in the tender document. The bidder has to supply quantity as may be ordered by the Direct Demanding Officers during the currency of the contract.

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

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

**3. Cost of bidding**

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

**4. Clarification of tender document**

A prospective tenderer requiring any clarification of the tender document shall contact the Purchaser by letter or email 10 days prior to last date & time of closing sale of tender. Email ID – [procurementcell@gmail.com](mailto:procurementcell@gmail.com) For e-tendering process related Queries can be sent on email – [eproc.support@mahatenders.gov.in](mailto:eproc.support@mahatenders.gov.in) / Help : The 24 x 7 Toll Free Telephonic Help Desk number 1800 – 3070-2232. / Mobile : + 91-7878107985, +91-7878107986, +91-7878007972 and +91-7878007973 prospective tenderer's requiring any clarification after this last date will not be entertained

**5. Amendment of tender document**

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

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

5.3 Information about those who have purchased the tender documents will be placed on website.

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

**6. Submission of tenders:**

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

Tender should be submitted through website <http://mahatenders.gov.in> and Online only in two envelopes i.e. Technical Bid in envelop no.1 & Commercial bid in Envelop no. 2. The EMD as required in the tender documents should invariably be submitted on line only.

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

**6.1 Late tender offers:**

Late tender fee, EMD, or other papers to be submitted on or before sale close of tender on any count shall be rejected summarily. Delay due to Post or any other reason (fore.g. : electricity/internet/etc.) will not be condoned.

**6.2 Envelope No. 1 (Technical Bid):**

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

**FOLLOWING DOCUMENTS ARE MANDATORY & SHOULD BE ENCLOSED  
IN SEQUENCE & ORDER.**

(Technical Bid): Technical offer must be submitted.

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

1. Tender Form as per Annexure-1.
2. The instruments such as power of attorney, resolution of board etc. authorizing an officer of the tenderer .
3. Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser.
4. Attested photocopy of factory licence/ Manufacturing license issued by respective State Government for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. If quoted item is manufactured at different places, Manufacturing License & Performance certificate from all such places from respective Authorities should be enclosed. However Loan Licensee is not allowed.
5. Past performance of the same or similar product in the tender for having manufactured and marketed for last three years in the format given in **Annexure-2** supported by copies of purchase orders and satisfactory certificates issued by the clients for major supplies.
6. Technical compliance of the offered product as per **Annexure-B**.

**Annexure B Technical specification compliance: Compliance on each parameter with detailed substantiation how the offered product meets the requirement. (Do not write simply Yes or Complied or As per BIS/CE/ISO terms is not allowed if written then bid will be rejected.)**

7. Annual turnover statement for last 3 years 2013-14, 2014-15 & 2015-16 in the format given in **Annexure -3** certified by the Chartered Accountant.
8. Copies of Balance Sheet and Profit and Loss Accounts for last three years i.e. 2013-14, 2014-15 & 2015-16 certified by the Auditor.
9. VAT Registration certificate
10. VAT Clearance Certificate up to 31st March 2016 or the latest copy of the VAT return submitted.
11. **Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractices, misconduct, or blacklisted/debarred for the quoted product by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government /Central Government organization in the past three years for the quoted item.**
12. Affidavit on non-judicial stamp paper of Rs. 100/- regarding acceptance of
  - i) Warranty, AMC/CMC and spare parts as per clause 22.
  - ii) **To be submitted to this office on or before sale close of tender.**

13. Attested copy of valid registration made by manufacturer for offered Product under Micro and Small-scale Industries registered as a manufacturer under Micro & Small, Medium Industries Development Act, 2006 should be submitted, if applicable. If firms of any of these Small Scale Industries categories wish to enjoy any preference declared by Maharashtra Government Resolution under which they are entitled for preferences should be submitted along with Registration Certificates failing which they shall be treated at par with other tenderers. This preference shall invariably be applicable to the manufacturers for the specific product as per technical specifications of this tender.

14. Manufacturer's complete information and evidential documents on ownership & existing of typical Processing & manufacturing Machinery requirement for quality assurance of product as per Tender Technical requirements must be submitted (as per format in **Annexure-4** provided in the tender document) for goods and quality control employed by the manufacturer (Use extra sheet, if required)



15. Other relevant documents required as per tender terms & conditions.

16. **Sample:** – Sample will be called for demonstration within a week from responsive bidders after evaluation of Envelope No.1. The venue for demonstration will be Mumbai/Pune. Bidder will be given 48 hours' notice for bringing samples for Demonstration. If the sample fails to conform the technical specifications such tenderer's envelope no. 2 will not be opened.

**17. The Govt. orders issued by industries department & Public Health Department, Govt. of Maharashtra time to time will be applicable to this tender.**

**6.3 Envelope No. 2 (Price bid):**

(a) All Commercial offers must be submitted online at <http://phd.maharashtra.etenders.in> as per the instructions on the portal.

(b) Rates should be quoted in the Price Schedule Annexure-5 only.

(c) Tenderer are strictly prohibited to change/alter specifications or unit size given in Annexure-A Schedule of requirements while quoting.

**7. Deadline for submission of tenders**

7.1 For Submission of tender tenderer must complete the online bid submission stage as per online schedule of the tender.

7.2 The Purchaser may, at his discretion, extend the deadline for the submission of tenders by amending the tender document in which case all rights and obligations of the Purchaser and Tenderer previously subject to the deadline will thereafter be subject to the deadline as extended.

7.3 Offers not submitted online will not be entertained.

**8. Opening of tender:**

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

**8.1 Opening of Envelope No.1 (Technical bid)**

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

**8.2 Opening of Envelope No.2**

**This envelope shall be opened as per e-tendering procedure after opening of Envelope No.1 (Technical bid). Likely date and time of price bid opening will be forth working day after completion of technical scrutiny. In case of change in time and date, the changed time and date will be communicated via e-mail by the Purchaser separately to the eligible tenderers of Envelope No. 1.**

**9. Period of Validity of tenders:**

9.1 The tenders shall remain **valid for a period of 120 days** after the date of opening of Envelope No. 1 (Technical bid). A bid valid for a shorter period shall be rejected.

9.2 Prior to the expiration of the bid validity the Purchaser may request the tenderer to extend the bid validity for the period as required by the Purchaser.

**10. Earnest Money Deposit:**

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

10.2 The EMD shall be submitted online in favour of Jt. Director of Health Services (Procurement Cell) Mumbai.

10.3 Manufacturer Firms who are registered for offered product under Government under taking firms, Micro and Small-scale Industries registered as a manufacturer under Micro & Small, Medium Industries Development Act, 2006 will be granted exemption from payment of EMD in respect of tender item as specified in the technical specifications is mentioned in the registration certificate & EM part II which has been produced for exemption.

- 10.4 The tenders submitted without EMD will be summarily rejected.
- 10.5 Unsuccessful tenderer's EMD will be discharged/returned within a period of 30 days after award of contract to the successful bidder.
- 10.6 Tenderer shall not be entitled for any interest on EMD /Security deposit.
- 10.7 The successful tenderer's EMD will be discharged after signing the Contract and submitting the security deposit as stipulated.
- 10.8 The EMD shall be forfeited:
  - a) In case the tenderer quotes prices higher than MRP.
  - b) Tenderer fails to accept the purchase order.
  - c) If a Tenderer withdraws its tender during the period of bid validity as specified in the Tender.
  - d) In case of a successful Tender, if the tenderer fails:
    - (i) To sign the Contract in accordance with terms and conditions or.
    - (ii) To furnish security deposit as per tender clause 15 .

## **11. Prices**

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

## **12 Technical specifications:**

- 12.1 The Tenderer shall carefully read and understand the technical specifications, quality requirements, packing, applicable standards, Acts & Rules including the Mandatory requirement for substantiation of their compliance without deviating from tender requirements.
- 12.2 Columns provided next to Technical specifications where each parameter wise compliance must be filled up with full details i.e. Make, Technical compliance on each word/line/paragraph wise explained & substantiated with full particulars and shall be supported by quality Conformance test reports of the offer product(s)
- 12.3 Brief compliance on item by item parameter using words like: "... Will be provided /As per BIS/Yes/Complied/As per specifications/Available /As per Literature / As per tender / As per requirements & copy typing the tender specifications as compliance or similar " are not acceptable and that bid shall be categorized as incomplete and rejected.

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

### **13 Evaluation of tenders:**

13.1 After opening of Envelope No. 1 (Technical bid), on the scheduled date, time and venue, the Purchase committee shall examine the contents of the tenders received online through e-tendering process along with all prescribed mandatory documents.

13.2 The Purchase committee shall scrutinize the documents mentioned above for its eligibility, validity, applicability, compliance and substantiation including post qualification criteria stipulated in tender document.

13.3 The Purchase committee shall also analyse that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.

13.4 The technical scrutiny shall be on the basis of submitted substantiation documents and Rules including allied standards of BIS codes as applicable.

13.5 Any tender during the evaluation process do not meet the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation. However, the tenderer can check their tender evaluation status on the website.

13.6 Tenders which are in full conformity with tender requirements and conditions shall be declared as Eligible Tender for opening Envelope no. 2 in the website and Envelope No. 2 (Commercial bid) of such tenderer shall be opened later, on a given date and time.

13.7 Each item will be evaluated separately.

### **14. Post Qualification:**

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

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

### **15. Security Deposit & Contract Agreement**

15.1 The successful tenderer shall furnish the security deposit to the Purchaser within 15 days from the date of communication of Acceptance of Tender for an amount of 3% of the contract value, valid up to 60 days after the date of completion of warranty obligations and enter into Contract Agreement on Rs. 100/- non-judicial stamp paper. The cost of Stamp paper should be borne by the tenderer. In the event of any replacement of defective goods during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of two years and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty.

In case the tenderer quotes prices higher than MRP or/and fails to supply the goods consistently the tenderers will be declared as a Fraudulent and defaulters.

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

b) The tenderers Security Deposit in the form of Bank Guarantee will be forfeited.

c) The tenderer will be debarred from participating in the tender for next three years.

15.2 The Security Deposit should be in the form of Bank Guarantee in favour of the 'Jt. Director of Health Services (Procurement Cell) Mumbai' payable at Mumbai from any Nationalized or Scheduled bank (**Annexure-6**).

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

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

termination of the contract or in any event as the Purchaser thinks fit and proper.

**16. Award of contract:**

- 16.1 The Purchaser will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined as lowest evaluated tender, provided further that the tender is determined to be qualified to perform the contract satisfactorily . The Purchaser will place supply orders on staggered basis, if necessary, during the contract period to the lowest evaluated responsive tenderer and will be governed by all the terms and conditions stipulated in the tender document.
- 16.2 The Purchaser reserves the right to increase or decrease the quantity to be purchased and also reserves the right to cancel or revise or any of the all the tenders or part of tenders without giving any reasons thereto with no cost to the Purchaser.
- 16.3 **The successful tenderer who is liable for award of contract should submit demand draft amounting to 1.5 % of order value to meet expenditure of tender processing i.e. publicity charges, experts honorarium, stationary charges etc.of sample testing fee and other incidental expenditure.**

**17. Period of Contract:**

The period of contract shall be Oneyear from the date of execution of the contract

**18. Delivery Period & Place of delivery :**

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

**19. Liquidated damages:**

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

**19.1 Fall Clause:**

It is a condition of the contract that all through the currency thereof, the price at which youwill the supply stores should not exceed the lowest price charged by you to any customerduring the currency of the rate contract and that in the event of the prices going down below the rate contract prices you shall promptly furnish such information to us to enabletoamend the contract rates for subsequent supplies.

**20. Risk Purchase:**

The contractor fails to deliver the stores of any instalment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the Government is entitled to cancel the contract and repurchase the stores not delivered at the risk and cost of the defaulting contractor. In the event of such a risk purchase, the defaulting contractor shall be liable for any loss which the Government may sustain on that account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of default to deliver the stores by the stipulated delivery period,within six months from the date of such default and in case of repudiation of the contractbefore the expiry of the aforesaid delivery, within six months from the date of cancellationof the contract.In addition to action above, the purchaser may debar the defaulting supplierfrom future orders, for maximum period of 3 years. In any case the supplier will stand debarred for future contracts for the period till extra expenditure on account of cancellation and repurchase in terms of action above is paid by the supplier or recovered from his billfor supplied goods against any orders with the purchaser or his authorized consultants /agents.

## **21. Inspections and tests**

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

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

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

## **22. Warranty**

22.1 The warranty shall remain valid for **24 months** from the date of installation at consignee destination.

22.2 The Supplier should submit the written warranty that all goods supplied under the Contract are of the most recent or current models and that they incorporate all recent improvements in design and materials provided in the Contract.

22.3 The Purchaser shall have the right to make claims under the above warranty after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, within the period of 15 days replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.

22.4 If, after being notified that the defect has been confirmed pursuant to above clause, the Supplier fails to replace the defective Goods within the period of 15 days the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage, in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.

### **22.5 Annual maintenance Contract & CMC**

(a) The tenderer will have to agree to enter into comprehensive maintenance contract (CMC) @ 5% of the ordered value of the equipment for the period of 5 years after completion of Warrantee Period.

(b) Tenderer will have to agree for Annual Maintenance Contract (AMC) @ 0.5% in Mumbai and 1% in other area after completion of CMC period.

(c) The Supplier will have to submit the Bank Guarantee from Nationalized/Scheduled Bank for the amount of AMC/CMC value. In case of non-compliance of AMC/CMC obligations, the tenderer will be liable to pay a penalty as appropriate including blacklisting. Such Penalty shall be recovered from the amount of Bank Guarantee submitted.

(d) Payment for AMC/CMC on yearly basis will be made by the end user at the end of year after satisfactory performance report.

### **22.6 Spare Parts**

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

a. Such spare parts as the Purchaser may elect to purchase from the Tenderer, providing that this election shall not relieve the Tenderer of any warranty obligations under the Contract and

b.

c. In the event of termination of production of the spare parts :

- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements and
- ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts if requested.
- iii) Free maintenance services shall be provided by the Tenderer during the period of warranty. After warranty period, annual maintenance and repairs of the equipment including supply of spares etc. (except consumable items) for next 60 months will be done by the Tenderer.
- iv) The maximum response time for maintenance complains from any of the destination specified in the schedule of requirements (i.e. time required for tenderer maintenance engineers to report to the installations after a request call/telegram/fax/email made or letter is written) shall not exceed 96 hours.

**23. Force Majeure:**

“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 or 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 non-performance 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 the 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 if 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 thereof 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.

**24. Confidentiality**

Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a Contract shall not be disclosed to tenderer or any other persons not officially concerned with such process until the notification of Contract award is made.

- 24.1 Any effort by the tenderer to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

**25. Payment**

- The 80% Payment shall be made upon submission of following documents:
  - (i) 3 copies of supplier's invoice.
  - (ii) Receipt certificates issued by the consignees.
- The balance 20% Payment shall be made after installation of equipment.

- 25.1 The purchaser shall have every rights to deduct the pending dues on account of loss, compensation, or any remedial action in monetary terms from the said payment. The supplier shall not agitate the said issue in future.

**26. Corrupt or Fraudulent Practices**

- 26.1 The Purchaser as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.

- 26.2 “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.
- 26.3 “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of purchaser and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- 26.4 “Collusive practice” means a scheme or arrangement between two or more tenderer, with or without the knowledge of the Purchaser, designed to establish tender prices at artificial, non competitive level; and.
- 26.5 “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- 26.6 “The Purchaser will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question;.
- 26.7 The Purchaser will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.
27. Please see “**Rider A**”
- 27.1 Resolution of dispute:**  
In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.
- 27.2 Arbitration:**  
In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator (insert name and designation of the officer), Government of Maharashtra. The award passed by the sole Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made hereunder.
- 27.3 Governing Language:**  
English language version of the contract shall govern its interpretation.
- 27.4 Applicable Laws:**  
The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.
- 27.5 Indemnification:**  
The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the purchaser in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.
- 27.6 Jurisdiction**  
All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.
- 27.7 Saving clause**  
No suits, prosecution or any legal proceedings shall lie against the Joint Director of Health Services (Procurement Cell), Mumbai or any person for anything that is done in good faith or intended to be done in pursuance of tender.

## Annexure-A

### Schedule of Requirements: Laser console

Sr. No	Item description	Quantity	Tender Fee	EMD In Rs.	Annual Turnover (inRs.)	Amount of Bankers Certificate (In Rs)
1.	<b>Laser console</b>	1	3000/-	50,000/-	15,00,000/-	5,00,000/-

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

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



## Consignee destination list for Laser console

Sr.No	Name of Consignee	Qty.
1	Civil surgeon, Civil hospital, Pune	1

**Annexure-B**

**TECHNICAL SPECIFICATIONS OF Laser Console.**

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

Sr. No.	Technical specifications/ composition of tender enquiry Laser Console	<b>Compliance on each parameter with detailed substantiation how the offered product meets the requirement. (Simply writing as YES/ Complied/ As per BIS/CE/ISO terms is not allowed)</b>	<b>Remarks, if any</b>
	Specification for Frequency doubled YAG (Diode Green Laser)		
<b>A</b>	<b>Console:</b>		
1.	Laser type should be frequency doubled Nd-YAG laser, Diode pump solid state technology		
2.	Wavelength should be 532 nm.		
3.	Maximum power at cornea should be 1.5 w.		
4.	Intensity (Power) should be 50 to 1500 mw.		
5.	Pulse duration:- a) Single pulse should be 10 to 2500 ms, continuous wavelength(cw). b) Multisport should be adjustable, 20-50 ms.		
6.	Auto pause adjustment should have 100-3000 mspulse interval.		
7.	Spot size should be adjustable, 50-1000microns.		
8.	Aiming beam should be Diode LASER (620 to 650nm approximately).		
9.	The system should have touch screen or touch pad to control patterns and LASER parameters.		
10.	Delivery system should be a) LIO and b) Endo delivery system		
11.	The system should have Thermoelectric cooling system or equivalent.		
<b>B.</b>	<b>Laser indirect Ophthalmoscope Delivery system (LIO)</b>		
1.	Laser fibre of length at least 4 meter should be provided.		
2.	Halogen/LED illumination system should be available.		
3.	Built in safety filter should be available.		
4.	Adjustable pad for proper mounting of LIO on user's head should be provided.		
5.	Carrying case should be provided for LIO.		
6.	Bracket for mounting the LIO on the wall should be		

	provided		
7.	20 Diopter lens should be provided : Quantity 1		
8.	30 Diopter lens should be provided : Quantity 1		
9.	In case of halogen illumination system 5 extra lamps should be provided.		
<b>C.</b>	<b>Endo delivery system</b>		
1.	23 G Curved Endo laser probe should be provided: Quantity 2.		
2.	Safety filter for mounting in the surgical microscope during use of endolaser probe should be provided, they should be compatible with Surgical microscopes.		
D	Online UPS should be provided : 1 KVA		
E.	It should be CE Certified(Should be from Notified Body)/ USFDA approved.		
F.	Technical support, required spares and consumable should be assured for warranty period and after warranty period over.		
G.	Demonstration of coated model is compulsory.		
H.	Power supply: 230 v+/- 15%, 50 Hz +/-3%		
I.	Service training to Biomedical engineers and operational training to user department should be given.		
J.	Operating and detail service manual in English language should be provided.		
K.	Operating Temperature : 40degree C.		
L.	Storage temperature : 60 degree C.		
M.	Relative humidity: Up to 90%non- condensing.		

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

ANNEXURE -1

**Tender Form**

To  
The Joint Director of Health Services (Procurement Cell)  
Directorate of Health Services  
1<sup>st</sup> Floor, ArogyaBhavan,  
Mumbai 400 001.

Dear Sir

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

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

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

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

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign this bid for and on behalf of \_\_\_\_\_

**Signature & stamp of tenderer**

**Note : This form must be signed & Stamped in original to be submitted to this office along with 2 affidavits on or before sale close of tender.**

**Annexure-2**

**PROFORMA FOR PAST PERFORMANCE STATEMENT  
(For a period of last 3 Years) i.e. 2013-14, 2014-15 & 2015-16.**

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

Note:-

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

**ANNEXURE -3**

**ANNUAL TURN OVER STATEMENT FOR THREE YEARS**

2013-14, 2014-15 & 2015-16.

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

<b>Sr. No.</b>	<b>Year</b>	<b>Turnover Rs.</b>
1		
2		
3		

**Date :-**

**Seal**

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

## Annexure-4

### Proforma For GOODS / AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER

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

NAME OF THE BIDDER...

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

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

**Signature and seal of the Manufacturer**

**Annexure-5**

**PRICE SCHEDULE FOR Laser console**

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

Total tender price(in words) \_\_\_\_\_

Note:

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

**Signature of the tenderer**

**Name**

**Designation**

**Business address**

**To be uploaded in the form of PDF**



**ANNEXURE - 6**  
**SECURITY DEPOSIT FORM**

To: (Name of Purchaser)

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

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

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

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

This guarantee is valid until the .....day of.....200.....

Signature and Seal of Guarantors

.....  
.....  
Date.....200.....  
Address.....  
.....

*Annexure- 7*

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

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

(Signature)

For the Bank

**Note :-**

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

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

<b>Sr. No.</b>	<b>Documents Submitted</b>
1	<b>Annexure B Technical Compliance.</b>
2	Annexure-2 (PAST PERFORMANCE STATEMENT) along with copies of supply orders and clients satisfactory certificates
3	Annexure-3(ANNUAL TURNOVER STATEMENT)
4	Annexure-4(GOODS QUALITY CONTROL EMPLOYED)
5	Audited Balance Sheet 2013-14, 2014-15 & 2015-16.
6	Power of attorney, resolution of board etc. authorizing an officer of the tenderer
7	Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser
8	Attested photocopy of manufacturer's factory licence for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license
9	VAT Registration certificate
10	VAT Clearance Certificate up to 31 March 2016 or the latest copy of the VAT return submitted
11	Attested copy of valid registration made under Micro and Small-scale Industries registered as a manufacturer under Micro & Small, Medium Industries Development Act, 2006 should be submit, if applicable
12	E M II certificate to be submitted in case of SSI. CSPO, NSIC.
13	<u>ADDITIONAL INFORMATION RELATED TO TENDER</u>

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

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

<b>Sr. No.</b>	<b>Documents Submitted</b>
1	Annexure-1 (Tender Form) duly signed & stamped
2	Tender Fee Online ( Software generated receipt)
3	E M D To be paid online through net banking ( Software generated receipt ) / SSI Registration for item quoted / NSIC registration for item quoted in case of EMD exemption
4	Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractices, misconduct, or blacklisted/debarred for the quoted product by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government organization in the past three years for the quoted item.
5	Affidavit on non-judicial stamp paper of Rs. 100/- regarding acceptance of Warranty, AMC/CMC and spare parts as per clause 22.

## RIDER A

### 27. RESOLUTION OF DISPUTE

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

### 28. ARBITRATION

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

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

### 29. GOVERNING LANGUAGE

English language version of the contract shall govern its interpretation.

### 30. APPLICABLE LAWS

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

### 31. INDEMNIFICATION

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