



सत्य मेव जयते
Government of Maharashtra

Price Rs. 20000/-

**Civil Surgeon, Civil Hospital, Dhule,
MAHARASHTRA**

Civil Hospital, Dhule

Sakri Road Dhule.

Dhule 424001

Maharashtra State

Website: **<http://mahatenders.gov.in>, <http://maha-aogya.gov.in>**

(Linked to website: <https://mahatenders.gov.in>)

Email: csdhulemedstore@gmail.com

Phone: 02562-237620

02562-240574. (Medicine Store)

Tender for Purchase of

Consumable, Stents, Balloon and Medicine for Cardiac Cath Laboratory

Not Transferable

Tender reference No: Tender No. E-1 /CSDhule /Consumable, Stents, Balloon&Medicine for Cath
Lab./ /2025-26

Issued to M/s

Civil Surgeon, Civil Hospital , Dhule

Civil Surgeon, behalf of Govt. of Maharashtra invites e-tenders in two envelope system from the Manufacture/Distributors/Suppliers for the purchase of Consumable, Stents, Balloons and Medicine for Cardiac Cath Laboratory at Civil Hospital, Dhule

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>, arogya.maharashtra.gov.in

TENDER SCHEDULE

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

Tender Publish Date and Document Download : 15/10/2025 11:00 am
Start Date

Last Date for Document download and : 04/11/2025 05:00 pm
Bid Submission

Date and time of opening of Enevelope No.1 : 06/11/2025 11:00 am

Address for communication : Office Of The Civil Surgeon,Civil Hospital,
Sakri Road,Dhule-425412
Phone N.-02562-237620

A complete set of tender documents may be purchased by interested eligible tenderer upon payment of a non refundable fee of **Rs.20000/-** (Rs.Twenty Thousand only) as per the duration displayed in Time schedule as per e-tender procedure.

Tender cost of **Rs.20000/-** (Rs.Twenty 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, Dhule 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.

Consumable, Stents, Balloons and Medicine for Cardiac Cath Laboratory items mentioned in this bid has only one quantity. As per requirement, increase in patient and available fund District Civil hospital will issue work order for mentioned rates from this tender bid.

(Dr. Datta N. Degaonkar)
Civil Surgeon, Civil Hospital , Dhule,

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TERMS AND CONDITIONS

1. Introduction

- 1.1 **Civil Surgeon, Civil Hospital, Dhule**, here in after referred to as a “Purchaser” invites Two Envelope Systems for supply of items specified In **Annexure-A** (Consumable, Stents, Balloons and Medicine for Cardiac Cath Laboratory) Schedule of Requirements, for the use in Govt. health facilities in the Civil Hospital, Dhule, Maharashtra. As Per Govt Resolution by industries, Energy & Labour Department, Maharashtra State Dated 01.12.2016 Manufacturer & Suppliers who are registered under “Micro & Small, Medium Industries Development act 2006” along with government undertaking firms/corporation Federations are exempted from EMD.
- 1.2 **Interested eligible Tenderer may obtain further information of technical specification, required quantities and other terms and conditions applicable for procurement of item from Government of Maharashtra E-tendering website <http://mahatenders.gov.in> (Public Health Department) & our website :<http://mahatenders.gov.in>, & <http://arogya.maharashtra.gov.in>**
- 1.3 All tender related activities (Process) like Tender Document Download, Tender Preparation and Hash submission, Tender submission and submission of EMD and other documents will be governed by the time schedule.
- 1.4 All activities of this tender are carried out **online** on Website **<http://mahatenders.gov.in>**. The tender document is uploaded/Released on Government of Maharashtra, (GOM) e-tendering website <http://mahatenders.gov.in> and has to be downloaded as well as filled up and submitted **online only**. Tenderer are required to submit the tender cost of **Rs.20000/-** (Rs. Twenty Thousand only) (Non-refundable) by way of online Payment
- 1.5 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 favor of **Administrative Officer, Civil Hospital, Dhule** Maharashtra payable at Dhule in terms of deposit. This issue will submit to **Civil surgeon Dhule** 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 mala fide 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 :

Tender shall have Submit bids in two parts:-

A) Technical Bid

B) Financial Bid

(Eligibility criteria for technical Bid-Tenderer should submit following documents in Technical Bid)

- A.1 Manufacturer/Sole Distributors / Supplier 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 his own factory & manufacturing/sole distributors/supplier, Licence, Shop Establishment Registration Issued by respective statutory authority. PAN Registration Documents attested Copies & Certificates from Chartered Accountant.
- A.2 The Annual Turnover of The Bidder 50 Lacs for each Average of 3 years i.e (2022-23, 2023-24, 2024-25) or more to qualify. Chartered Accountant for annual turnover of last three years i.e (2022-23, 2023-24, 2024-25) (Annex-3)
- A.3 Tenderer shall produce Audited Balance Sheet For Profit & Loss Accounts for last three years i.e (2022-23, 2023-24, 2024-25) certified by auditor.
- A.4 The Eligible manufacturer/sole distributor/supplier for performance in close only the copies of supply orders, RC Copies & Tender awarded copy for any Consumable, Stents, Balloons and

Medicine for Cardiac Cath Laboratory by any Government, Semi Government institution must submit particulars of performance statement.

A.5 Tenders are not allowed from Manufacturer (Suppliers) sole distributor/supplier 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.

A.6 Bidder must Produce:-

- For drugs - Valid WHO GMP Certificate with approved product list, Highlight the Quoted Drugs.
- For Surgical Consumables – Valid CE or CDSCO Certificate as per product requirement. Highlight the Quoted Surgical Consumables.
- Authorization Certificate from Valid WHO GMP Manufacturer or Valid CE Certificate or CDSCO, ISO certificate, It should be current dated.
- WHO GMP Certificate, Authorization Certificate विभिन्न असेल तर अपात्र केले जाईल.
WHO GMP Certificate च्या ऐवजी केवळ COPP (Certificate of Pharmaceutical Product) सादर केल्यास, Invalid WHO GMP Certificate तसेच Invalid CE or CDSCO Certificate आढळून आल्यास ते अमान्य राहिल. अशा प्रकरणी निविदा अपात्र ठरविली जाईल.
- Kindly ensure the above said document is valid or invalid. Only valid document should be considered for qualifying criteria.
- Mandatory If bidder is other than Manufacturer.
- IV solution should be FFS (Form-Feal-Seal) only.

B) Financial Bid:-

The Financial proposal should contain the following documents in one cover (Folder), Bill of Materials (BOQ). The Tenderer is to quote the rates online through computers in the space marked for quoting rate in the BOQ, only downloaded copies of the above documents are to be uploaded, scanned & Digitally signed by the tenderer

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 within 5 days after tender published.

Email ID-csdhulemedstore@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.

A prospective tenderer's requiring any clarification after this last date will not be entertained

5. Amendment of tender document

- 5.1. At any time prior to the deadline for Sale of tender, the Purchaser may amend the tender documents by issuing addendum /Corrigendum.
- 5.2. Any addendum/corrigendum as well as clarification thus issued shall be a part of the Tender documents and it will be assumed that the information contained in the amendment will have been taken into account by the Tenderer in its tender.
- 5.3. Information about those who have purchased the tender documents will be placed on website.
- 5.4. To give prospective Tenderer reasonable time in which to take the amendment into account in

preparing their tenders, the Purchaser shall extend, at its discretion, the deadline for submission of tenders, in which case, the Purchaser will notify all tenderer by placing it on website of the extended deadline and will be binding on them.

6 Submission of tenders:

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

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

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

6.1 Late tender offers:

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

6.2 Envelope No. 1 (Technical Bid):

Technical offer must be submitted online at <http://mahatenders.gov.in> as per the instructions on the portal. The tenderer must upload the following documents as 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. Attested photo copy of factory licence/Manufacturing Licence/Distributor Licence/Shop Establishment Registration (shopact Licence)/Suppliers licence Issued by respective state government for tender items.
3. Past performance experience certificate of the Consumable, Stents, Balloons and Medicine for Cardiac Cath Laboratory related in the tender for having manufactured/marketed/supplied for last three years in the format given in Annex. 2 Supported by one copy each year of performance enclose only the copies of supply copies/tender awarded copies for Consumable, Stents, Balloons and Medicine for Cardiac Cath Laboratory by any government institution.
4. Annual Turnover Statement for last three years (2022-23,2023-24,2024-25) in the format given in annex 3 Certified by chartered accountant .
5. GST Registration Certificate.
6. Drug Licence of Supplier/Sole Distributor/Manufacturer (Compulsory)
7. The Latest Copy of GST Return Submitted.(June 2025)
8. Supplier/Sole Distributor/Manufacturer supply only WHO & GMP Medicine to the hospital.
9. To Be Submitted on 500 Rs. Stamp Paper. **DECLARATION BY SUPPLIER.**
I/we herewith declared that, I/we have quoted Medicine rate in this E-tender are not higher than M.R.P/D.P.C.O/N.P.P.A& also the rate quoted to other government departments/Govt Undertakings or any prevailing rate contracts during financial year **24-25**(Annex-4)
10. Affidavit of non-judicial stamp paper of 500 rs. regarding the firm has not been found guilty of malpractise, misconduct or black listed/debarred either by Public health department, Govt. Of Maharashtra, or by any local authority & other state govt/central govt & its organization in the past three years.(Annex-5)
11. Annexure -6 (FORM FOR BANK GUARANTEE / EMD)
12. Annexure 7 (To be filled by each bidder on their letter head).
13. Additional Information PAN CARD / AADHAR CARD Attested copy.
14. Non Conviction Certificate form FDA.

6.3 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) 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 Dhule
- 10.3 The tenders submitted without EMD will be summarily rejected.
- 10.4 Unsuccessful tenderer's EMD will be discharged/returned within a period of 30 days after award of contract to the successful bidder.
- 10.5 Tenderer shall not be entitled for any interest on EMD /Security deposit.
- 10.6 The successful tenderer's EMD will be discharged after signing the Contract and submitting the security deposit as stipulated.
- 10.7 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) The Purchaser shall not be responsible for damages, handling, clearing, transport charges etc. will not be paid. The deliveries should be made as stipulated in the purchase order placed with successful tenderer. **Conditional tenders are not accepted and liable for rejection.**
- 11.3 If at any time during the period of contract, the price of tendered items is reduced or brought down by any Law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform the Purchaser immediately about such reduction in the contracted prices. The Purchaser is empowered to reduce the rates accordingly.
- 11.4 In case of any enhancement in Excise Duty /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 Excise Duty/GST, the tenderer should produce a letter from the concerned Competent Authorities for having paid additional Excise Duty /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.
- 11.6 If this office finds the lowest rate (L-1) in the e-tender to be unrealistic, the undersigned reserves the right to negotiate and finalize the rate only with the lowest (L-1) bidder.
- 11.7 If the lowest (L-1) bidder fails to supply within the stipulated time, and the next lowest (L-2) bidder assures supply as per the given technical specifications within the stipulated time, then the Medical Superintendent reserves the special right to negotiate and finalize the rate with the L-2 bidder and issue the supply order as the next option.

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.

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 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.
- 13.5 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.

13.6 Each item will be evaluated separately.

- **If no rate is to be filled in, do not write zero (0). Do not write anything after the said rate.**

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.

14.3 Tenders those not allowed In Tender Process those are not supplied in Previous Year.

15. Award of contract:

- 15.1 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.
- 15.2 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.
- 15.3 Even if a supplier is the lowest bidder (L1) in the e-tendering process, the other bidders (L2 and L3) who participated in the tender will be asked to match the L1's rate. If they agree to supply at the L1 rate, the order will be split, with 50% going to the L1 supplier and the remaining 50% divided between the L2 and L3 suppliers."

16. Period of Contract:

The period of contract shall be One year from the date of execution of the contract. The right to extend the tender period as per the requirement has been reserved.

17. Delivery Period & Place of delivery :

The goods should be delivered 15 days from the date of receipt of supply order to the consignee. Civil Surgeon, Dhule as per quantity indicated in the supply order on door delivery basis as mentioned in Schedule of requirement.

18. 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% 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. (Penalty Amount will be calculated in grand amount of rate or invoice amount, GST Amount will Not Excused.)

19. Confidentiality

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 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.

20. Default Clause/Cancellation on failure to supply:

- 20.1 If the fails to commence delivery as scheduled or 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.
- 20.2 A waiting period of only up to four weeks shall be permissible for accepting delayed stock/supply. After four weeks of delay, the supply order shall stand automatically cancelled. If, during the period of delay, it becomes necessary to procure the medicines/materials mentioned in the purchase supply order at a higher rate to meet the requirement, the difference in the excess amount paid shall be deducted from the concerned supplier's forthcoming payable amount without prior notice. In this case, the Risk Purchase Clause shall be applied.

21. Inspection and tests.

- 21.1 The purchaser shall be the final authority to receive or reject to full or any part of the supply, which is not confirming to the specifications and other term & conditions.No payments shall be made for rejected stock. Rejected items must be removed by the tenderer within two weeks of the date of rejection of their own cost & replaced immediately.
- 21.2 In case rejected items are not removed it will be distroyes at the risk, responsibility.

22. Force Majeure:

- 22.1 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.
- 22.2 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.
- 22.3 Force Majeure will be accepted on adequate proof thereof.
- 22.4 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.
- 22.5 Even if the supply order has been issued by this office, those suppliers who have previously failed to supply within the stipulated period, or have supplied with a delay exceeding the permissible four weeks, or have avoided supply, or have not given a proper response for making the supply—if such suppliers participate in this tender, then even if their bid is found technically eligible based on the documents submitted, the tender authority reserves the right to reject the bid on the basis of prior experience of this office. No justification or dispute in this regard shall be entertained. Likewise, if any complaint has been received by any other institution in the State, or if there is any report published in newspapers or other media regarding suspected, substandard, or unapproved medicines supplied by the supplier, the tender authority shall have the right to reject such bidder's tender/offer. Furthermore, if the bidder has any ongoing litigation/court cases elsewhere relating to similar matters of office procurement, the bidder shall not be allowed to participate in the present tender.

23. Payment :-

The 100% Payment shall be made after submitting 3 copies of supplier's invoice.

- 23.1 Payment will be made as per aviability of grants / funds.
- 23.2 The purchaser shall have every right to deduct the pending dues on account of loss, compensation, or any remedial action in monetary terms from the said payment. The supplier shall not agitate the said issue in future.

23.3 Payments will be made by this office as government grants become available. If there is a delay in the availability of funds for any reason, no tenderer shall be able to refuse the supply for such a reason.

24 Corrupt or Fraudulent Practices.

- a. The purchaser as well as tenderers shall observe the highest standard of ethics during the procurement and execution of such contract.
- b. "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
- c. 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 tenderers (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.
- d. "Collusive practice" means scheme or arrangement between two or more tenderers, with or without the knowledge of the purchaser, designed to establish tender price at artificial, noncompetitive level and
- e. "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.
- f. 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.

25. Quality Confirmation -

- 25.1 A non-refundable fee of 1.5% of the value of each supply order issued at the lowest bid** (L-1) price for this e-tender must be paid via a Demand Draft from a nationalized or scheduled bank. This fee covers Sample Testing, Tender Process Incidental Expenses, Expert Honorarium, and Store Contingency.
- 25.2 This 1.5% Demand Draft must be submitted within 5 days from the date the supply order is issued. Failure to submit this Demand Draft will result in the refusal of the supplied stock.
The quality of each batch and lot of every medicine, material, and equipment supplied by the lowest bidder will be tested by a NABL laboratory or, if necessary, by a laboratory of the Food and Drug Administration.
- 25.3 The supplied medicines, materials, and equipment will not be used in the hospital unless the sample test report is of the proper quality. In case the medicines, materials, and equipment are declared substandard in this inspection, the tenderer will be solely responsible for administrative and legal actions. If necessary, the supplier will be subject to preventive action of being blacklisted by the government.
- 25.4 The substandard stock will not be returned; it will be handed over to an institution approved by the Maharashtra Pollution Control Board for final disposal as per the Bio-Medical Waste Management Act. The cost incurred for this will be deducted from the supplier's payment or security deposit without prior permission.
- 25.5 **Packing Norms:** -While making the supply as per the supply order issued by this office, the following type of packing shall be mandatory. If such packing is not provided, the supply will not be accepted. In case of violation of any of the following Packing Norms, 1% of the total payable amount shall be deducted as a penalty.
All drugs & consumables should be packed & supplied in prescribed packing only as per

standard guidelines of FDA/ISI.

- a) Every corrugated box shall be packed in **whether resistance triple walled insulated 3/5 ply cartoons**, each ply having strength of minimum 150gsm. It should be fabricated from virgin quality “A” GRADE MATERIAL. The overall dimensions of the cartoon should be such that the product dose not get damaged during transportation & storage.
- b) It is important that individual boxes are not too heavy during transport, as they are frequently loaded & unloaded manually. Though **every corrugated package should not more than 15 kg (Including Product + Inner cartoon + corrugated box)**.
- c) Every box should be **sealed with gum tape & strapped with two parallel** nylon carry straps.
- d) Every box should carry a **large outer label**, clearly indicating that generic name of the product, doses form (Tablet/Ampoule/Syrup etc), Batch No. Mfg Date, Expiry Date, quantity per case, special instructions for storage and handling, any additional cautionary statement, stacking norm, name & address of manufacturer & supplier.
- e) Every Pack/Unit/Strip/Vial/Amp should mention **“For Govt Of Maharashtra, Not For Sale”**. MRP or Brand Name should not mention on each Pack/Unit/Strip/Vial/Amp. If found MRP or Brand Name stock will not accepted.
- f) Vaccine Sera, Injections which are required to **maintain cold chain**, it should supply in adequate temperature resistance packing outer side and for cold chain with proper Ice pack.
- g) Separate Box for each Batch of same Drug/item. Mix Box of **different batch of same drug & consumable is not accepted**.

26. Please see “Rider A”

26.1 RESOLUTION OF DISPUTE-

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

26.2 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 carried out as per the Indian Arbitration and Conciliation Act 1996 and the rules made thereunder.

26.3 GOVERNING LANGUAGE- English language version of the contract shall govern its interpretation.

26.4 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.

26.5 IDEMNIFICATION-

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.

26.6 Jurisdiction-

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

26.7 Saving Clause-

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

27. Rights:

Civil Surgeon, Civil Hospital, Dhule 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.

28. Important Notice:

Consumable, Stents, Balloons and Medicine for Cardiac Cath Laboratory items mentioned in this bid has only one quantity. As per requirement, increase in patient and available fund District Civil hospital will issue work order for mentioned rates from this tender bid.

Annexure-A

Schedule of Requirements:

Sr. No	Item description	EMD In Rs.
1	Attached List of Consumable, Stents, Balloons and Medicine for Cardiac Cath Laboratory 1 To 305	1,90,000/-

Delivery Schedule : To complete within 15 Days from the
Date of receipt of supply order

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

Annexure -1

Tender Form

To
Civil surgeon
Civil Hospital
Dhule, 424001

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 + EMDReceipt + 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. (2022-23, 2023-24,2024-2025)

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 :-

For performance in support above statement enclose the only one copies of each year of supply order/RC Copy/Tender awarded copy for any supply of Consumable, Stents, Balloons and Medicine for Cardiac Cath Laboratory item by any government institution

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	2022-2023	
2	2023-2024	
3	2024-2025	

Date:

Seal

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

Annexure-4

To Be Submitted on 500 Rs.Stamp Paper

DECLARATION BY SUPPLIER

I/we herewith declared that, I/we have quoted Medicine rate in this E-tenderare not higher than M.R.P/D.P.C.O/N.P.P.A& also the rate quoted to other government departments/Govt undertakings or any prevailing rate contracts during financial year 24-25.

Place-

Date-

Name, Signature of Supplier

Seal & Rubber Stamp

Annexure -5

To Be Submitted on 500 Rs.Stamp Paper

I/we herewith declared that, Our firm has not been found guilty of malpractise, misconduct or black listed/debarred either by Public Health Department, Govt. Of Maharashtra,or by any local authority & other state govt/central govt & its organization in the past three years.

Place-

Date-

Name, SignatureOf Supplier

Seal & Rubber Stamp

Annexure -7

(To be Submitted with Manufacturer Authorisation on Letter Head)

SR NO	NAME OF MEDICINE	Specification	Manufacture Name

The above annexure should be filled by each bidder, incomplete annexure of bidder will be disqualified from bid. If PDI conducted in between the Bid process then this annexure will be applicable to check the quality of product. If Bidder fails to submit the product of mentioned Make and Model then it will consider as disqualification.

Signature & stamp of Tenderer

Signature & Stamp of Reciever
(BID INVITING AUTHORITY)

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

Sr. No.	Documents Submitted
1	Tender Form As Per Annexure 1
2	Authorization Letter nominating a responsible person of the tenderer to transact the business with the purchases
3	Attested photocopy of Factory License
4	Past Performance Last Three year Annexure – 2 (PAST PERFORMANCE STATEMENT) along with copies of Supplyorder and clients satisfactory certificates
5	Annexure-3 (ANNUAL TURNOVER STATEMENT)
6	Audited Balance Sheet (2022-23,2023-24,2024-25)
7	GST Registration Certificate
8	GST Clearance Certificate upto 30 st June 2025
9	Annexure - 4 (Affidavit on Non Judicial Stamp Paper of Rs. 500/- that the rate quoted in Tender are not Higher than M.R.P / D.P.C.O / N.P.P.A.)
10	Annexure - 5 (Affidavit of Non Judicial Stamp Rs. 500/-)
11	ADDITIONAL INFORMATION RELATED TO TENDER, PAN no. / Aadhar Card
12	Annexure -6 (FORM FOR BANK GUARANTEE / EMD)
13	Annexure -7 Technical Compliance
14	For drugs - Valid WHO GMP Certificate with approved product list, Highlight the Quoted Drugs. For Surgical Consumables – Valid CE or CDSCO Certificate as per product requirement.Highlight the Quoted Surgical Consumables. Online सादर केलेल्या प्रमाणपत्रा पैकी वैधता असलेल्या उत्पादना करिता पात्र राहतील, तसेच एक ही प्रमाणपत्र वैधता नसेल तर अशा प्रकरणी निविदा अपात्र ठरविली जाईल. Mandatory for all types of bidders e.g. traders & manufacturer etc. Please ensure the above said document is valid or invalid. Only valid document should be considered for qualifying criteria.
15	a) Authorization Certificate from Valid WHO GMP Manufacturer or Valid CE Certificate or CDSO, ISO certificate, It should be current dated. b) WHO GMP Certificate, Authorization Certificate विभिन्न असेल तर अपात्र केले जाईल. WHO GMP Certificate च्या ऐवजी केवळ COPP सादर केल्यास, Invalid WHO GMP CERTIFICATE तसेच Invalid CE or CDSCO Certificate आढळून आल्यास ते अमान्य राहिल.अशा प्रकरणी निविदा अपात्र ठरविली जाईल. c) Kindly ensure the above said document is valid or invalid. Only valid document should be considered for qualifying criteria. d) Mandatory If bidder is other than Manufacturer.
16.	Non Conviction Certificate form FDA

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 (Online)

Address for communication :
Address for communication :
Office of the
Civil surgeon
Civil Hospital
Dhule, 424001

Sr. No.	Documents Submitted
1	Annexure- 1 (Tender Form) duly signed & stamped
2	Tender Fee Receipt
3	E M D Receipt
4	Affidavit on non-judicial stamp paper of Rs. 500/- regarding rate in this E-tender are not higher than M.R.P/D.P.C.O/N.P.P.A (Annex-4)
5	Affidavit on non-judicial stamp paper of Rs. 500/- regarding firm has not been found guilty of malpractise, misconduct or black listed/debarred (Annex-5)

All documents must be numbered sequentially, and an index should be attached to prevent any difficulty in locating them. Documents without a serial number will not be considered. All tenderers should take note of this.

The brand names mentioned in the attached list are for illustrative purposes only to provide a clear understanding of the specifications.

(Dr. Datta N. Degaonkar)
Civil Surgeon, Civil Hospital, Dhule,