

GOVERNMENT OF MAHARASHTRA



Price Rs. 26500 /-  
(NonRefundable)

CIVIL SURGEON, GENERAL HOSPITAL

Bhandara

Santaji Ward 441904

E-mail – [esmedstorebhandara@gmail.com](mailto:esmedstorebhandara@gmail.com)

Phone : 07184-252247,255670

Tender for procurement of

**“Supply,Installation,Testing & Commissioning Of  
Upgradation Of Operation Theatre ”**

Not Transferable

Tender Reference No:CSGHB/Med. Store/Upgradation OT/E-Tender/ 2206 /26

11 2 FEB 2026

**CIVIL SURGEON, GENERAL HOSPITAL BHANDARA  
(MAHARASHTRA STATE)**

Tender Reference No: CSGHB/Med.Store/Upgradation OT/ 2206 /26 DT-**12 FEB 2026**  
Civil Surgeon, District Hospital, Bhandara invites Online E-TENDER in two envelope system from the Manufacturers/Sole Distributors & supplier for purchase of **Supply, Installation, Testing & Commissioning Of Up gradation Of Operation Theatre.**

Sr. No.	Name of Work	Amount Put to Tender	Downloading Cost of E-Tender Documents (Non Refundable)	Earnest Money Deposit	Time Limit to Complete Work
1	2	3	4	5	6
1	Supply, Installation, Testing & Commissioning Of Up gradation Of Operation Theatre.	Rs.2,65,70,000 /-	Rs.26,500 /-	Rs. 2,65,700 /-	45 Days

Interested eligible Tenderer's may obtain further information of name of items technical specifications, required quantities and other terms and conditions applicable for procurement of above items from MEDICAL STORE, CIVIL SURGEON, DISTRICT HOSPITAL, BHANDARA.

**TENDER SCHEDULE**

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

Sr. No.	Activity	Date & Time
1	Date of Release & uploading of NIT and Tender Documents (online)	12.02.2026
2	Date of Pre-bid Meeting	17.02.2026
3	Last date of downloading & submission of Technical & Financial Proposals (online)	25.02.2026
4	Date & Time of opening of Technical Bid (Envelope 1)	26.02.2026
5	Date of opening of Financial Bid (online)	After Technical Evaluation

Address for communication : Office of the Civil Surgeon  
District Hospital, Bhandara  
Santaji Ward, Bhandara – 441904.

Civil Surgeon, District Hospital Bhandara 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 .

  
Civil Surgeon  
District Hospital, Bhandara

### **Introduction**

A complete set of tender documents may be purchased by interested eligible tenderer by online payment of a non-refundable fee mentioned against Supply, Installation, Testing & Commissioning Of Up gradation Of Operation Theatre. Bidder has to pay **online payment of tender fee & EMD through gateway in A/c of " Jr Administrative Officer General Hospital Bhandara"** as per the Table given and within time as per schedule.

As per Govt. Resolution by Industries, Energy & Labour Department, Maharashtra State, Dated 1.12.2016 – Only Manufacturers who are registered under “Micro & Small, Medium industries Development Act 2006” along with Government Board/Government Corporations /Government Undertakings are exempted from Tender Fee & Earnest Money Deposit.

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 District Hospital Bhandara** reserves the right to increase or decrease the quantity to be purchased and also reserves the right to cancel or revise any or the all tenders or part of tenders without giving any reasons there to.



**Civil Surgeon  
District Hospital , Bhandara**

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## TERMS AND CONDITIONS

### INSTRUCTIONS TO TENDERER

- a. The Tenders shall be submitted on line through e-tendering process only. No tender will be Accepted manually or through fax etc.
- b. The Tender form will be available online only. No tender form will be sold/issued manually from General Hospital, Bhandara.
- c. The tender document will be uploaded/released on website <https://mahatenders.gov.in>. The tenderer is required to download the tender document from this website as per the schedule of activities for online tender document download.
- d. The tenderer is required to download the tender document within the schedule of activity for online tender document download. After expiry of the date and time for tender document download, the Civil Surgeon, District Hospital Bhandara. Will not be responsible for any such failure on account of tenderer for not downloading the document within the schedule even though he has paid the cost of the tender to the District Hospital Bhandara. In such case the cost of the tender paid by the tenderer will not be refunded.
- e. During the activity of bid preparation, the tenderer is required to upload all the documents mentioned in the terms & conditions of the technical bid by scanning the documents and uploading it in the PDF. This activity of uploading the documents as well as preparation of commercial bid and other Annexure enclosed with the tender shall be completed within the schedule given for bid preparation.
- f. After bid preparation ,the tenderer is required to submit the bid during the activity of submission of bid.
- g. The tenders submitted online will be opened on the schedule date before the Participant. At the time of opening of technical bid the tenderer should bring all the original documents which have been uploaded along with the technical bid so that same can be verified at the time of opening of technical bid.
- h. As the tenders are invited online,tenderers are required to upload tender as per the schedule given. District Hospital Bhandara is not responsible for failure on the part of tenderer to upload tender within the time schedule. In case of any help required for this purpose the tenderer shall contact to helpline of e- tendering agency National Informatics Centre (NIC). Tenderers are requested to go carefully through the process of e-tendering given on the website of <https://mahatenders.gov.in>. in to avoid disqualification of their tender on any ground.

#### PRE-BID MEETING:

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

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

The prospective tenderer (s) should submit their suggestions/observations if any, in writing minimum 2 days before or On Pre-bid meeting.

Only suggestions/observations received in writing will be discussed and clarified in pre-

bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by District Hospital Bhandara. Exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representative so prospective tenderer (s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting. Any amendment to the tender will be placed on e-tendering website <https://mahatenders.gov.in> and the pre bid amendments here in called common set of deviations (CSD) should be downloaded by the tenderer and the tenderer should upload these signed & stamped CSD along with the tender terms and conditions as they form apart of tender.

- i) The tenderer will not be communicated separately regarding the amendment.
- ii) In case there is single response to this tender the committee will be within its right to take action as per instructions prescribed **G.R.No.SPO-2014/Pra.Kra.82/Part-III/Industry-4, Dated -01.12.2016 issued by Industry,Energy & Labour Department, Mantralaya, Mumbai- 32.**
- iii) Non-attendance at pre-bid meeting shall not be a cause for disqualification of a tenderer. The suggestions/objections received in pre-bid meeting may not be considered, if the same are not in consonance with the requirement of the tender/project The General Hospital Bhandara.Reserves the right to reject the same.

**1 IMPORTANT NOTE :-** Apart from all the conditions mentioned in this tender document,the tender rules /guidelines published by Industry, Energy & Labour Department, Mantralaya, Mumbai-32 vide G.R.No. SPO-2014/Pra.Kra.82/Part-III/Industry-4, Date-01.12.2016 are applicable and it is binding for bidders.

**a) Introduction :-**

The Civil Surgeon, District Hospital, Bhandara. Here in after referred to as a "Purchaser" invites two Envelope systems for supply of item specified in **Annexure- of Supply, Installation, Testing & Commissioning Of Up gradation Of Operation Theatre** Schedule of Requirements, for the use in Govt. health facilities in the State of Maharashtra.

b)Interested eligible Tenderer may obtain further information of technical specification, required quantities and other terms and conditions applicable for procurement of item from Government of Maharashtra E-tendering website <http://mahatenders.gov.in>, (**Public Health Department**) & our website : <http://arogya.maharashtra.gov.in>

**1.1** All tender related activities (Process) like Tender Document, Tender submission will be governed by the time schedule.

**c) All activities of this tender are carried out at Civil Surgeon, District Hospital, Bhandara Tenderer are required to submit the Tender cost & EMD paid through Online**

d)The quantities mentioned in the Tender are only approximate estimated quantities. The Civil Surgeon, District Hospital, Bhandara reserves the right to increase or decrease the quantities, to be purchased without assigning any reason thereof.

**1.2** If any tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, information etc. the tenderer has to deposit **Rs. 50,000/-Rupees (Fifty Thousand Rupees only)** in the form of Demand Draft drawn in favour of **Jr. Administrative Officer, District Hospital**

**Bhandara.** Payable at Bhandara in terms of deposit. This issue will submit to Purchase Committee 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 malaise the deposit will be forfeited. No interest shall be paid against this deposit.

**Tender shall have submit bids in two parts:**

- A) Technical Bid (Part I)
- B) Financial Bid (Part II)

**A) Technical Bid (Part I) :**

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

Technical bid shall contain following documents duly SELF Attested, failing which tender will be made **Administratively Invalid**. These documents should be uploaded by the bidders from original documents with digitally signed by the bidder to qualify for technical bid.

**1) Proforma**

To be submitted along with technical bid as mentioned in **Annexure-I**

In every case of offer whether indigenous or imported the name of manufacturer, address together with brand, make, model & manufacture date should be indicated in tender. **Any conditional offer of the Bidder will be rejected.**

**2) Earnest Money Deposit (EMD) :-**

The Bidder shall pay **EMD** online in favour of **JR. Administrative Officer, District Hospital, Bhandara**. No EMD will be accepted in the form of Bank Guarantee or DD. Bidders exempted from payment of EMD should produce attested documents which make the bidder eligible for exemption.

**Bidders are eligible for EMD exemption if the firms are registered with Government as per Micro, Small & Medium Enterprises Development Act 2006 (MSME), as a manufacturer. In such event the Bidder shall submit self attested copies of the valid registration attached with the tender.**

EMD of the unsuccessful Bidder will be discharged/returned within due course. Tenderer shall not be entitled for any interest on EMD. The successful tenderer's EMD will be discharged after signing the contract & submission of security deposit as stipulated.

The EMD is liable to be forfeited, if the party/successful Bidder :

- a) In case the tenderer quotes prices higher than allowed as per than MRP.
- b) Tenderers fails to accept the purchase order.
- c) If the tenderer withdraw its tender during the period of bid validity as specified in the tender.
- d) In case of successful tenderer fails to sign the contract in accordance with terms and conditions.
- e) The EMD shall be forfeited by the Civil Surgeon, District Hospital, Bhandara in the event of the successful bidder withdrawing his offer before the expiry of validity period or extended validity period.

- 3) Copy of G.S.T. Registration Certificate & PAN Card.
- 4) **GST Clearance Certificate :-**  
GST return mentioning clearance up to the last quarter (as applicable) from the date of publishing of the tender should be attached. The Bidder should also submit good & service tax payment receipt from the bank through which GST paid.
- 5) **Annual Turnover :-**  
The Annual turnover of the Bidder will be Rs.265 Lakh per year for last three years each i.e. 2022-23,2023-24 & 2024-25 to qualify & tenderer shall produce certificate from Chartered Accountant for annual turnover for last three years i.e. 2022-23,2023-24 & 2024-25.(Annexure II).
- 6) Tenderer shall produce GST Clearance Certificate & Audited Balance Sheet for Profit & Loss Accounts for last three years i.e. 2022-23,2023-24 & 2024-25 certified by the Auditor with seal of Registered Chartered Account. The Tenderer whos balance sheet are in losses in any year i.e. 2022-23,2023-24 & 2024-25 in Profit & Loss Statement are not eligible for this tender.
- 7) For **past performance** in support of above statement bidder must enclose the Experience Certificate not less than **80% in terms of value of bid** of the Modular Operation Theatre work done for last three years each i.e. 2022-23,2023-24 & 2024-25 (**As per Annexure III**) duly signed by Maharashtra State Government Institute purchasing authorities for successful execution and satisfactory work done of Supply, Installation, Testing & Commissioning Of Up gradation Of Operation Theatre.(**Work Order will not be considerd, only work done will be accepted**)
- 8) Original Catalogues.brouchers showing details of Technical Specifications of equipment should be enclosed.All specification should be substantiated by technical data sheets in original.Photocopies of the Catalogue/Broucher will be rejected.
- 9) Terms & Condition Acceptance Certificate should be submitted as per **Annexure IV**
- 10) **Authorization Letter :- ( Annexure V)**  
A Bidder quoting on behalf of manufacturer must attach specific authorization letter from the manufacturer to sell or supply mentioned work or product (Which shall exceed the period of contract) as per **Annexure-V** . (**It is mandatory to have a complete address, working e-mail address and contact numbers of the Manufacturer as well as it should mention the Country of manufacturing the equipment. Equipment supplied in any other place, than the mentioned originally, will be rejected.**)[**Incomplete Authorization in any form will not be accepted. It will be liable for rejection**]
- 11) Tenders are not allowed from manufacturer/sole distributor/supplier or contractor for the items for which the firm found guilty of malpractice, misconduct or blacklisted/debarred either by Public Health Department, Govt. Of Maharashtra or by any local authority,

Other state Government/Central Government organisation. Tender will be summarily rejected if any item in statutory cover is missing.

- 12) Bidder should submit Technical Compliance Chart ( **Annexure VI**)
- 13) **Authentication For Documents:**

The responsibility to produce correct authentication for documents rests with the Bidder. If any documents is detected to be forged, bogus etc., the tender shall be rejected and EMD shall be forfeited. Ant contract entered under such condition shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc against the said contractor/suppler shall be instituted.
- 14) Annexure I to Annexure XV forms an integral part of this document & should be submitted as per instruction attached with the Annexure.
- 15) Attested Photo copy of Manufacturers Factory License or sole Distributor/supplier, shop establishment registration certificate. The License of shop establishment registration certificate must have been dully renewed up to date.
- 16) The Technical Specification should match with require specification to qualify for financial bid.
- 17) Tenderes are required to sign and put the official seal of the company on every page of the tender form as well as a common set of deviations. They also required signing on every page of the specification copy and affixing the seal of the company at the right hand corner of the bottom of page.
- 18) The bidder should have minimum 1 service centers in State Maharashtra with complete address, phone nos., fax nos. and e-mails as per
- 19) The tendere should supply all goods manufactured by valid ISO:13485, 2016/CE/GMP/USFDA or European CE certified companies. A certificate must be submitted in the technical bid as per specifications.
- 20) The tenderer should supply all the medical equipments (OT Table, OT Light, Electric Suction Machine, Anesthesia work station must be CDSCO approved ( Central Drug & Equipment Standard Control Orgnization) & USFDA approved.
- 21) The tenderer and manufacturer both will be responsible for all types of quality issues even though supplies made by the distributor.
- 22) Successful Bidder Entitle for Bid has to be submitted 3% Amount Of Order as a Security Deposit in the form of a Performance Bank Guarantee or Demand draft in Favour Of **Jr. Administrative Officer,,District Hospital,Bhandara.( Annexure – VII)**
- 23) In case the Bidder is seeking Exemption like Start-UP India or NSIC with valid certificate with manufacture product list.
- 24) The tenderer must submit product catalog having the technical specification ask in Tender for quoted item.
- 25) Affidavit on non-judicial stamp paper of Rs.500/- regarding the quoted Medical Instrument & Equipment in the tender are having Two Year Warranty with Notarize ( **Annexure - VIII**)
- 26) The tenderer must submit hard copies of all documents and the EMD Receipt (including the declaration Annexure,Warranty Certificate and Non Black Listed Certificate to the buyers office within 3 working days from the Tender end date as enclosed in tender.

27) Specifications should be read carefully since quoted rates are bonded and not reversible.  
28) If tenderer is a distributor/supplier then it is compulsory to submit **No Convection Certificate** issues from concern FDA. Validity must be mention on certificate. If not submitted then bid of concern will be rejected.

28) For items manufactured outside India, the manufacturer /Importer shall

Submit following documents along with tender.

- i) Authority letter of the original manufacturer for importing the product for which bid is offered or contract agreement between foreign manufacturer and importer.
- ii) Valid import license in form 10 and Form no.41 for drugs & medical devices.
- iii) C.E./US FDA certificate wherever applicable.
- iv) License to sell drugs/devices in India.
- v) Bill of entries to asses that the quoted product is imported in India since last 3 years.
- vi) **Bill of entries of the Importer for atleast last three years for quoted products**
- vii) Original manufacturer's certificate that the product is being used in country of origin or COPP.
- viii) Import Export Certificate ( IEC Code)
- ix) Affidavit of importer regarding items being imported in India for last three years,
- x) Bill of landing/airway bill for quoted product(s) for last 3 year showing country of origin.
- xi) Country of origin certificate

29) **Site Survey Report :-**The Bidder must visit all the sites mentioned in the bid within the bid period. It is mandate for bidders to submit site visit report of mentioned sites in the bid along with approve drawing from the tendering authority. The demonstration of modular OT should be given within bid period and the tendering authority reserves all the right to accept/reject the demonstrated by the bidder. (Annexure – X)

**Note:** At the time of submission of tender documents to this office all the photo copies of certificates/documents attached with the tender should be duly self-Attested. If any of the documents/INFORMATION as enlisted from NO.01 to No.13 is not attached with the tender, the tender is liable to be treated as Invalid.

**A) Financial Bid (Part II):**

Financial Bid (Part II) should contain the price, The cost should be quoted in Indian currency only, any fluctuation in the international currency will not be concern of Civil Surgeon, District Hospital , Bhandara and the price quoted in the tender will be considered as final. Bidder should quote the price in proforma mentioned in **Annexure- IX** including GST, Transport Charges & all other charges in the BOQ only.

**Price Bid should not be submitted in technical bid. If the financial bid Part II is submitted in technical bid, the tender will be rejected. All financial offers must be prepared and submitted online. Commercial quote in any other format shall be rejected. Conditional offers shall not be considered and shall be treated as non responsive.**

### General Terms & Conditions Concerning the Tender

- 1) No price should be quoted in part I (Technical Bid). If any price is quoted in technical bid, the entire tender shall be considered as INVALID and be cancelled.
- 2) Part II (Financial Bid) shall be opened only when the documents as mentioned in Part I are in order, as per requirements and as per specifications. Valid Bidder shall be informed accordingly.
- 3) Part II (Financial Bid) shall be opened of only those Bidders who have submitted all the documents as per tender terms and conditions in Part I and are technically qualified.
- 4) Selection of Bidder :-
  - a) Bidder quoting the Lowest Price shall be selected and be awarded the contract.
  - b) In event of 2 (two) L1 Bidders quoting the same price, then a demonstration of both the Bidders will be taken.
- 5) The tender validity should be for a minimum period of 365 days from the date of opening the Part 2 (Financial Bid). In exceptional cases the validity of the tender can be extended up to 90 days subject to submission of revised EMD, as per departmental Notification and by mutual consent of respective bidders.
- 6) There will be no change or any type of rectification in quoted cost due to International fluctuation of currency or newly implied duties by the Central or State Govt. after submission of tender. No communication in this regards will be entertained.
- 7) The successful Bidder will have to pay a security deposit of an amount **equivalent to 3% of the Tender cost** of the equipment in the form of Demand Draft / Bank Guarantee issued by a National Bank in India offered in the following form within 30 days from the date of issue of Award of Contract from the concerned institute.
- 8) **Payment** – The payments shall be made by following procedures
  - i) After acceptance of tender, the supply order of mentioned work in the tender will be given by the Civil Surgeon, District Hospital, Bhandara
  - ii) After confirming the supply & installation of said work, the invoice will be certified by the hospital authorities, after satisfaction, they will submit the invoice along with necessary certificates for further action of payments to vender. The Civil Surgeon, District Hospital, Bhandara will make final payments to vendors as per availability of funds.
- 9) **Blacklisting:** The Bidder will be black-listed, if it is found that the Bidder has:-
  - a. Forged documents are submitted OR
  - b. Become non responsive on the basis of submission of bogus certificate / information.
  - c. Defaulted in supply of equipment / accessories
  - d. Supplied substandard quality or supply of equipment / accessories found to have been previously used or having reconditioned parts.

e. Breached a term of this Tender, its corrigendum's, contract and/or any document that may be released in relation to this Tender.

**10) Delivery Period & Place of Delivery –**

The bidder must complete the handover of all modular operation theatre within 45 days from the date of acceptance of order, such affidavit must be provided to addressing the tendering authority on non-judicial stamp paper.

**11) Default Clause/Cancellation on failure to supply –**

If the supplier fails to commence delivery as schedules or to deliver the quantities ordered to him within the delivery period stipulated in the contract, it shall be discretion of the purchaser either, to extend or to cancel the contract in whole or in part without any show cause notice. If the purchaser decides to cancel the contract, the mode of repurchase will be at the discretion of the purchaser. The supplier shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the purchaser may sustain on account of such repurchase at the risk and cost of the supplier. In addition to action above, the purchaser may debar the defaulting supplier from future orders, for maximum period of 3 years.

**12) Quality Assurance –**

- i) The supplier should submit the written Quality Assurance Certificate whenever necessary.
- ii) The purchaser shall have the right to make claims under the above after the goods have been delivered to the final destination indicated in the contract. The supplier will be entitled to remove, at his own risk and cost, if the batches founds substandard.
- iii) If in case F.D.A. declared the goods substandard the cost of complete consignments should be replace or value of total consignment should be recovered.

**13) Complaint:** If any Bidder has a complaint against any process, decision, against the other tenderer regarding submission of false documents etc the Bidder has to deposit Rs,50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft drawn in favour of Jr.Administrative Officer, District Hospital, Bhandara, payable at Bhandara. This issue will submit to purchase committee 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 malaise the deposit will be forfeited. No interest shall be paid against this deposit. To review such decision or grievance and mention clearly his grievance, provided that after declaration of successful bidder only those bidders who have participated in tender

process can lodge complaint also if technical bid is opened and before opening of financial bid only those bidders who have been declared as technically qualified can lodge their grievance.

**14) Jurisdiction of the Courts:**

In case of any claim, dispute or differences arising in respect of tender, the cause of Action shall be deemed to have arisen in Bhandara and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in a Competent Court in the city of Bhandara.

**15) Affidavit on non-judicial stamp paper of Rs.500/-stating that the "rates quoted in the Tender are not higher than DPCO, NPPA or not higher than MRP" to be submitted to this office along with EMD.(To be submitted to this office) - As per Annexure – X**

**16) Affidavit on non-judicial stamp paper of Rs.500/-regarding the firm has not been found Guilty of malpractices, misconduct or blacklisted/debarred for the quoted product by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations as on the date of submission Tender document for the quoted items."(To be submitted to this office) – As per Annexure – XI**

**17) Submission Of Bid:**

**a) It shall be deemed that by submitting a Bid, the Bidder has:**

- i) Made a complete and careful examination of the Bidding Documents;**
- ii) Received all relevant information requested from the Civil Surgeon, District Hospital, Bhandara**
- iii) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Civil Surgeon, District Hospital, Bhandara relating to any of the matters referred herein above;**
- iv) Satisfied itself about all matters, things and information including matters Referred here in above necessary and required for submitting an informed Bid, Execution of the Project in accordance with the Bidding Documents and Performance of all its obligations there under;**
- v) Acknowledged and agreed that inadequacy, lack of completeness or Incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred here in above shall not be a basis for any claim For compensation, damages, extension of time for performance of its Obligations, loss of profits etc. from the Civil Surgeon, District Hospital, Bhandara or a Ground for termination of the Concession Agreement by the Successful Bidder;**
- vi) Agreed to be bound the undertaking provided by it under and in terms hereof.**

- b) Civil Surgeon, District Hospital, Bhandara shall not be liable for any omission mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to BID, the bidding Documents or the Bidding Process, Including any error or mistake therein or in any information or data given by the Civil Surgeon, District Hospital, Bhandara.
- c) **Verification and Disqualification** - The Civil Surgeon, District Hospital, Bhandara reserves the right to verify all statements, information and document submitted by the Bidder in response the bid the Bidding Documents and the Bidder shall, when so required by the Civil Surgeon, District Hospital, Bhandara make available all such information evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Civil Surgeon, District Hospital, Bhandara shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Civil Surgeon, District Hospital, Bhandara there under.
- 18) **Confidentiality:** Information relating to the examination, clarification, evaluation and Recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Civil Surgeon, District Hospital, Bhandara in relation to, or matters arising out of or Concerning the Bidding process. The Civil Surgeon, District Hospital, Bhandara will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Civil Surgeon, District Hospital, Bhandara may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Civil Surgeon, District Hospital, Bhandara or as may be required by law or in connection with any legal process.
- 19) **Correspondence with Bidder:** Save and except as provided in this Bid, the Civil Surgeon, District Hospital, Bhandara shall not entertain any correspondence with any Bidder in Relation to acceptance or rejection of any Bid.
- 20) **FRAUD AND CORRUPT PRACTICES:** The bidders and their respective officers, employee, Agents and adviser shall observe the highest standard of ethics during the bidding Process and subsequent to the issue of the AOC (Award Of Contract) and during the subsistence of the Concession agreement, the Civil Surgeon, District Hospital, Bhandara may reject a Bid, Withdraw the AOC, or the terminate the concessions agreement as the case may be, Without being liable in any manner whatsoever to the bidder or Successful Bidder, as The case may be, has directly or indirectly or through an agent, engaged in Corrupt Practice, fraudulent practice, coercive practice, undesirable practice or restrictive Practice in the bidding process. In such an event, the Civil Surgeon, District Hospital, Bhandara shall be entitled to forfeit and appropriate the EMD or security deposit as the case may be, as damages, without prejudice to any other right or remedy that may be

Available to the Civil Surgeon, District Hospital, Bhandara under the bidding documents And / or the concession agreement, or otherwise. Without prejudice to the rights of the Civil Surgeon, District Hospital, Bhandara under clause hereinabove and the rights and Remedies which the Civil Surgeon, District Hospital, Bhandara may have under the AOC or the concession agreement or otherwise if a bidder or Successful Bidder, as the case may be, is found by the Civil Surgeon, District Hospital, Bhandara to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process or after the issue of the AOC or the execution of the concession agreement, such bidder or Successful Bidder shall not be eligible to participate in any tender or BID issued by the Civil Surgeon, District Hospital, Bhandara during a period of 2 (two) years from the date such bidder or Successful Bidder, as the case may be, is found by the Civil Surgeon, District Hospital, Bhandara to have directly or indirectly or through an agent, engaged or Indulged in any corrupt practice fraudulent practice, coercive practice undesirable practice or restrictive practice, as the case may be.

#### **21) Arbitration**

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator (will be declared by movement as per the need), 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.

### List Of Annexures

<b>Annexure No.</b>	<b>Description</b>
<b>Annexure No-I</b>	Performa to be submitted along with Technical Bid.
<b>Annexure No-II</b>	Annual Turnover Statement.
<b>Annexure No-III</b>	Passed Performance i.e. experience certificate.
<b>Annexure No-IV</b>	Terms & Conditions Acceptance Certificate.
<b>Annexure No-V</b>	Authorization Letter.
<b>Annexure No-VI</b>	Technical Compliance Chart
<b>Annexure No-VII</b>	Security Deposit Form
<b>Annexure No-VIII</b>	Warranty Certificate
<b>Annexure No-IX</b>	Price Bid For Current Tender.
<b>Annexure No-X</b>	Performa of affidavit on Rs.500/- stamp paper.
<b>Annexure No-XI</b>	Performa of affidavit on Rs.500/- stamp paper.
<b>Annexure No-XII</b>	Power Of Authority
<b>Annexure No-XIII</b>	Undertaking for Replacement of Rejected Material
<b>Annexure No-XIV</b>	Penalty Charges
<b>Annexure No-XV</b>	Contract Form
<b>Annexure No - XVI</b>	Site Survey Report

**Annexure – I**  
**(Incomplete Annexure is liable for Rejection)**  
**(On Bidder's Letterhead)**

**PERFORMA TO BE SUBMITTED ALONG WITH TECHNICAL BID**

- 1) Name and address of the firm:
- 2) Registered Head Office Postal address:
- 3) Telephone No. & FAX &E-Mail:
- 4) In case of proprietorship / Partnership firms / Joint Venture / names of proprietors / Partners/ Authorized Person / Directors with address:
- 5) Ownership status of the firm  
(Maharashtra Govt. / Central Govt./Jt. Sector /co - operative /SSI /Private)
- 6) Whether tendering as a manufacturer / Agent/ Distributor
- 7) Name of the person& Phone no. who should be contacted by this office in case of any urgent problem.
- 8) Full Address with Email ID, Phone Numbers and Location of Original manufacturing work/factory/factories:

**I / we hereby declare that particulars furnished above are true to the best of my /our knowledge and belief and that if any of the particulars is found to be materially incorrect /misleading, my /our tender shall be rejected and I / we are liable for penal action as per terms specified in the " term and conditions of tender".**

Date:

**Full Signature of the Bidder  
with official seal and address**

## Annexure II

### Annual Turnover Statement for Three Years (For Period Of Last 3 Years i.e. 2022-23 , 2023-24 & 2024-25)

To,  
Civil Surgeon,  
District Hospital,Bhandara-441904

Subject : Submission proforma of Annual Turn Over statement for three years i.e.  
2022-23, 2023-24 & 2024-25

The Annual Turn Over of M/s ----- for the  
past three years are given below & certified that statements are true and correct.

Sr.No.	Year	Turnover Rs. in Lakh (Annual turnover 265 Lakh each for three year)
1	2022-2023	
2	2023-2024	
3	2024-2025	

Date:

Seal:

Signature of Auditor/  
Chartered Accountant with name

**Annexure III**  
**(Incomplete Annexure is liable for Rejection)**  
**(On Bidder's Letterhead)**

**Proforma For Past Performance Statement**

To,  
Civil Surgeon,  
District Hospital, Bhandara - 441904

Subject: Submission of proforma of Past Performance statement for last three years  
i.e., 2022-23, 2023-24 & 2024-25

Sr.No.	Year	Name Of Product	Name & Full Address of Purchaser	Order No.&Date	Date Of Completion as per contract	Date of actual delivery in case of product.	Reason for late deliver if any
1	2022-23						
2	2023-24						
3	2024-25						

**Note: Annexure III is for past performance, in support of this Annexure III Manufacturer/Distributor/Whole sale supplier must enclose the Experience Certificate for stated work or similar work in tender for last three year i.e., 2021-22, 2022-23 & 2023-24 & certificate signed by Head Of Department of Institution. (Annexure III duly signed & stamped by Chartered Accountant)**

**(Add As many rows you want)**

Date:

Seal:

Signature of Chartered  
Accountant with name

**Annexure IV**  
**(Incomplete Annexure is liable for Rejection)**  
**(On Bidder's Letterhead)**  
**Terms & Condition Acceptance Certificate**

Ref:

Date:

To,

Civil Surgeon,  
District Hospital, Bhandara  
441904

Ref: Tender Document No-----Date-----

Respected Sir,

I/we the undersigned have examine the above-mentioned Tender Enquiry document, including Addendum/Corrigendum No----- Date----- (If Any) the receipt of which is hereby confirmed.

If our tender is accepted, we undertake to supply the good & perform the service as mentioned in Tender Enquiry Document is accordance with the delivery scheduled.

We further understand that you are not bound to accept the lowest or any tender you may receive against your tender enquiry.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry document including Addendum/Corrigendum if any.

Signature & stamp of tenderer

**Annexure V**  
**(On Bidder's Letterhead)**  
**(Incomplete Annexure is liable for Rejection)**  
**(Authorization Letter)**  
**(On manufacturer's Letter Head)**

Ref:

Date: .

To,

Civil Surgeon,  
District Hospital, Bhandara  
441904

Dear Sir,

I/We the undersigned who is/are authorized signatory/signatories of the  
(Name & complete address)

Manufacturing Firm M/s ..... (Country of origin)..... do  
(Name & complete address)

hereby authorize M/s ..... to quote rates/collect the  
orders/raise the bills for the items manufactured by me/us under the Tender No.....

I/We have gone through all the terms and conditions and read important instructions  
of the tender and will be binding on me/us and also the Distributor/Dealer  
(Name & complete address)

/Agent M/s..... exclusively appointed by me/us during the  
whole contract period including extension period of the said contract.

**We hereby confirm that all after sale services of our product supplied will be provided by us  
or above said authorized distributor herein during the lifetime of the machines, exceeding the  
contract period.**

Manufacturer's Authorized  
Signature with Stamp Seal

**Annexure VI**  
**(Incomplete Annexure is liable for Rejection)**  
**(On Bidder's Letterhead)**  
**Technical Compliance Chart**

Sr. No.	Technical specifications/composition of tender enquiry	Compliance on each parameter with detailed substantiation how the requirement.(Do not write simply Yes or complied or as per licenses mentioned in the bid.If written then bid will be rejected	Brand Name (only for importer)	Medical Devices/Import License	MSMS/SSI	Remarks if any
A	B	C	D	E	F	G

**Annexure VII  
SECURITY DEPOSIT FORM**

To: ..... (Name of Purchaser) •

WHEREAS..... (Name of Supplier)

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

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

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

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

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

Signature and Seal of Guarantors

.....  
.....

Date.....

Address..... •

**Annexure VIII**  
**AFFIDAVIT on Non-Judicial Stamp Paper of Rs.500/-**  
**(To be submitted to the office)**

**Reference : Tender No.**

This is to certify that regarding Ensure to for any changes for work during the work execution in Tender cost, The all Equipment's in are having Two Years Warranty With Notarise.

**Date ;**

**Place :**

**Seal**

**Signature**

**Annexure IX**  
**(Price Bid for Current Tender)**  
**(Financial Bid Part II)**

To,  
Civil Surgeon,  
District Hospital, Bhandara  
441904.

Subject : Online Price Bid for current Tender.

Item Sr. No	Name & Description Work with Specification	NO.OF Qty	Compliance on each Parameter with detailed substantiation how the offered product Mention As Per CE/ISI/ISO Certificate with item wise approved product list Don't Write Yes Or NO) Along With Detail	Plz Mention Name Of Manufacturer
1	Supply, Installation, Testing And Commissioning of up gradation of Operation Theatre At District Hospital, Bhandara	1		
2	Supply, Installation, Testing And Commissioning of up gradation of Operation Theatre At Rural Hospital, Lakhandur Dist - Bhandara	1		

Signature & stamp of tenderer

**Annexure X**  
**AFFIDAVIT on Non-Judicial Stamp Paper of Rs.500/-**  
**(To be submitted to the office)**

To,  
Civil Surgeon,  
District Hospital, Bhandara,  
441904

Subject: Submission of Affidavit on Non-Judicial Stamp Paper Of Rs.500/-

Reference: Tender No-----Date-----

This is to certify that rates quoted in the above tender are not higher than DPCO, NPPA& not higher than MRP.

Seal

Signature

**Annexure XI**  
**AFFIDAVIT on Non-Judicial Stamp Paper of Rs.500/-**  
**(To be submitted to the office)**

To,  
Civil Surgeon,  
District Hospital, Bhandara,  
441904

Subject: Submission of Affidavit on Non-Judicial Stamp Paper of Rs.500/-

Reference: Tender No-----Date-----

The Firm (Name of Firm) has not been found guilty of malpractices, misconduct or blacklisted/debarred/deregistered for the quoted product Public Health Department, Govt. Of Maharashtra or by any local authority and other state government /Central governments organisations as on date of submission of tender document for the quoted items.

Seal

Signature

**Annexure- XII**  
**(On Letter Head of Bidder)**

**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	<b>Information of Authorized Representative or Self (Owner)</b>		
	A) Name of Person	:	
	B) Contact No.	:	
	C) AADHAR Card No.	:	
	D) PAN Card No.	:	
	E) Email I.D.	:	

**Date:**

**Signature & stamp of bidder**

**Annexure – XIII**  
**(On Letter Head of Bidder)**

*Undertaking for Replacement of Rejected Material*

The undersign is aware that if any material full or in parts rejected by the consignee than we have to replace rejected material with approved one.

We will remove the rejected material within 15 days including transport cost failing which the same will be disposed of by consignee at risk and cost of contractor without any further correspondence in this regards.

Sign and office seal of the Tenderer

**Annexure-XIV**  
**(On Letter Head of Bidder)**

We/I \_\_\_\_\_ agree that if L1 Bidder is not able to complete the supply of Items or work completion with time give period, Buyer has all the rights to raise the Penalty 0.5 % Per Week or Cancel the Order Without any prior Intimation or Blacklist the Bidder.

Date

Place-

Signature and Stamp of Bidder

Annexure-XV

CONTRACT FORM

(On Letter Head of Bidder)

To,

.....  
.....  
.....

Sub:- *Submission of Agreement contract form*

*Name of the Department* :

*Address of the Department* :

(Stamp duty as applicable as per MSA)

THIS AGREEMENT made the .....day of.....,2024... Between.....  
(Name of purchaser) of..... (Country of Purchaser) (Hereinafter "the Purchaser") of the one  
part and..... (Name of Supplier) of..... (City and Country of Supplier)  
(Hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz. (Brief  
Description of Goods and Services) be procured and has accepted a bid by the Supplier for the  
supply of those goods and services in the sum of..... (Contract Price in Words and  
Figures) (Hereinafter called "the Contract Price"). Whereas the supplier has deposited a Bank  
Guarantee of Rs..... (Rs. in words.....) as performance security towards the  
fulfillment of this agreement

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively  
assigned to them in the Conditions of Contract referred to.

2. The contractor has accepted the contract on the terms and condition set out in notice No.-----  
----- as well in the Acceptance Letter No : - ----- Dt:-----  
-----which will hold good during the period of this agreement.

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

- (a) The Price List submitted by the Supplier;
- (b) The Schedule of Requirements;
- (c) The Technical Specifications; (d) Terms & conditions of tender document.

(e) The Purchaser's Notification of Award.

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

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

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

7. This Agreement shall remain in force until the expiry of the date of delivery of material but notwithstanding herein or in the tender and acceptance forms contained the „Government shall not be bound to take the whole or any part of the estimated quantity herein or therein mentioned and may cancel the contract at any time upon giving one month’s notice in writing without compensating the Supplier.

8. The Supplier has fully read, understood & shall abide by all the term and conditions as stipulated in Tender document, failing which the Contract Agreement is liable to be terminated at any time without assigning any reason by the Civil Surgeon General Hospital Bhandara

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

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

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

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

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

2. Actual supply to take place only after & as per the supply order(s) issued by Civil Surgeon General Hospital Bhandara from time to time.

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

Signed, Sealed and Delivered by the

Said..... (For the Purchaser) in the presence of:.....

Signed, Sealed and Delivered by the

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

**Annexure XVI**  
**SITE SURVEY REPORT**  
**(Incomplete Annexure is liable for Rejection)**  
**(On Bidder's Letterhead)**

To,

Civil Surgeon,  
District Hospital, Bhandara  
441904

Ref : Tender Document No-----Date-----

Sub :- Submission Of Site Survey Report.

Respected Sir,

We have made the Site Survey for the Supply, Installation, Testing and Commissioning of Upgradation of Operation Theatre at District Hospital, Bhandara & Rural Hospital, Lakhandur Dist-Bhandara & have understood all area and site details. We have taken endorsement of Civil Surgeon & Medical Superintendent of respective site.

Signature & stamp of tenderer

Signature Of

- 1) Civil Surgeon, District Hospital, Bhandara
- 2) Medical Superintendent, Rural Hospital, Lakhandur Dist – Bhandara.