



सत्य मेव जयते

Price Rs. 2000/-

**Civil Surgeon, Civil Hospital, Nandurbar .
MAHARASHTRA**

Civil Hospital,, Nandurbar
Sakri Road, Nandurbar-425412
Maharashtra State

Website : <https://mahatenders.gov.in> , arogya.maharashtra.gov.in

Email: csnandurbar1@gmail.com

Phone : 02564-210131/210122.

Tender for Purchase of

1. Cautery Machine

Not Transferable

Tender Reference No-E- 1/CS Nandurbar/Cautery Machine /2017-18

Issued To M/s.....

Civil Surgeon, Nandurbar

E Tender No. : E- 1/CS Nandurbar/ Cautery Machine /2017-18

Civil Surgeon,Nandurbar on behalf of Govt. of Maharashtra invites e-tenders in two envelope system from the Manufacturer/Distributors/Suppliers for the purchase of Cautery Machine for District Hospital,Nandurbar & Rural & Sub-District Hospital Under District Hospital,Nandurbar (As Per List Attached) .

Sr. No	Item description	Quantity
1	Cautery Machine	02

Interested eligible Tenderer 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 : <https://mahatenders.gov.in>, aogya.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:

Tender Publish Date and Document Download : 02.11.2017 11:00 am
Start Date

Last Date for Document download and :09.11.2017 3:30 pm
Bid Submission

Date and time of opening of Enevelope No.1 :13.11.2017 3:30 pm

Address for communication :: Office Of The Civil Surgeon,Civil Hospital,
Sakri Road,Nandurbar-425412
Phone N.-02564-210131/210122

A complete set of tender documents may be purchased by interested eligible tenderer upon payment of a non refundable fee of **Rs. 2000/-** (Two Thousand only Should Paid By online Payment Getway Only in favor of "**Civil Surgeon civil Hospital, Nandurbar**" as per the duration displayed in Time schedule as per e-tender procedure.Government undertaking firms, Micro & Small, Medium Industries Development Act 2006 are exempted from submission of tender fee for quoted item.

Tender cost of Rs.2,000/-(Two Thousand only) in Online Payment will have to be submitted during Bank hours till last date of sale / close of tenders. The tenders shall be rejected summarily upon failure to follow procedure prescribed in the Tender document. The conditional tender is liable to be rejected.

Civil Surgeon,Civil Hospital,Nandurbar reserves all rights 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 there to.

Civil Surgeon,Nandurbar

CONTENTS

Clause No.	Clause	Page No.
1	Introduction	5
2	Eligibility criteria	5-7
3	Cost of bidding	7
4	Clarification of tender document	7
5	Amendment of tender document	7
6	Submission of tenders	8-10
7	Deadline for submission of tenders	10
8	Opening of tender	10
9	Period of validity of tenders	10
10	Earnest Money Deposit	10-11
11	Prices	11-12
12	Technical specifications	12
13	Evaluation of tenders	12
14	Post qualification	12-13
15	Security deposit	13
16	Award of contract	13
17	Period of Contract	13
18	Delivery period & Place of delivery	13-14
19	Liquidated damages	14
20	Default cause/cancellation on failure to supply	14
21	Inspections and tests	14
22	Warranty	14-16
23	Force Majeure	16
24	Confidentiality	16
25	Payment	16
26	Corrupt or Fraudulent practices	16-17
27	Rider-A, Resolution of disputes etc.	17-33
28	Annexure A - Schedule of Requirements	19
29	Annexure B - Technical Specifications	20-22
30	Annexure 1 - Tender Form	23
31	Annexure 2 - Proforma for Past Performance	24
32	Annexure 3 - Proforma for Annual Turnover	25
33	Annexure 4 - Goods quality control	26
34	Annexure 5 - Price Schedule	27
35	Annexure 6 - Format for EMD	28
36	Annexure 7 - Format for Security Deposit	29
37	Annexure 8 - Format for Bankers Certificate	30

TERMS AND CONDITIONS

1. Introduction

- 1.1 **Civil Surgeon,Civil Hospital,Nandurbar**, 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 Civil Hospital,Nandurbar, Maharashtra.
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 <https://mahatenders.gov.in>, arogya.maharashtra.gov.in
- 1.2 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.
- 1.3 All activities of this tender are carried out **online** on Website **<https://mahatenders.gov.in>**. The tender document is uploaded/Released on Government of Maharashtra, (GOM) e-tendering website <http://arogya.maharashtra.gov.in> and has to be downloaded as well as filled up and submitted **online only**. Tenderer are required to submit the tender cost of Rs. 2000/- (Rupees Two Thousand only) (Non-refundable) by way of online Payment in favor of **Civil Surgeon,Civil Hospital,Nandurbar** and the same should essentially be submitted in the separate Envelope along with EMD manually on or before last date & time for sale close of Bid. In no case, the tender cost/fee should be mixed with EMD amount. Tender shall liable to be rejected summarily upon failure to follow procedure prescribed in the Tender document
- 1.6 The quantities mentioned in the Tender are only approximate estimated quantities. **Civil Surgeon,Civil Hospital,Nandurbar** reserves the right to increase or decrease the quantities, to be purchased without assigning any reason thereof.
- 1.7 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 Rs30,000 (Rupees Thirty Thousand only) in the form of Online Payment in favor of **Civil Surgeon,Civil Hospital,Nandurbar** Maharashtra payable at Nandurbar in terms of deposit. This issue will submit **Civil Surgeon,Civil Hospital,Nandurbar** along with facts. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true by the 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 (Suppliers) OR 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 (Suppliers) in all the case must have own factory and Manufacturing license issued by respective statutory authority. PAN registration documents attested copies and a Certificate from Chartered Accountant showing revenue income receipts on Medical equipment during 1st April 2016 to 31st March 2017 . **Distributors/ Suppliers/ Agents /Authorized dealers are 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 (Suppliers)only. However the Manufacturer (Suppliers)has to authorize the distributor while participating in tender along with distributor’s documents recent sales tax clearance certificate. Manufacturer (Suppliers)will be solely responsible for all types of quality issues even though supplies are made by distributor.

For items manufactured outside India, the Manufacturer (Suppliers)/ subsidiary shall submit following documents along with tender.

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

2.1 The minimum annual turnover of the bidder shall be as indicated below for the period of past three years i.e. **2014-15 , 2015-16 & 2016-17** to qualify per year. This is applicable for Schedule as a whole.

S. No.	Description	Turnover in Rs
1	Cautery Machine	10,00,000/-

- 2.2 Tenderer shall produce Certificate from Chartered Accountant for Annual turnover of last 3 Years **2014-15 , 2015-16 & 2016-17** in the format given in **Annexure -3**.
- 2.3 Tenderer shall produce Audited Balance Sheet and Profit and Loss Accounts for last three years i.e. **2014-15 , 2015-16 & 2016-17** certified by the Auditor.
- 2.4 The eligible Bidder must submit particulars of quantity of the **past supplies** made as per the performance statement Format provided in the tender document without any alteration, during the last Three calendar years, out of this **at least 25 % quantity for similar Product** as specified in the technical Specification and in the Schedule of Requirements & must have been supplied in any one of the last 3 (Three) calendar years, 2 (Two) months before the date of tender opening to be eligible & to qualify for evaluation.
- 2.5 Satisfactory Performance Certificates 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.
- 2.6 Technical specification parameter feature wise item by item compliance is mandatory. Technical compliance on each word/line/paragraph wise explained & authenticated with full particulars and shall be supported by quality Conformance test reports of the offer product(s).
- 2.7 **Brief compliance on item by item parameter using words like: “.... Will be provided /As per BIS/Complied/As per specifications/Available /As per Literature / As per tender / As per requirements & copy typing the tender specifications as compliance or similar “ are not acceptable and that bid shall be categorize as incomplete and rejected.**
- 2.8 Tenders are not allowed from Manufacturer (Suppliers)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.
- 2.9 Deviations or exceptions if any must be clearly clarified , mentioned and submitted, Tenderer offering substitutions which must ensure substantial equivalence to those designated standards or features provided that it demonstrated to the Purchaser's satisfaction.

Note: Tenders are not allowed from Manufacturer (Suppliers)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 e- 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 2 days prior to last date & time of closing sale of tender.**

Email ID- csnandurbar1@gmail.com For e-tendering process related Queries can be sent on email-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 +91-7878007979 Prospective tender'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 <https://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 before the last date and time for sale close of tender on address mentioned below.

Civil Surgeon,Civil Hospital,Sakri Road,Nandurbar
Phone No-02564-210131/210122

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

6.1 Late tender offers:

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

6.2 Envelope No. 1 (Technical Bid):

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

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

(Technical Bid): Technical offer must be submitted.

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

1. Tender Form as per Annexure-1.
2. The instruments such as power of attorney, resolution of board etc. authorizing an officer of the tenderer.
3. Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser.
4. Attested photocopy of factory license / Manufacturing license issued by respective State Government for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. If quoted item is manufactured at different places, Manufacturing License & Performance certificate from all such places from respective Authorities should be enclosed. However Loan Licensee is not allowed.
5. Past performance of the product quoted in the tender for having manufactured and marketed for last three years in the format given in Annexure-2 supported by copies of purchase orders/satisfactory certificates issued by the clients for major supplies.
6. Technical compliance of the offered product as per **Annexure-B**.
Annexure B Technical specification compliance: Compliance on each parameter with detailed substation 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 **2014-15 , 2015-16 & 2016-17** 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. **2014-15 , 2015-16 & 2016-17** certified by the Auditor.
9. GST Registration certificate
10. VAT Clearance Certificate up to **31st March 2017** 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's organizations on the date of submission tender document 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.
To be submitted to this office along with tender fees, EMD on or before sale close of tender
13. Attested copy of valid registration made by manufacturing firm for the offered product with Directorate General of Supplies & Disposal (D.G.S. & D) or Small Scale Industries (S.S.I) or National Small Scale Industries Corporation (N.S.I.C) should be submit, if applicable. If firms of any of these Small Scale Industries categories wish to enjoy any preference declared

by Maharashtra Government Resolution under which they are entitled for preferences should be submit along with Registration Certificates failing which they shall be treated at par with other tenderers. This preference shall invariably be applicable to the Manufacturers (Suppliers) 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 (Suppliers)(Use extra sheet, if required)
- 15 Other relevant documents required as per tender terms & conditions.
- 16 **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 <https://mahatenders.gov.in> as per the instructions on the portal.
- (b) Rates should be quoted in the BOQ.xls.file only.
- (c) Tenderer are strictly prohibited to change/alter specifications or unit size given in Annexure-A Schedule of requirements while quoting.

7. Deadline for submission of tenders

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

8. Opening of tender:

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

8.1 Opening of Envelope No.1 (Technical bid)

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

8.2 **Opening of Envelope No.2**

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

9. Period of Validity of tenders :

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

10. Earnest Money Deposit :

- 10.1 All tenders must be accompanied with Earnest Money Deposit (EMD) for the amount specified in Annexure-A Schedule of Requirements.
- 10.2 The EMD shall be submitted Online Payment in favor of Civil Surgeon,Civil Hospital,Nandurbar payable at Nandurbar or bank guarantee from any nationalized or scheduled bank in the form provided in the tender document (Annexure-6) and valid for 165

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

11. Prices

- 11.1 The prices quoted and accepted will be binding on the tenderer and valid for a period of **one year** from the date of signing the contract and any increase in price will not be entertained during the contract period.
- 11.2 Rates should be quoted in Indian Rupees only for each of the required item separately on door delivery basis (F.O.R. Destination) 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 GST 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 GST the tenderer should produce a letter from the concerned Competent Authorities for having paid additional GST on the goods supplied to the Purchaser and can also claim the same in the invoice.
- 11.5 To ensure sustained supply without any interruption the Purchaser reserves the right to split orders for supplying the requirements amongst more than one tenderer provided that, the rates and other conditions of supply are same.

12 Technical specifications :

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

substitutions which must ensure substantial equivalence to those designated standards or features provided that it demonstrated to the Purchaser's satisfaction.

13 Evaluation of tenders:

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

14. Post Qualification:

- 14.1 The Purchaser will further evaluate the Tenderer's financial, technical, and production capabilities based on the documentary evidence and information submitted by the Tenderer as well as other information the Purchaser deems necessary and appropriate.
- 14.2 An affirmative post-qualification determination of the Purchaser will be a prerequisite for acceptance of Technical Bid (Envelope No.1). A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

15. Security Deposit & Contract Agreement

- 15.1 The successful tenderer shall furnish the security deposit to the Purchaser within 15 days from the date of communication of Acceptance of Tender for an amount of 5% of the contract value, valid up to 365 days after the date of completion of warranty obligations and enter into Contract Agreement on Rs. 100/- non-judicial stamp paper. The cost of Stamp paper should be borne by the tenderer. In the event of any replacement of defective goods during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of two years and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty.
- 15.2 The Security Deposit should be Online in favor of the Civil Suregon,Civil Hospital,Nandurbar from any Nationalized or Scheduled bank (**Annexure-7**).
- 15.3 The Security Deposit will be discharged by the Purchaser and returned to the Supplier not later than 365 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 ordered value to meet expenditure of tender processing i.e. publicity charges, experts honorariums, stationary charges etc. of sample testing fee and other incidental expenditure.

17. Period of Contract :

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

18. Delivery Period & Place of delivery :

The goods should be delivered within **30 Days** from the date of receipt of supply order to the consignee. The consignees may be Medical Superintendent/Civil Surgeon in the Nandurbar District as per quantity indicated in the supply order on door delivery basis as mentioned in Schedule of requirement.

19. Liquidated damages:

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

20. Default Clause / Cancellation on failure to supply:

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

20. Inspections and tests

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

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

21.2 The Purchaser shall be the final authority to reject full or any part of the supply, which is not

confirming to the specifications and other terms and conditions. No payment shall be made for rejected stores. Rejected items must be removed by the tenderer within two weeks of the date of rejection at their own cost and replaced immediately. In case rejected items are not removed it will be destroyed 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 Nandurbar 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) In the event of termination of production of the spare parts :
 - i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements and
 - ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts if requested.
 - iii) Free maintenance services shall be provided by the Tenderer during the period of warranty. After warranty period, annual maintenance and repairs of the equipment including supply of spares etc. (except consumable items) for next 60 months will be done by the Tenderer.
 - iv) The maximum response time for maintenance complains from any of the destination specified in the schedule of requirements (i.e. time required for tenderer maintenance engineers to report to the installations after a request call/telegram/fax/email made or letter is written) shall not exceed 96 hours.

23 Force Majeure:

- 23.1 For purposes of this Clause, 'Force Majeure' means at any time during subsistence of contract an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 23.2 If a Force Majeure situation arises, the Supplier shall promptly but not later than 30 days notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 23.3 Force Majeure will be accepted on adequate proof thereof.
- 23.4 If contingency continues beyond 30 days, both parties argue to discuss and decide the course of action to be adopted. Even otherwise contingency continues beyond 60 days then the purchaser may consider for termination of the contract on equitable basis.

24. Confidentiality

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

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

25. Payment

The 100% Payment shall be made after submitting 3 copies of supplier's invoice receipt certificate issued by consignees after installation.

- 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 Nandurbar only and not elsewhere.

27.7 Saving clause

No suits, prosecution or any legal proceedings shall lie against the **Civil Surgeon, Civil Hospital, Nandurbar** or any person for anything that is done in good faith or intended to be done in pursuance of tender.

Annexure-A

Schedule of Requirements:

Sr. No	Item description	Quantity	EMD In Rs.	Annual Turnover (in Rs.)	Bankers (Rs. In Rs)
1	Cautery Machine	02	10000	10,00,000	10000

Delivery Schedule : To complete within 30 Days from the date of receipt of supply order

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

Rate Should be including all taxes and loading and unloading charges and transporting etc.)

Consignee list : As Per Attached

Annexure-B

Technical Specifications Of Cautery Machine

Sr.No	Technical Specifications
1.	Microcontroller based isolated Electro surgical Generator having both monopolar and outputs designed for all surgical procedures.
2	Smart generator should be able to monitor changes in tissue impedance continuously and adjust power.
3	Monopolar outputs should have three cutting modes a.Low cut for delicate tissue or Laproscopic cases having maximum power of 300 w b.Pure cut for clean,precise cut in general surgery having maximum power of 200 w c.Blend mode for cutting with homeostasis having maximum power of 200 w All cut modes should be able to adjust output power depending on tissue density by less than 15 % or 5,whichever is greater
4	It Should have three Coag Modes with maximum power of 120 W a.Desiccate mode for low voltage contact coagulation suitable for laproscopic and delicate tissue work. b.Fulgurate mode for efficient non-contact coagulation in most application. c.Spray mode should have randomized spray effect of varying amplitude and frequency for coagulating large tissue areas with minimum depth of necrosis.
5	It should have three bipolar modes with maximum power of 70 W a.Precise mode have fine control of desiccation in delicate tissue. b.Standard mode for application at low voltage to prevent sparking c.Macro mode for application on tissue with high resistance.
6	It Should have patient plate monitoring facility and should give audio visual alarm and deactivate output if contact between patient and patient plate is not proper to eliminate the risk of patient burns.
7	The Unit should have two hand switching and two footswitch Monopolar outputs and one hand switching and foot switching bipolar output.
8	It Should have membrane keyboard for power settings.
9	The Unit should have individual digital display of power for bipolar,Monopolar cut and Monopolar Coag.
10	The unit should have RF Leakage current more than 150 mA
11	Accessories :- a.Monopolar Footswitch :- 02 No b.Bipolar Footswitch :- 01 No c.Reusable hand switching Pencil :- 02 No d.Reusable Patient plate along with cable :- 02 No e.Bipolar Forceps :- 01 No

	f.Forceps Cord :- 02 Nos.
	g.Universal Adaptor :- 01 No
12	Two years of comprehensive warranty including bulbs should be provided along with technical support
13	It Should follow international safety standard and requirement with CE Certification or USFDA Approval.
14	Users list with the address and contact nos.to be provided
15	Demonstration Compulsory
16	Operating and service manual should be supplied
17	Tropicalization operating Temp.up to 40 Deg.C

Note-1. Technical Specifications Mentioned above are of minimum parameter, products offered must meet these or exceed all requirements here in.

ANNEXURE - 1

Tender Form

To
Civil Surgeon,
Civil Hospital,
Nandurbar-425412

Dear Sir

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

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

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

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

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

Signed: _____

Date: _____

In the capacity of _____

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

Signature & stamp of tenderer

Note : This form must be signed & Stamped in original to be submitted to this office along with

Tender fee + EMD +2 affidavits on or before sale close of tender.

Annexure-2

PROFORMA FOR PAST PERFORMANCE STATEMENT (For a period of last 3 Years) i.e. 2014-15,2015-16 & 2016-17

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

Note :-

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

ANNEXURE -3

ANNUAL TURN OVER STATEMENT FOR PAST THREE YEARS

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

Sr. No.	Year	Turnover Rs.
1	2014-15	
2	2015-16	
3	2016-17	

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 (Suppliers) 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 (Suppliers)
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 : 2014 , 2015 & 2016
 - 1.1 Normal
 - 1.2 Maximum
9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
10. Details of staff : (As per register of employees) \
 - 10.1 Details of technical supervisory staff in charge of production & quality control
 - 10.2 Skilled labor employed
 - 10.3 Unskilled labor employed
 - 10.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.
11. Whether Goods are tested / manufactured to any standard specifications? If so, copies of original test certificates or notarized should be submitted.
12. Are you registered with the Department of Central Excise - Govt. of India for the items offered as manufacturer, as per statutory rules? If so, furnish full particulars of registration, product codes etc. with a notarized copy of the certificate of registration.

Signature and seal of the Supplier

Annexure-5

PRICE SCHEDULE -

Item description	Pack size	Quantity	Ex-factory cost	GST	Other incidental charges (please specify) (In Rs.)	Total landed cost per unit (4+5+6)	Total cost Rs. (3 x 7)
1	2	3	4	5	6	7	8
Cautery Machine	Each	02					

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 fill in the Price bid in Given BOQ xls.file

Annexure-6
FORMAT FOR BANK GUARANTEE FOR E.M.D

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

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

THE CONDITIONS of this obligation are:

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

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

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

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

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

ANNEXURE - 7
SECURITY DEPOSIT FORM

To: (Name of Purchaser)

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

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

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

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

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

Signature and Seal of Guarantors

.....
.....

Date..... 200

Address

.....

Annexure- 8

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

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

(Signature)

For the Bank

Note :-

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

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

Sr. No.	Documents Submitted
1	Annexure B Technical Compliance
2	Annexure-2 (PAST PERFORMANCE STATEMENT) along with copies of supply orders and clients satisfactory certificates
3	Annexure-3 (ANNUAL TURNOVER STATEMENT)
4	Audited Balance Sheet 2014-15 , 2015-16 & 2016-17
5	Power of attorney, resolution of board etc. authorizing an officer of the tenderer
6	Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser
7	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
8	VAT Registration certificate
9	VAT Clearance Certificate up to 31 March 2017 or the latest copy of the VAT return Submitted
10	Attested copy of valid registration made under Directorate General of Supplies & Disposal (D.G.S.& D), Small Scale Industries (S.S.I) & National Small Scale)Industries Corporation (N.S.I.C) should be submit, if applicable
11	E M II certificate to be submitted in case of SSI. CSPO, NSIC.
12	ADDITIONAL INFORMATION RELATED TO TENDER

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
Civil Surgeon,
Civil Hospital,
Sakri Road,
Nandurbar-425412
Phone-02564-210131
Email-csnandurbar1@gmail.com

Sr. No.	Documents Submitted
1	Annexure-1 (Tender Form) duly signed & stamped
2	Tender Fee
3	E M D
4	Affidavit on non-judicial stamp paper of Rs. 100/- 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's organizations on the date of submission tender document 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.