



# Government of Maharashtra

**CIVIL SURGEON**

**DISTRICT HOSPITAL**

**HINGOLI, MAHARASHTRA**

Akola Road, Risala Bazar

HINGOLI – 431 513.

Website : <http://mahatenders.gov.in>,  
<http://arogya.maharashtra.gov.in>  
Email : [csstorehingoli@gmail.com](mailto:csstorehingoli@gmail.com)  
[Cshingoli123@gmail.com](mailto:Cshingoli123@gmail.com)  
Phone : 02456-223086, 224117

<b>E - Tender for supply of</b>	
<b>Hospital bed with Backrest with Foam Mattress &amp; Pillow</b>	<b>244 No</b>
<b>Bedside Locker S.S.</b>	<b>260 No</b>
<b>Tender Form Fee Rs.</b>	<b>3,600</b>
<b>Amount of EMD Rs.</b>	<b>60,000</b>

**Not Transferable**

E Tender No : CS/DH/Hingoli/eTender No.1/2018-19/21610/01

Date : 27/12/2018

Issued To : M/s.

**CIVIL SURGEON**  
**DISTRICT HOSPITAL HINGOLI**  
**(MAHARASHTRA STATE)**

E Tender No : CS/DH/Hingoli/eTender-No.1/2018/21610/01

Date : 27/12/2018

On behalf of Govt. of Maharashtra, Civil Surgeon, District Hospital Hingoli invites e-tenders through two envelope system from the Manufacturers, 100% Subsidiaries or Sole Distributors, Authorised Distributors for the purchase of following items.

<b>E - Tender for supply of</b>	
<b>Hospital bed with Backrest with Foam Mattress &amp; Pillow</b>	<b>244 No</b>
<b>Bedside Locker S.S.</b>	<b>260 No</b>
<b>Tender Form Fee Rs.</b>	<b>3,600</b>
<b>Amount of EMD Rs.</b>	<b>60,000</b>
<b>Turnover Rs</b>	<b>84,00,000</b>

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

**TENDER SCHEDULE**

All bid related activities (process) like tender document download, bid submission and submission of EMD and other documents will be governed by the time schedule given under key dates as below.

Date of commencement of sale of Tender document / Download	:	05/01/2019
Date of pre-bid meeting	:	09/01/2019 at 11:00 AM
Last date for sale of tender document	:	21/01/2019 up to 17:00PM
Date and time of opening of Envelope No.1	:	23/01/2019 at 11:00 AM
Address for communication	:	Office of the Civil Surgeon, District Hospital, Risala Bazar, Akola Road <b>HINGOLI – 431 513.</b>

A complete set of tender documents may be purchased by interested eligible tenderer through online payment of a non-refundable fee of **Rs. 3,600/- (Three thousand Six Hundred only)**. Bidder has to pay **online payment of tender fee through Net Banking as per option available on above given website** with in time schedule given as above.

As per Govt. Resolution by Industries, Energy & Labour Department, Maharashtra State, Dated 1 December.2016, Para 3.1.2.1 (Annexure -8) Manufacturer's & Suppliers which are registered under " Micro & Small, Medium industries Development Act 2006 " are exempted from Tender Fee & Earnest Money Deposit. Government Undertaking Firms / Corporations also exempted from Tender Fee & Earnest Money Deposit. EMD will be forfeited, those bidder participated in tender process but withdraw at any stage of tender.

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

The under signed authority has been reserved the right, to increase or decrease in the quantity to be purchase and also reserves the right to cancel or revise any or all the tenders or part of tenders as well as to accept or reject any or all tenders without assigning any reasons thereto.

Place :- Hingoli  
Date :- 27 /12/2018

(Dr. Kishorprasad Shriwas)  
**Civil Surgeon**  
**District Hospital Hingoli**

## INDEX

No	Particulars	Page No.
1	List of Documents	04
Clause No.	Clause	Page No.
1	Introduction	05
2	Eligibility criteria	05
3	Cost of bidding	06
4	Clarification of tender document	06
5	Amendment of tender document	06
6	Submission of tenders	06-08
7	Deadline for submission of tenders	08
8	Opening of tender	08
9	Period of validity of tenders	08
10	Earnest Money Deposit	09
11	Prices	09
12	Technical specifications	09
13	Evaluation of tenders	10
14	Post qualification	10
15	Security deposit & contract agreement	10
16	Award of contract	11
17	Period of contract	11
18	Delivery period & Place of delivery	11
19	Liquidated damages	11
20	Inspections and tests	11
21	Warranty	11
22	Risk Purchase Clause	12
23	Fall Clause	12
24	Force Majeure	13
25	Confidentiality	13
26	Payment	13
27	Corrupt or Fraudulent practices	13
28	Rider-A, Resolution of disputes etc.	14
29	Saving Clause	14
Annexure - Documents		
	Annexure A - Schedule of Requirements	15
	Annexure B - Technical Specifications	16-18
	Annexure 1 – Submission Letter	19
	Annexure 2 - Proforma for Past Performance	20
	Annexure 3 - Proforma for Annual Turnover	21
	Annexure 4 – Goods & quality control	22
	Annexure 5 – Details of Bank for RTGS/NEFT Payment	23
	Annexure 6 – Rider A	24
	Annexure 7 – Power of Authority	25
	Annexure 8 - Format of Notarised Affidavit on non-Judicial Stamp paper of Rs. 500/-	26
	Annexure 9 – Format for BOQ (Price Bid)	27
	Annexure 10-Format for Security Deposit	28

<b>Address for communication</b>	Office of the Civil Surgeon, District Hospital, Risala Bazar, Akola Road, <b>HINGOLI – 431 513</b> <a href="mailto:csstorehingoli@gmail.com">csstorehingoli@gmail.com</a>
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Following documents in original should be submit to this office, within 48 hours after the closure of sale of tender or before, during office hours only & all other documents to be submitted through e tendering ( On line ) only.

No	Document to be submitted in original to this office within 48 hours after the closure of sale of tender
1	<b>Annexure -1</b> Submission Letter
2	Copy of Software generated <b>receipt of Tender Fee &amp; EMD to be paid online</b> through Net Banking. SSI Registration (registration certificate & EM part II) for item quoted / NSIC registration for item quoted in case of Tender fee & EMD exemption.
3	<b>Annexure 7-</b> Notarised Affidavit on non-Judicial Stamp paper of Rs. 500/-

**Mandatory documents to be Upload online in Envelop No. 1.  
as given below sequence in single PDF copy.**

No	Document to be submitted
1	<b>Annexure B</b> Compliance regarding Technical Specification
2	<b>Annexure 1</b> Submission Letter
3	<b>Annexure 2</b> Past Performance with relevant supporting documents
4	<b>Annexure 3</b> Annual Turnover with signature of Chartered Accountant
5	<b>Annexure 4</b> Goods & Quality Control
6	<b>Annexure 5</b> Details of Bank for RTGS/NEFT Payment
7	<b>Annexure 6</b> Rider A
8	<b>Annexure 7</b> Power of Authority
9	<b>Annexure 8-</b> Notarised Affidavit on non-Judicial Stamp paper of Rs. 500/-
	<b>Following documents must upload online, it should be self attested by bidder with signature &amp; stamp.</b>
10	Valid registration certificate under Shop & establishment act, applicable for other than manufacturer.
11	Valid Authorization Certificate, applicable for other than manufacturer.
12	Copy of Valid <b>Factory &amp; manufacturing</b> License issued by respective statutory authority.
13	GST Registration Certificate
14	GST Paid Challan (Latest upto Nov -2018)
15	Audited balance sheet, Profit & Loss account for year 2015-16 , 2016-17, 2017-18
16	PAN Card of bidder
17	Income Tax Return for Assessment Year 2016-17, 2017-18, 2018-19
18	Photo Copy of Software generated receipt of Tender Fee & EMD to be paid online through Net Banking. SSI Registration (registration certificate & EM part II) for item quoted / NSIC registration for item quoted in case of Tender fee & EMD exemption
19	Other relevant documents required as per technical specification (e.g. CE, US FDA, ISO,IEC etc)

## TERMS AND CONDITIONS

### 1. Introduction:

- a) The Civil Surgeon, District Hospital Hingoli here in after 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 Health Services circle Aurangabad.
- b) Interested eligible Tenderer may obtain further information of technical specifications, 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>
- c) 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 as given above.
- d) 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**.
- e) Tenderer are required to submit online tender cost amounting to **Rs.3,600/- (Three thousand Six Hundred only)**. (Non-refundable) through **Net Banking as per option available on web site**. The tender cost fee should not be mixed with EMD amount. Tender shall liable to be rejected summarily upon failure to follow procedure prescribed in the Tender document.
- f) The quantities mentioned in the Tender are only approximate. Purchaser has been reserved the right to increase or decrease in the quantity to be purchased and also reserves the right to cancel or revise or any or the all the tenders or part of tenders without assigning any reasons thereto.
- g) 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 the Civil Surgeon, District Hospital Hingoli Maharashtra, payable at HINGOLI in terms of deposit**. This issue will be submitted 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 :

- a) Manufacturers, 100% Subsidiaries or Sole Distributors for imported items, & Authorised Distributors who qualify the tender conditions and qualification criteria are eligible to participate and submit their offer against this tender invitation. Manufacturer in all the case must have own factory and Manufacturing license issued by respective statutory authority. PAN registration documents self attested copies 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 CGST/MGST/IGST paid challan. Manufacturer will be solely responsible for all types of quality issues even though supplies are made by distributor.

- b) The minimum annual turnover of the bidder shall be as indicated below for the period of past three years i.e. 2015-16, 2016-17 & 2017-18 to qualify per year. This is applicable for Schedule as a whole.

No	Name of Equipment / Furniture	Turn Over (Rs)
1	<b>Hospital bed with Backrest with Foam Mattress &amp; Pillow</b>	<b>84,00,000</b>
2	<b>Bed Side Locker S.S.</b>	

- c) Tenderer shall produce Certificate from Chartered Accountant for Annual turnover of last three years of 2015-16, 2016-17 & 2017-18 in the format given in **Annexure -3**.
- d) Tenderer shall produce Audited Balance Sheet and Profit and Loss Accounts for last three years i.e. 2015-16, 2016-17 & 2017-18 certified by the Auditor.
- e) 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).

- f) 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.**
- g) 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 **in the past three years for item quoted .**
- h) 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 this Office during the validity of the contract.
- i) 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.
- j) **Sample** : – Sample should be called for Demonstration & Quality Confirmation within a week from responsive bidders after evaluation of Envelop No.1. The venue for demonstration will be declared by purchaser. Bidder will be given **72 hours notice** for bringing samples for Demonstration. For Quality Confirmation purpose dimensions should be confirmed by geometrical inspection & for metallurgical confirmation destructive test should be performed by NABL.
- k) For Quality purpose sample will be checked by authorized Govt agency declared in GR Dated 01.12.2016. for this process required fees & charges will bare by tender.
- l) If the sample fails to conform the technical specifications such tenderer's envelope no. 2 will not be opened.
- m) The Govt. orders issued by industries department & Public Health Department, Govt. of Maharashtra time to time will be applicable to this tender.

### 3. Cost of binding :

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 3 days prior to last date & time of closing sale of tender. Email ID – [csstorehingoli@gmail.com](mailto:csstorehingoli@gmail.com). For e-tendering process related Queries can be sent on email – [eproc.support@mahatenders.gov.in](mailto:eproc.support@mahatenders.gov.in)** prospective tenderer's requiring any clarification after this last date will not be entertained.

### 5. Amendment of tender document :

- a) At any time prior to the deadline for Sale of tender, the Purchaser may amend the tender documents by issuing Addenda / Corrigendum.
- b) 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.
- c) Information about those who have purchased the tender documents will be placed on website.
- d) 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:

- a) Tender should be submitted on or before last date of submission.
- b) Tender **should be submitted through website <http://mahatenders.gov.in> in two envelopes** i.e. Technical Bid in envelop No.1 & Commercial bid in Envelop No.2.
- c) The EMD as required in the tender documents should invariably be submitted on line only, should be submitted on or before last date of submission of tender.

- d) 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.
- e) **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 e.g. : electricity / internet/etc.) will not be condoned.
- f) **Envelope No.1(Technical Bid)** :Technical offer must be submitted online at <http://mahatenders.gov.in> as per the instructions on the portal.
- g) **In the envelop No. 1 (Technical Bid) Following mandatory documents should be enclosed (upload) as below mentioned SEQUENCE & ORDER in single PDF Copy. Please do not enclose any irrelevant documents like Xerox copy of this tender document etc.**
- Tenderer will have to provide original documents within 48 hours whenever it is needed to verification.

1	<b>Annexure- B</b> Technical specification compliance :- Technical compliance of the offered product. <b>Note :-</b> 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.) submit with required documentary evidence.
2	<b>Annexure -1 :-</b> Submission Letter <i>This Document to be submitted in original to this office within 48 hours after the closure of sale of tender</i>
3	<b>Annexure-2 :-</b> 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.
4	<b>Annexure- 3 :-</b> Annual turnover statement for last 3 years 2015-16, 2016-17 & 2017-18 in the format given in Annexure 3, Annual Turnover Certified by the Chartered Accountant.
5	<b>Annexure- 4 :-</b> 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). <b>Note :-</b> In case the bidder is not manufacturer then he should fill up this information of the manufacturer who has given authority for bidding. Signature & stamp of manufacturer & tenderer is must on this form.
6	<b>Annexure-5 :-</b> Details of Bank of bidder for RTGS/NEFT Payment should be submit in Annexure 5 only, other format is not allowed.
7	<b>Annexure-6 :-</b> Rider A Containing Resolution of Dispute, Arbitration, Governing Language, Applicable Laws, Indemnification.
8	<b>Annexure -7 :-</b> The instruments such as power of attorney, resolution of board etc. authorizing an officer of the tenderer, authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser.
9	<b>Annexure-8</b> Notarized affidavit on non-judicial stamp paper of Rs. 500/-. <i>This Document to be submitted in original to this office within 48 hours after the closure of sale of tender</i>
10	Valid registration certificate under Shop & establishment act, applicable for other than manufacturer.
11	Valid Authorization Certificate, applicable for other than manufacturer.
12	Self 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. <b>Note :-</b> In case the bidder is not manufacturer then he should submit the factory licence/ manufacturing license copy of manufacturer who has given authority for bidding. Signature & stamp of manufacturer & tenderer is must.



13	GST Registration certificate.
14	GST latest paid challan copy (Required upto Nov- 2018).
15	Copies of Balance Sheet and Profit and Loss Accounts for last three years i.e. 2015-16, 2016-17 & 2017-18 certified by the Auditor.
16	PAN Card of Bidder
17	Income Tax Return for Assessment Year 2016-17, 2017-18, 2018-19.
18	Copy of Software generated receipt of Tender Fee & EMD to be paid online through Net Banking. As per Govt. Resolution by Industries, Energy & Labour Department, Maharashtra State, Dated 1 December.2016, Para 3.1.2.1 (Annexure -8) Manufacturer's & Suppliers which are registered under " Micro & Small, Medium industries Development Act 2006 " are exempted from Tender Fee & Earnest Money Deposit. Government Undertaking Firms / Corporations also exempted from Tender Fee & Earnest Money Deposit. 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 Tender Fee & EMD in respect of tender item as specified in the technical specifications and mentioned in the registration certificate & EM part II which has been produced for exemption. This preference shall invariably be applicable to the manufacturers for the specific product as per technical specifications of this tender. <i>This Document to be submitted in original to this office within 48 hours after the closure of sale of tender</i>
19	Other relevant documents required as per technical specification (e.g. CE, US FDA, ISO,IEC etc)

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

- a) All Commercial offers must be submitted online at <http://mahatenders.gov.in> as per the instructions on the portal.
- b) Rates should be quoted in the Price Schedule as per format for BOQ (Price Bid) **Annexure - 9** 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 :**

- a) For Submission of tender tenderer must complete the online bid submission stage as per online schedule of the tender.
- b) 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.
- c) 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)- will be opened in the presence of tender opening authority and in the presence of tenderer or their representatives through e-tendering procedure.
- 8.2 **Opening of Envelope No.2** (Commercial Bid) 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.
- 10.3 The EMD shall be submitted online only.
- 10.4 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 and mentioned in the registration certificate & EM part II which has been produced for exemption.
- 10.5 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 price higher than running market rate.
  - 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: to sign the Contract in accordance with terms and conditions or 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 store delivery basis according to the unit asked for strictly as per the format of price schedule as per format BOQ (Price Bid) (**Annexure-9**). 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 in the stipulated period, 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 Tax will be allowed to be charged extra as separate item without any change in Ex- factory cost structure of the items approved under the tender. For claiming the additional cost on account of the increase in TAX, the tenderer should produce a letter from the concerned Competent Authorities for having paid additional TAX 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 up the equal order quantity or award to one, 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 or as per clause no 4.6 of G.R Dated 1.12.16 whichever is applicable 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 market rate 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 "**Civil Surgeon, District Hospital Hingoli**" payable at **HINGOLI** from any Nationalized or Scheduled bank **(Please see 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 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 **30 (Thirty)** days from the date of receipt of supply order to the consignee. The consignees may be Medical Superintendent/Civil Surgeon in the Hingoli District as per quantity indicated in the supply order on store delivery basis & required installation 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 there of delay until actual delivery, up to a maximum deduction of 10% for up to Rs. 2 Lakh Order Value & above 2 Lakh order value maximum deduction of 5%. Once the maximum limit reached, the Purchaser may consider for termination of the Contract.

**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.

1. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories wherever necessary.
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.
3. Quality Confirmation-For Quality Confirmation purpose dimensions should be confirmed by geometrical inspection & for metallurgical confirmation destructive test should be performed by NABL, required expense should be payable by tenderer.

**21. Warranty :**

1. The warranty shall remain valid for the period mentioned as in technical specification, if not mentioned it will be treated as **24 months** from the date of final acceptance certificate issued by consignee.
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.
3. The Purchaser shall have the right to make claims under the above warranty period 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.

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.
5. **Annual maintenance Contract & CMC :**
  - a) The tenderer will have to agree to enter into comprehensive maintenance contract (CMC) @ 5% (per year) 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) @ 1% (per year) of the ordered value of the equipment for the period of 5 years, 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.

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 every four monthly per year 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 not defined consumable items) for next 60 months will be done by the Tenderer.
  - iv) The maximum response time for maintenance:- complaints 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 / email made or letter is written) shall not exceed 96 hours.

22. **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 contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract.

23. **Fall Clause :**

It is a condition of the contract that all through the currency there of, the price at which you will the supply stores should not exceed the lowest price charged by you to any customer during 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 enable to amend the contract rates for subsequent supplies.

**24. 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 contractor 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.

**25. 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.

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.

**26. Payment :** The 100% Payment shall be made upon submission of following documents:

- (i) 3 copies of supplier's invoice.
- (ii) Receipt certificates issued by the consignees.
- (iii) Installation & commissioning test, satisfactory report of equipment from end user dept.
- (iv) 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.

**27. Corrupt or Fraudulent Practices:**

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

"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.

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.

"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.

"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.

"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;.

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.

**28. Rider "A" :**

a) **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.

b) **Arbitration :**

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator, 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.

c) **Governing Language:** English language version of the contract shall govern its interpretation.

d) **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.

e) **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.

f) **Jurisdiction :**

All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in **HINGOLI** only and not elsewhere.

**29. Saving clause :**

No suits, prosecution or any legal proceedings shall lie against the The Civil Surgeon, District Hospital Hingoli 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:**

No	Item description	Quantity	Tender Fee	EMD In Rs.	Annual Turnover (inRs.)
1	<b>Hospital bed with Backrest with Foam Mattress &amp; Pillow</b>	244 No	Rs.3,600/-	Rs.60,000/-	Rs.84,00,000/-
2	<b>Bed Side Locker S.S.</b>	260 No			

Delivery Schedule : **30 days** (Thirty Days) from the date of receipt of supply order.

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



## Annexure-B

### TECHNICAL SPECIFICATIONS

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

**Note :-** Before filling this document *kindly carefully read term & condition “No.12”*

*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 categorize as incomplete and rejected.*

<b>Hospital bed with Backrest with Foam Mattress &amp; Pillow</b>	
<b>Technical Specifications</b>	<b>Compliance</b>
<p><b>1. Overall Size :-</b> 2090mm (L) X 915mm(W) X 550mm(H) Height from Ground level to top surface of main frame only.</p> <p><b>2. Frame of the bed :</b></p> <p>a) Rectangular tube CRCA 60mm X 30mm, 16SWG.</p> <p>b) Three support at middle, in equal distance, it must be CRCA square tube 25 x 25mm, 16SWG.</p> <p>c) Provision for mosquito curtain pol at four corner.</p> <p>d) For I.V. rod insertion, four hole should provide at each corner of longer side frame with metal bush inserted vertically with rubber bush at the top surface and un-detachable cap should be provide to cover each hole.</p> <p>e) To hang urine bag “J” Hook – two numbers welded at the inner side on longer frame.</p> <p>f) “Govt. of Maharashtra Public Health Dept. &amp; Mfg date” must be embossed at visible sight, must be easily readable.</p> <p><b>3. Top of Cot :</b></p> <p>a) Two section top should be made from CRCA 18SWG sheet, uniformly long perforation with extra extruction.</p> <p>b) Backrest panel should be operated by screw mechanism with folding SS handle, incline angle upto 80° .</p> <p><b>4. Head Bow (H-450mm) &amp; Leg Bow (H-310mm) –</b> detachable bow should be made of 32mm OD, 16SWG, S.S, wall protector provide to each side. Two number of horizontal &amp; vertical supports as shown in drawing. All joints should be seamless argon welding, mat finished.</p> <p><b>5. Legs :</b></p> <p>a) Four legs should be made of metal CRCA tube 32mm OD, 18SWG. With horizontal support of 20mm OD, 18SWG CRCA tube.</p> <p>b) Legs should be fitted with level adjustable nylon bush.</p> <p>c) All nuts should be nylock &amp; nut, bolts of chrome plated.</p> <p><b>6. Colour :</b> Off white Shade, except SS all metal part should be pre-treated &amp; coated with epoxy powder with film thickness of minimum 60 microns and oven baked at 180 -200° C.</p> <p><b>7. I.V. attachment :</b> Telescopic S.S. 19.2 &amp; 16mm OD, suitable height ,with 6mm S.S. round hook should be provided at top, plastic cover at welded joint.</p> <p><b>8. Mattress &amp; Pillow :</b></p> <p>a) <b>Two section mattress</b> suitable for the bed, made from 25mm thick Soft foam top layer &amp; 75mm thick foam grade of density 70 to 79 g/dm<sup>3</sup>. Indentation hardness 9 t0 11.9 as per IS 8391 of 1989 or latest, for the patient comfort and better pressure care.</p> <p>b) <b>Pillow</b> - made from 25mm thick Soft foam top layer &amp; 25mm thick foam grade of density 70 to 79 g/dm<sup>3</sup>. Indentation hardness 9 t0 11.9 as per IS 8391 of 1989 or latest, bottom coir layer for the patient comfort and better pressure care.</p>	

<b>Hospital bed with Backrest with Foam Mattress &amp; Pillow</b>	
<b>Technical Specifications</b>	<b>Compliance</b>
<p>c) Mattress &amp; pillow must covered with the Rexene which shall be conformed to Type A grade 1 class A of IS 8698 of 1984 or latest. Both section cover have good quality full zip fitting.</p> <p><b>9. Load bearing capacity : 135 kg at every point of horizontal plain.</b></p> <p style="text-align: center;"><b>Technical Specifications for Basic Material</b></p> <p><b>A. BASIC MATERIAL :</b> The basic material to be used for fabrication of all items shall be as follow :-</p> <ol style="list-style-type: none"> <li>1) All stainless steel sheet &amp; stainless steel tubes used in manufacturing shall be of <b>304 S2</b> grade confirming to IS 6911 of 1992 or latest.</li> <li>2) All mild steel shall be CRCA and as per IS 513 of 2008 or latest.</li> <li>3) All ERW tubes used in manufacturing shall be of ERW1 (Tube designation) confirming to IS 3074 of 2005 or latest.</li> </ol> <p><b>B. FINISH :</b></p> <ol style="list-style-type: none"> <li>1) All components shall be thoroughly pre-treated chemically to remove rust and foreign matter like grease, oil etc by dip tank processes, including separate Degreasing, De-rusting, Phosphating each followed by water rinsing, passivating and hot air drying to give phosphate coating confirming IS 3618 of 1966 Class 'C' or latest.</li> <li>2) The treated metal surface should then be coated with epoxy polyester powder with film thickness of minimum 60 microns and oven baked at 180 -200° C .</li> <li>3) Powder coating shall be of grade A &amp; shall pass requirement specified in Table 1 of IS 13871 of 1993. This finish should exclude stainless steel parts and hardware if any.</li> </ol> <p><b>C. GENERAL REQUIREMENT:</b></p> <ol style="list-style-type: none"> <li>1) The hospital beds shall be properly constructed with all welded joints grounded, cleaned and well-formed. Unless otherwise specified, the vertical members shall be perpendiculars to the wheel base and parallel to each other and the horizontal members shall be at right angles to the vertical members.</li> <li>2) The hospital Beds shall stand on all the legs at the same time on a level surface. All the surfaces shall be smooth and free from pitting. Welding shall fully penetrate and shall be sound in every detail and it shall be finished flush. In the finished stage, there shall be no exposed sharp edges in the frame-work or other unsealed formations which may harbor dirt or foreign matter.</li> <li>3) The hospital furniture must be sturdy, vibration free and self balance.</li> <li>4) Frame Stiffeners shall be used at regular interval as a support to the body frame.</li> <li>5) The sketch shown in the specification is only indicative for the bidder.</li> <li>6) All dimensions will be considered – Length, Width, Height in millimeter(mm), thickness in gauge (SWG – Standard Wide Gauge), Diameter should consider as Outer Diameter (OD).</li> <li>7) Tender committee has reserved rights to change dimensions.</li> </ol>	

**Signature & stamp of tenderer**

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

## Annexure-B

### TECHNICAL SPECIFICATIONS

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

**Note :-** Before filling this document **kindly carefully read term & condition “No.12”**

*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 categorize as incomplete and rejected.*

<b>Bed Side Locker S.S.</b>	
<b>Technical Specifications</b>	<b>Compliance</b>
<p><b>1. Overall Size :-</b> 405mm(L) X 405mm(W) X 820mm(H) Height from Ground level to top.</p> <p><b>2. Top &amp; Frame, Legs :</b></p> <p>a) Top S.S. sheet 18SWG, with raised edges upto 25mm, at three side, double bend on front side.</p> <p>b) Top must be fitted to the frame.</p> <p>c) Frame S.S. tubular 25mm x 25mm, 18SWG.</p> <p>d) Four legs S.S. tubular 25mm x 25mm, 18SWG, at the bottom nylon shoes.</p> <p><b>3. Locker :</b></p> <p>a) Five Side of locker should be covered by S.S. Sheet 20SWG, three side must be machine pressed by single S..S Sheet. Fitted internally on vertical legs.</p> <p>b) Door – S.S. sheet 20SWG, double bended, having 100mm “D” Shape S.S. handle must be welded &amp; have hinges to freely open.</p> <p>c) “<b>Govt. of Maharashtra Public Health Dept. &amp; Mfg date</b>” must be embossed at visible sight, must be easily readable.</p> <p><b>4. Finish :</b></p> <p>a) All S.S. should be deep fully argon seamless welded and polished finished.</p> <p>b) Tow section tops should be smooth edges and burr free and corners should be round off so that there should be no sharp corners.</p> <p><b>5. General Requirements:</b></p> <p>a) All stainless steel sheet &amp; stainless steel tubes/pipes used in manufacturing shall be of <b>304 S2</b> grade confirming to IS 6911 of 1992 or latest.</p> <p>b) All dimensions will be considered – Length, Width, Height in millimeter(mm), thickness in gauge (SWG – Standard Wide Gauge), Diameter should consider as Outer Diameter (OD).</p> <p>c) The bed side locker must be sturdy, vibration free and self balance.</p> <p>d) The bed side locker shall be properly constructed with all welded joints grounded, cleaned and well-formed. Unless otherwise specified, the vertical members shall be perpendiculars to the wheel base and parallel to each other and the horizontal members shall be at right angles to the vertical members.</p> <p>e) The bed side locker shall stand on all the legs at the same time on a level surface. All the surfaces shall be smooth and free from pitting. Welding shall fully penetrate and shall be sound in every detail and it shall be finished flush. In the finished stage, there shall be no exposed sharp edges in the frame-work or other unsealed formations which may harbor dirt or foreign matter.</p> <p>f) The sketch shown in the specification is only indicative for the bidder.</p> <p>g) Tender committee has reserved rights to change dimensions.</p>	

**Signature & stamp of tenderer**

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

ANNEXURE - 1  
**Submission Letter**

To  
**The Civil Surgeon,  
District Hospital,  
Risala Bazar, Akola Road  
HINGOLI – 431 513.**

Respected Sir,

I/We have gone through the tender document. I/We, the undersigned, offer to supply and deliver the goods under the above mentioned contract. I/We submit our technical documents in envelope No. 1 & list of rates of drugs & consumables in envelope No.2 online.

I/We undertake that, if our tender is accepted,

- 1) The hospital furniture mentioned in tender document will be delivered with in the stipulated period for supply & as per given specification.
- 2) The amount of security deposit will be submitted within the time specified in the tender document.
- 3) I/We accept the tender validity period specified in the tender document.
- 4) I/We understand that once the final contract is done between us, then I shall follow the terms & conditions without any complaint.
- 5) I/We understand that you may accept any tender amongst the tenderers even though it may not be the lowest.
- 6) I/We understand that all the rights regarding tender process are reserved by the purchaser.

Place:\_\_\_\_\_

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

**Signature & stamp of tenderer**

**Note :** *This form must be signed & Stamped in original, to be submitted to this office along with notarized affidavits on or before sale close or with 48 hours after sale close of tender*

ANNEXURE - 2

**Past Performance Statement**

**(For a period of last 3 Years) i.e. 2015-16, 2016-17 & 2017-18.**

No	Name of Product	Name & address of Purchaser	Order No. & Date	Qty	Date of Completion as per contract	Date of actual delivery in respect of Order	Remark

**Signature & stamp of tenderer**

**Note:-** In support of above statement, enclose the copies of supply orders and client's satisfactory certificates.

ANNEXURE - 3

**Annual Turnover Statement**

(2015-16, 2016-17 & 2017-18)

Certified that, below mentioned amount of annual turnover of  
M/s \_\_\_\_\_ is true and correct  
as per their financial record.

No.	Year	Turnover (Rs.)
1	2015-16	
2	2016-17	
3	2017-18	

**Date :-**

**Seal :-**

**Signature of Auditor/Chartered Accountant**

**Name:-**

(in capital letters)

**Note:-** Please do not overwrite any figure.

ANNEXURE - 4

**Goods & Quality Control employed by the manufacturer**

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.

**NAME OF THE BIDDER :-**

No	Particulars	Information			
1	Name & address of Manufacturer				
2	Telephone No Office & Factory				
3	Email I.D				
4	Location of Factory				
5	Details of Industrial / Factory Registration with validity				
6	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). Separate list can attach.				
7	Details of the process of manufacture followed in the factory. Separate list can attach.				
8	Details & stocks of raw materials held. Separate list can attach.				
9	Production capacity of item(s) quoted for, Total Qty of products manufactured with the existing Plant & Machinery		2015-16	2016-17	2017-18
		Normal			
		Maximum			
10	Details of arrangement for quality control of products such as laboratory, testing equipment etc. Separate list can attach				
11	Details of staff : ( As per register of employees )	A	Details of technical supervisory staff in charge of production & quality control		
		B	Skilled labour employed		
		C	Unskilled labour employed		
		D	Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.		
12	Whether Goods are tested / manufactured to any standard specifications? If so, copies of original test certificates or notarized should be submitted.				
13	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 & stamp of Manufacturer**

**Signature & stamp of tenderer**

**Note :-** In case the bidder is not manufacturer then he should fill up this information of the manufacturer who has given authority for bidding. Signature & stamp of manufacturer & tenderer is must.

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Annexure - 5

**Details of Bank for RTGS/NEFT Payment**

1	Name of firm	
2	Postal Address	
3	Pin code	
4	Pan Card No.	
5	E-Mail I.D.	
6	Contact No.	
7	Mobile No.	
8	Name of Bank	
9	Bank Address	
10	Branch name & Code	
11	Bank Account No.	
12	Nature of Account	
13	IFSC Code	
14	MICR Code	

Above information is correct as per our record.

Date :

Seal :

Sign & Stamp Of Bidder

## Annexure - 6

### **RIDER A**

( Please see terms & condition No.28)

#### **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.

#### **ARBITRATION**

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator, if dispute arise. 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.

#### **GOVERNING LANGUAGE**

English language version of the contract shall govern its interpretation.

#### **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.

#### **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.

**Date :-**

**Place :-**

**Signature &  
stamp of bidder**

## Annexure – 7

### Power of Authority

(Resolution of board etc authorizing representative of the bidder or authorization letter nominating a responsible person of the bidder to transact the business with the purchaser)

I/We authorize the person named below, Self or he/she is the regular employee of my/our firm.

1	Name Firm	:	
2	Full Address	:	
3	Contact No.	:	
4	Email I.D.	:	
5	Information of Authorized Representative or Self (Owner)		
	A) Name of Person	:	
	B) Contact No.	:	
	C) AADHAR Card No.	:	
	D) PAN Card No.	:	
	E) Email I.D.	:	

**Date :**

**Signature & stamp of bidder**

**Note:**

Please attach the photo copy of AADHAR & PAN CARD of appointed representative, it must be attested by owner/bidder. If power of authority not issued to representative, then attach same of owner, photo copy of AADHAR & PAN CARD must be self attested by bidder.

**Format of Notarized Affidavit on Non-Judicial Stamp Paper Rs. 500/-**

To

**Civil Surgeon ,**

**District Hospital**

**Risala Bazar, Akola Road Hingoli- 431 513**

Respected Sir,

A) I.....(Name of Authorized Signatory to sign the contract)

Age.....Address.....hereb

y submit, vide this affidavit in truth, that I am the owner of the contracting firm M/s.....

authorized signatory and I am submitting the documents in envelope No. 1. For the purpose

of scrutiny of the contract. I hereby agree to the conditions mentioned below :-

1. I am liable for action under Indian Penal Code for submission of any false / fraudulent documents/ Information submitted in envelope No. 1 .

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

3. I am liable for action under Indian Penal Code if any papers are found false / fraudulent during contract period and even after the completion of contract (Finalisation of final Bill).

B) M/s.....Address.....

this 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.

C) I under take that the rates quoted in the tender are not higher than DPCO, NPPA or not higher than MRP.

D) I learnt all terms and conditions of this tender & I accept all terms & conditions (Sr. N. 1 to 27 ) mentioned in this tender document.

Place:\_\_\_\_\_

**Signature & stamp with date of tenderer**

**Seal & sign of Notarization with date**

**Note :** This document must be signed & Stamped in original, to be submitted to this office along with annexure 1 on or before sale close or with 48 hours after sale close of tender.

ANNEXURE – 9

**Envelop No 2**

Please don't upload this document in envelop No 1.

BOQ is online separately provided.

**Format of BOQ (Price Bid)**

Name of Item	Qty	Ex-Factory Cost	Amount of GST			Other incidental charges (please specify)	Total landed cost per unit (3+4+5+6+7=8)
			CGST	MGST	IGST		
1	2	3	4	5	6	7	8
<b>Hospital bed with Backrest with Foam Mattress &amp; Pillow</b>	<b>244 No</b>						
<b>Bed Side Locker S.S.</b>	<b>260 No</b>						

Total Cost per Unit (in words) Rs.....

**Signature of the tenderer**

**Name**

**Designation**

**Business address**

**Security Deposit Form**

To,  
The Civil Surgeon ,  
District Hospital Hingoli.

Where as M/s.....(Name of Supplier)

Hereinafter called "the Supplier" has undertaken, in pursuance of Contract No.....dated / /2018 to supply..... (Description of Goods and Services) hereinafter called "the Contract".

And where as 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 where as 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 Rs. /- (Amount Rs.....) (*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 Rs..... (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.....

Place:-

Date:-

Signature and Seal of Guarantors