



Government of Maharashtra

**NATIONAL HEALTH MISSION DHARASHIV, MAHARASHTRA
District Health Officer ,DHARASHIV District**

Website: <https://mahatenders.gov.in>

(Linked to website: <http://maharashtra.etenders.in>)

Email: nrhmdpmsmanabad@gmail.com

Phone : 02472-221613

Tender for supply of Furniture for Health & Wellness Centre

Not Transferable

Procurement of Furniture for Health & Wellness Centre for Dharashiv District

Tender Reference No: Tender No.04 Furniture for H&WC for Dharashiv **District 04/2024-25**

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

Tender Reference No: Tender No..... . Furniture for H&WC for Dharashiv **District** /2024-25
District Health Officer Dharashiv District invites on line TENDER for THE PERIOD 2024-25 in
two envelope systems from the Primary Manufacturers for purchase of following items.

Sr. No.	Name of Item	Approximate Quantity	Tender Fees (Rs.)	EMD (Rs.)	Turnover (Rs.)
1	Chairs	27	1000	18000	18.00 Lakh
2	Office Chair	9			
3	Office Table	27			
4	Examination table with footstep	9			
5	Steel Almirah / Cupboard/storage chests	9			
6	Stainless steel stool	9			
7	Lab table	9			
8	Benches for patient waiting area	9			

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

TENDER SCHEDULE

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

Date of commencement of sale of : **10.01.2025**, / Tender document/ Download

Last date for sale of tender document : **20/01/2025, 18 :55 PM**

Bid preparation, sale & submission Period: **10/01/2025, to 20/01/2025, 18:55 PM**

Closing of Bid (By Department) : **20/01/2025, 18:55 PM**

Date and time of opening of Envelope No. :- **22/01/2025, 14 :00 PM Onwards**

Address for communication : Office of the,
District Health Officer,Zilha Parishad Dharashiv
Phone NO: 02472-221613

A complete set of tender documents may be purchased by interested eligible tenderer upon online payment of a non-refundable fee. Bidder has to be pay in the form of **Demand Draft in favor of " District Health and Family Welfare Society Osmanabad –Other Programme"** as per the duration in time schedule as per e- tender procedure.Bidder Should be submit the **Demand Draft in NHM ZP Dharashiv office on 21/01/2024 at 17:00 PM otherwise Tender will be rejected.**

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

District Health Officer, Zilha Parishad Dharashiv 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.

District Health Officer,
Zilha Parishad Dharashiv

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TERMS AND CONDITIONS:

1.Introduction

The District Health Officer , Zilha Parishad Dharashiv hereinafter referred to as a “Purchaser “ invites online tender in two Envelope systems for supply of item specified in **Annexure-A** Schedule of Requirements, for the use in Govt. health facilities in the Director of Health services Maharashtra.

Interested eligible Tenderers may obtain further information of technical specification, required quantities and other terms and conditions applicable for procurement of item from Government of Maharashtra E-tendering website <https://mahatenders.gov.in> & our web <http://arogya.maharashtra.gov.in>

All tender related activities (Process) like Tender Document Download, Tender Preparation and its submission, Tender submission and submission of EMD and other documents will be governed by the time schedule

All activities of this tender are carried out **online** on Website <https://mahatenders.gov.in> The tender document is uploaded/Released on Government of Maharashtra, (GOM) e-tendering website <https://mahatenders.gov.in> and has to be downloaded as well as filled up and submitted **online only**. Tenderer are required to submit online the tender cost of as per mentioned in the tender document (Non-refundable). In no case, the tender cost/fee should be mixed with EMD amount. Tender shall liable to be rejected summarily upon failure to follow procedure prescribed in the Tender document

The quantities mentioned in the Tender are only approximate estimated quantities. The **District Health Officer, Dharashiv District** reserves the right to increase or decrease the quantities, to be purchased without assigning any reason thereof.

If any tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, information etc. The tenderer has to submit the complaint before price bid opening along with deposit of Rs.50,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft drawn in favour of District Health Officer, Zilha Parishad Dharashiv payable at Dharashiv in terms of deposit. This issue will submit to Central Purchase Committee along with facts. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true by the Central Purchase Committee. However, if the complaint found to be false and malafide the deposit will be forfeited. No interest shall be paid against this deposit. Any complaint received after price bid opening will not be entertained.

2.Eligibility criteria:

Eligibility criteria for this Tender:

Bidder must be a Primary manufacturer having valid manufacturing license for the items quoted. Hence forth Manufacturer named as Tenderer. **Distributors/Suppliers/Agents/Authorized dealers are not eligible to participate in this tender.** The tenderer must have its own manufacturing facility & valid manufacturing license. **Loan Licence is not eligible.**

The successful bidder can appoint his territorial distributors at his own cost & at own risk at the time of supply after awarding of the tender. **Inc case order issued from circle/ district level manufacturer can appoint distributor for supplies as well as collection of payment however** distributor should fulfill the criteria. Manufacturer has to authorize the distributor while participating in tender along with distributor’s documents namely valid license and recent sales tax clearance certificate. Manufacturer will be solely responsible for all types of quality issues even though supplies are made by distributor.

For items manufactured outside India, the manufacturer / subsidiary shall submit following

documents along with tender.

- i) Authority letter of the original manufacturer stating that the tendering firm is wholly owned subsidiary of manufacturer India.
- ii) Valid import license in form 10 for devices. And IEC code for other Products/C.E. certificate
- iii) Bankers certificate
- iv) Bill of entries to access that the product is imported in India since last 3 years
- v) Original manufacturer's certificate that the product is being used in country of origin

The minimum annual turnover of the bidder shall be as indicated below for the period of past three years i.e. (2021-22, 2022-23 and 2023-24) to qualify per year. This is applicable for Schedule as a whole.

S. No.	Description	Dharashiv District Turnover of company in Rs
1	Chairs	18.00 Lakh
2	Office Chair	
3	Office Table	
4	Examination table with footstep	
5	Steel Almirah / Cupboard/storage chests	
6	Stainless steel stool	
7	Lab table	
8	Benches for patient waiting area	

Tenderer shall produce Certificate from Chartered Accountant for Annual turnover of last 3 Years (2021-22, 2022-23 and 2023-24) in the format given in **Annexure -3**.

Tenderer shall produce Audited Balance Sheet and Profit and Loss Accounts for last three Years i.e. (2021-22, 2022-23 and 2023-24) certified by the Auditor.

Tenderer (manufacturer) must have valid Current/Valid MFG Licence.

Tenders are not allowed from manufacturer or Distributor for the product (s) for which the Firm found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations in the past three years for item quoted.

No guarantee is given for issue of order of total quantity mentioned in the tender document. The bidder has to supply quantity as may be ordered by the Direct Demanding Officers during the currency of the contract.

The eligible manufacturer or Distributor must submit particulars of quantity of the past supplies made as per the performance statement Format provided in the tender document without any alteration, during the last Three calendar years, out of this at least 25 % quantity for similar Product as specified in the Technical Specification and in the Schedule of Requirements & must have been supplied in any one of the last 3 (Three) calendar years, till date of publication of tender, to be eligible & to qualify for evaluation(Annexure 3)

3. Cost of bidding

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

4. Clarification of tender document

A prospective tenderer requiring any clarification of the tender document shall contact the Purchaser by letter or email 10 days prior to last date & time of closing sale of tender. Email ID – nrhmdpmDharashiv@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 +91-7878007973** prospective tenderer's requiring any clarification after this last date will not be entertained

5. Amendment of tender document

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

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.

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

To give prospective Tenderers 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 Tenderers by placing it on website of the extended deadline and will be binding on them.

6. Submission of tenders:

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

Tender should be submitted through website <https://mahatenders.gov.in>, and Online only in two envelopes i.e. Technical Bid in envelop no.1 & Commercial bid in Envelop no. 2. The EMD as required in the tender documents should invariably be submitted before the last date and time for sale close of tender on address mentioned below.

The District Health Officer

Zilha Parishad Dharashiv

Phone NO : 02472-221613

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.

Late tender offers:

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

Envelope No. 1 (Technical Bid):

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

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

(Technical Bid): Technical offer must be submitted.

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

1. Tender Form as per Annexure-1.
2. The instruments such as power of attorney, resolution of board etc. authorizing an officer of the tenderer.
3. Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser.
4. Attested photocopy of manufacture & distributor license duly approved by the Licensing Authority for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. If quoted item is manufactured at different places, Manufacture & distributor License & Performance certificate from all such places from respective Administration should be enclosed. However Loan Licensee is not allowed.
- 5. Current/Valid MFG Licence issued by concerned authority for quoted item.**
- 7. Production certificate issued by the competent authority of the State as per Annexure-2 (From CA).**
8. Performance statement of the offered product for last three years in the format given in **Annexure -2** supported by copies of purchase orders/satisfactory certificates issued by the clients for major supplies.
9. Technical compliance of the offered product as per **Annexure-B**.
10. Annual turnover statement for last 3 years (2021-22, 2022-23 and 2023-24) in the format given in **Annexure - 3** certified by the Chartered Accountant.
12. Copies of Balance Sheet and Profit and Loss Accounts for last three years i.e.(2021-22, 2022-23 and 2023-24) certified by the Auditor.
13. GST Registration certificate.
14. Affidavit on non-judicial stamp paper of Rs. 100/- that the rates quoted in the tender are not higher than MRP and regarding acceptance of Warranty, AMC/CMC and spare parts as per clause 22.
- 15. Bidder should submit "Affidavit on non-judicial stamp paper of Rs.100/- regarding the firm has not been found guilty of malpractices, misconduct or blacklisted/debarred for the quoted product by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations in on the date of submission tender document for the quoted items."**
- 16. Attested copy of valid registration made by manufacture & distributor firm for the offered product With Directorate General of Supplies & Disposal (D.G.S. & D) or Small Scale Industries (S.S.I. of Maharashtra) And other or National Small Scale Industries Corporation (N.S.I.C) should be submit, if applicable. If firms of any of these Small Scale Industries categories wish to enjoy any preference declared by Maharashtra Government Resolution under which they are entitled for preferences should be submit along with Registration Certificates failing which they shall be treated at par with other tenderers. This preference shall invariably be applicable to the Manufacturers for the specific product as per technical specifications of this tender. Exemption for submission of EMD will also applicable to concern distributor**
17. Details of manufacture & distributor unit in **Annexure-4**. The details containing the name

- and address of the premises where the items quoted are actually manufactured.
18. Details of items quoted with name and code as per **Annexure-5**.
 19. Details of technical personnel employed in the manufacture & distributor and testing unit Along with plant and machinery available.
 20. The Govt. orders issued by industries department & Public Health Department, Govt. of Maharashtra time to time will be applicable to this tender.
 21. Valid ISO Certification allotted by the appropriated authority.
 22. Bidder must be submit a Quality test report of any government appropriate authority along with bill
 23. **Annexure B Technical specification compliance:** Compliance on each parameter with Detailed substantiation how the offered product meets the requirement. **(Do not write Simply Yes. If written then bid will be rejected)**

Envelope No. 2 (Price bid):

- (a) All Commercial offers must be submitted online at <https://mahatenders.gov.in> as per the instructions on the portal.
- (b) Rates should be quoted in the Price Schedule **Annexure-7** only.
- (c) Tenderers 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

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

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 Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

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.

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.

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.

Period of Validity of tenders: 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. Prior to the expiration of the bid validity the Purchaser may request the tenderers to extend the bid validity for the period as required by the Purchaser.

10. Earnest Money Deposit:

All tenders must be accompanied with Earnest Money Deposit (EMD) and Tender Fees for the amount Of

Sr.No.	Name of Item	Tender Fees (Rs.)	EMD (Rs.)	Turnover (Rs.)
1	Chairs	1000	18000	18.00 Lakhs
2	Office Chair			
3	Office Table			
4	Examination table with footstep			
5	Steel Almirah / Cupboard/storage chests			
6	Stainless steel stool			
7	Lab table			
8	Benches for patient waiting area			

The EMD and Tender Fees shall be submitted in the form of Demand Draft in favor of " District Health and Family Welfare Society Osmanabad –Other Programme" . Bidder Should be submit the Demand Draft in NHM ZP Dharashiv office on 21/01/2024 at 17:00 PM otherwise Tender will be rejected.

Manufacture Firms who registered for offered product with Directorate General of Supplies & Disposal (D.G.S. & D), Small Scale Industries (S.S.I) of Maharashtra And other or National Small Scale Industries Corporation (N.S.I.C) will be granted exemption from payment of EMD in respect of tender item as specified in the technical specifications is mentioned in the registration certificate which has been produced for exemption.

The tenders submitted without EMD will be summarily rejected.

Unsuccessful tenderer's EMD will be discharged/returned within a period of 30 days after award of contract to the successful bidder

Tenderer shall not be entitled for any interest on EMD

The successful tenderer's EMD will be discharged after signing the Contract and submitting the security deposit as stipulated.

The EMD shall be forfeited:

- In case the tenderer quotes prices higher than allowed as per than MRP.
- Tenderer fails to accept the purchase order.
- If a Tenderer withdraws its tender during the period of bid validity as specified in the Tender.
- In case of a successful Tender, if the tenderer fails:
 - To sign the Contract in accordance with terms and conditions or.
 - To furnish security deposit as per tender clause 15.

11. Prices

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.

Purchases may be made on staggered basis as per the requirement of the Purchaser.

Tender has been called for in the generic names of item and should quote the rates for the generic products only. The Tenderer shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract. Tenderers shall quote

for the complete requirements of items, failing which such tenders will not be taken in to

account for Evaluation.

Rates should be quoted in Indian Rupees only for each of the required furniture separately on door delivery basis according to the unit asked for strictly as per the format of price schedule (Annexure-8). Tender for the supply of items, medicines, etc. With conditions like 'AT CURRENT MARKET RATES' shall not be accepted. The Purchaser shall not be responsible for damages, handling, clearing, transport charges etc. will not be paid. The deliveries should be made as stipulated in the purchase order placed with successful tenderer. Conditional tenders are not accepted and liable for rejection.

The price quoted by the tenderer shall not in any case, exceed the controlled price, if any, fixed by the Central Government under and the Maximum Retail Price (MRP). The Purchaser at their discretion will exercise the right to revise the price at any stage so as to conform to the controlled price or MRP as the case may be. The discretion will be exercised without prejudice to any other action that may be taken against the tenderer.

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.

In case of any enhancement in GST due to statutory Act of the Govt. Or any other taxes newly levied by Govt. after the date of submission of tenders and during the tender period, the quantum of additional GST so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in GST, the tenderer should produce a letter from the concerned Competent Authorities for having paid additional GST on the goods supplied to the Purchaser and can also claim the same in the invoice.

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.

Sample:- Sample will be called for demonstration from responsive bidders after evaluation of Envelop No.1. Bidder will be given 48 hours' notice for bringing samples for Demonstration. If the sample fails to confirm the technical specifications such tenderer's envelope no. 2 will not be opened.

12 (A) Technical specifications:

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.

The tenderer shall submit test report of offered product.

12(B) Tenderer shall carefully read & understand the packing specifications mentioned In **Annexure C.**

13 Evaluation of tenders:

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

mandatory documents will be examined.

The Purchaser shall scrutinize the documents mentioned above for its eligibility, Validity, applicability, compliance and substantiation including post qualification criteria as per tender document.

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

The technical scrutiny shall be on the basis of submitted substantiation documents and relevant pharmacopeia and Items and Cosmetics Act and Rule including allied standards of BIS codes as applicable pertaining to packing materials.

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 tenderers can check their tender evaluation status on the website.

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

Each item/ furniture will be evaluated separately.

14. Post Qualification:

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.

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

15. Security Deposit & Contract Agreement

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

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

- a) The extra expenditure incurred because of extra cost and because of risk purchase shall be recovered from the tenderer.
- b) The tenderer's Security Deposit in the form of Bank Guarantee will be forfeited.
- c) The tenderer will be debarred from participating in the tender for next three years

The Security Deposit should be in the form of Bank Guarantee in favour of **The District Health Officer , Zilha Parishad Dharashiv** payable at Dharashiv from any Nationalized or scheduled bank (**Annexure-7**)

The Security Deposit will be discharged by the Purchaser and returned to the Supplier not

later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.

The security deposit shall be discharged (forfeited) as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event as the Purchaser thinks fit and proper.

16. Award of Contract:

The Purchaser will award the Contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined as liable for award as clause no. 11 of this tender.

The Purchaser will place supply orders on staggered basis 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.

Contract will not be awarded to the successful tenderer if Security Deposit is not deposited by him to the purchaser within stipulated time.

The successful tenderer who is liable for award of contract should submit demand draft amounting to 1.5% of order value to meet expenditure of sample testing fee and other incidental expenditure.

17. Period of Contract:

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

18. Delivery Period & Place of delivery :

S. No.	Description	Delivery Period
1	Chairs	45 days
2	Office Chair	45 days
3	Office Table	45 days
4	Examination table with footstep	45 days
5	Steel Almirah / Cupboard/storage chests	45 days
6	Stainless steel stool	45 days
7	Lab table	45 days
8	Benches for patient waiting area	45 days

The goods should be delivered **as per storage conditions required for product** from the date of receipt of supply order to the consignee. The consignees will be as per Annexure-A. Consignee and delivery period may change by direct Demanding Officer.

19. Liquidated damages:

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

20. Default Clause / Cancellation on failure to supply:

If the supplier fails to commence delivery as scheduled or to deliver the quantities ordered to him within the delivery period stipulated in the contract, it shall be discretion of the purchaser either. (a) To extend the delivery period or (b) to cancel the contract in whole or in part for the unsupplied quantities without any show cause notice. In the event

of extension, liquidated damages, will be applicable. If the purchaser decides to cancel the contract, the mode of repurchase will be at the discretion of the purchaser. The supplier shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the purchaser may sustain on account of such repurchase at the risk and cost of the supplier. In addition to action above, the purchaser may debar the defaulting supplier from future orders, for maximum period of 3 years. In any case the supplier will stand debarred for future contracts for the period till extra expenditure on account of cancellation and repurchase in terms of action above is paid by the supplier or recovered from his bill for supplied goods against any orders with the purchaser or his authorized consultants / agents.

21. Inspection:

Pre-dispatch inspection for quality and quantity etc. will be carried out by authorized official representative (s) from the Purchaser. If goods are offered for inspection all expenditure shall be borne by the tenderer. The sample drawn during Pre-dispatch inspection will be tested in approved/authorized Laboratories, if required, the sample obtained in the PDI will be sent for analysis. Clearance to the Supplier to go ahead for delivery to the consignees will be issued subsequently.

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

After supply at District level, random samples from each batch will be sent to Govt. approved laboratory for testing by the concerned officer. In the event of the samples of items and furniture supplied failing quality tests the Purchaser is at liberty to make alternative purchase of the items of items and furniture for which the Purchase orders have been placed from any other sources or the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Purchaser has every right to recover the cost from the manufacturer.

If the items declared as misbranded, adulterated and spurious as per Rules and regulations amended from time to time, the concerned manufacturer or distributor shall be blacklisted for a period of next three years.

22. Warranty

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

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

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

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

23. Force Majeure:

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.

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.

Force Majeure will be accepted on adequate proof thereof. If contingency continues beyond 30 days, both parties agree to discuss and decide the course of action to be adopted. Even otherwise contingency continues beyond 60 days then the purchaser may consider for termination of the contract on equitable basis.

24. Confidentiality

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

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

25. Payment

- The 70% Payment shall be made upon submission of following documents:
 - (i) 3 copies of supplier's invoice.
 - (ii) Receipt certificates issued by the consignees.
- The Balance 30% Payment shall be made after installation of Furniture on the submission of Final Acceptance Certificate from the Consignee.(ie incharge medical officer of that concern PHC Or SC)
 - (iii) Bidder must be submit a Quality test report of any government appropriate authority along with bill.

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

26. Corrupt or Fraudulent Practices

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

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.

Fraudulent practice” means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment of purchaser and includes collusive practice among 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;.

“Collusive practice” means a scheme or arrangement between two or more tenderers,

with or without the knowledge of the Purchaser, designed to establish tender prices at artificial, non-competitive level; and.

“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.

“The Purchaser will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question;.

The Purchaser will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

27. Please see

“Rider A”

RESOLUTION OF DISPUTE

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

ARBITRATION.

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

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

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

APPLICABLE LAWS.

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

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.

Jurisdiction

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

Saving clause

No suits, prosecution or any legal proceedings shall lie against the **The District Health Officer , Zilha Parishad Dharashiv** or any person for anything that is done in good faith or intended to be done in pursuance of tender.

Annexure-A
Schedule of Requirements:

S. No.	Description District
1	Chairs	27
2	Office Chair	9
3	Office Table	27
4	Examination table with footstep	9
5	Steel Almirah / Cupboard/storage chests	9
6	Stainless steel stool	9
7	Lab table	9
8	Benches for patient waiting area	9

Additional Information

Consignee List of PHC & HWC-SCs for Delivery of Furniture				
Sr. No.	District	No of HWC-SCs	No Of PHCs	Total No. of PHCs & HWC-SCs for Delivery in the Dharashiv District
1	Dharashiv	-	-	9

Delivery Location List (UHWC)

Sr No.	Name of Block	Name of UHWC
1	Tuljapur	UHWC Aradwadi area tuljapur
2	Tuljapur	UHWC Tuljabhavani Mandir at Tuljapur
3	Paranda	UHWC Bhim Nagar, Paranda
4	Dharashiv	UHWC Umre kotha , Dharashiv
5	Dharashiv	UHWC Hanuman chowk, Dharashiv
6	Omerga	UHWC Diggi Road, Omerga
7	Kallamb	UHWC Vidya Nagar, Kallamb
8	Kallamb	UHWC Yermal Road, Kallamb
9	Bhoom	UHWC Main Road, Gandhi chowwk, Bhoom

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

Consignees : **Consignee will be District Health Officer
Zilha Pariashad Dharashiv**

Supply : As per Above UHW LIST Specification

Validity of Rates : One Year from the date of allotment.

Annexure – B
TECHNICAL SPECIFICATIONS – schedule – I

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

Item No.1 - Chairs

Sr No.	Technical Specifications / composition of tender enquiry	Compliance on each parameter	Remarks, if any
1	Chair with arms and Polythene cane seat and backrest without castors. -Frame type: candiever, -Wood used in polythene cane chair: hot pressed board, -Material of Fabric Back Cover: leatherite, -Thickness of Plywood used in:12mm, -Frame material: SS 304 , -Material of fabric of seat cover: leather foam, -Thickness of plywood used in seat (mm):12mm, - Arm material: CRCA pipe with PU -Thickness of polyurethane Foam used in Backrest:25mm, -Thickness of Polyurethane Foam used in seat : 15mm. -Chair Height(mm):700mm -Seat Depth(mm): 350mm -Seat Width(mm): 350mm		

If the bidder is supplying the product which is not as per specification then the same be mentioned in Annexure B & details be enclosed separately. If only Yes is written then it will be assumed that product of exact specifications being offered. Decision of purchaser regarding deviation is final and binding on all bidders.

UNDERTAKING

I/we are as a registered firm/consortium having read and fully understand and agreed with the services/product/deliverables mentioned in the Annexure B and terms and conditions stipulated in the tender document. We hereby pledge to fully comply without any deviation or omission to provide service/product/deliverables as mentioned in the Annexure B and on terms and conditions stipulated in the tender document on the financial quote in the financial bid if we are successful bidder and offered the tender. We fully understand that if failing to provide services/product/deliverables as agreed above after being declared successful bidder will lead to termination of purchase order/agreement and company/firm/consortium (all partners) will liable to be blacklisted. Any deviation we wish to do shall be uploaded along with Annexure B. Decision of purchaser regarding acceptance or non acceptance of deviation work will be final and binding on all bidders.

Sign & Stamp

Annexure-B

TECHNICAL SPECIFICATIONS – schedule – I

Item No.2 - Office Chair

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

Sr. No.	Technical specifications/ composition of tender enquiry	Compliance on each parameter	Remarks, if any
2	Knee tilt synchronic chair with arms and Ergonomic Seat Design with Push Back and separate adjustable headrest with fixed seat type and integrated Lumbar support, -Height Adjustment: up to 100mm, -Type of backrest support: backrest symmetrical lumbar support, -Arm type: fixed, -Pedestal base of glass fibre Nylon with ABS/Nylon Twin Caster wheels Minimum 5 nos. of 50mm size, -Arm material:aluminium covered with PU, -Seat material: PU Foam Covered with pure leatherite, -Material of Fabric Back Cover:Leatherite, -Material of Fabric of seat cover: Leatherite, -Overall Chair Height:1140mm, -Backrest Height:730mm		

If the bidder is supplying the product which is not as per specification then the same be mentioned in Annexure B & details be enclosed separately. If only Yes is written then it will be assumed that product of exact specifications being offered. Decision of purchaser regarding deviation is final and binding on all bidders.

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Sign & Stamp

Annexure-B

TECHNICAL SPECIFICATIONS – schedule – I

Item No.3 - Office Table

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

Sr. No.	Technical specifications/ composition of tender enquiry	Compliance on each parameter	Remarks, if any
3	<p>-Staff Tables with table top and verticle supports in 19 mm marine plywood finished with 1.5 mm decorative laminate confirming to I.S. 2046 (regular type).</p> <p>-Size of Table is 1.20x 0.60 x 0.75m. Table will have one drawer with telescopic chanel and lock, one cabinate with shutter and lock All the cut edges will be covered by first quality TW bedding.</p> <p>- All Internal surfaces will be finished with 0.8mm white laminate etc.</p>		

If the bidder is supplying the product which is not as per specification then the same be mentioned in Annexure B & details be enclosed separately. If only Yes is written then it will be assumed that product of exact specifications being offered. Decision of purchaser regarding deviation is final and binding on all bidders.

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Sign & Stamp

Annexure-B

TECHNICAL SPECIFICATIONS – schedule – I
Item No.4 - Examination table with Footstep

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

Sr. No.	Technical specifications/ composition of tender enquiry	Compliance on each parameter	Remarks, if any
4	-Examination Couch of Size (mm): 1830 L X 500 W X 820 H Three Drawers Three Cabinets with separate doors Stainless Steel body waterproof mattress step stool with foot step having capacity of minimum weight 100 Kg etc.		

If the bidder is supplying the product which is not as per specification then the same be mentioned in Annexure B & details be enclosed separately. If only Yes is written then it will be assumed that product of exact specifications being offered. Decision of purchaser regarding deviation is final and binding on all bidders.

UNDERTAKING

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Sign & Stamp

Annexure-B

TECHNICAL SPECIFICATIONS – schedule – I
Item No.5 Steel Almirah / Cupboard/storage chests

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

Sr. No.	Technical specifications/ composition of tender enquiry	Compliance on each parameter	Remarks, if any
5	--Staff Lockers of size(mm) 900x550x2000 with 0.8mm (19 gauge) M S CRC Sheet and shutters with locks and keys of 3 sets with sheet moulding 12 compartments and automotive paint all over weighing 75 kg approx.		

If the bidder is supplying the product which is not as per specification then the same be mentioned in Annexure B & details be enclosed separately. If only Yes is written then it will be assumed that product of exact specifications being offered. Decision of purchaser regarding deviation is final and binding on all bidders.

UNDERTAKING

I/we are as a registered firm/consortium having read and fully understand and agreed with the services/product/deliverables mentioned in the Annexure B and terms and conditions stipulated in the tender document. We hereby pledge to fully comply without any deviation or omission to provide service/product/deliverables as mentioned in the Annexure B and on terms and conditions stipulated in the tender document on the financial quote in the financial bid if we are successful bidder and offered the tender. We fully understand that if failing to provide services/product/deliverables as agreed above after being declared successful bidder will lead to termination of purchase order/agreement and company/firm/consortium (all partners) will liable to be blacklisted. Any deviation we wish to do shall be uploaded along with Annexure B. Decision of purchaser regarding acceptance or non acceptance of deviation work will be final and binding on all bidders.

Sign & Stamp

Annexure-B

TECHNICAL SPECIFICATIONS – schedule – I

Item No.6 - Stainless steel stool

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

Sr. No.	Technical specifications/ composition of tender enquiry	Compliance on each parameter	Remarks, if any
6	--Patient seating stool of standard size made of stainless steel 25 mm. X 25 mm. square pipe 2.09 mm thick weighing 3.38 Kg. per mtr. Length framing and 2 mm thick S.S. sheet on top		

If the bidder is supplying the product which is not as per specification then the same be mentioned in Annexure B & details be enclosed separately. If only Yes is written then it will be assumed that product of exact specifications being offered. Decision of purchaser regarding deviation is final and binding on all bidders.

UNDERTAKING

I/we are as a registered firm/consortium having read and fully understand and agreed with the services/product/deliverables mentioned in the Annexure B and terms and conditions stipulated in the tender document. We hereby pledge to fully comply without any deviation or omission to provide service/product/deliverables as mentioned in the Annexure B and on terms and conditions stipulated in the tender document on the financial quote in the financial bid if we are successful bidder and offered the tender. We fully understand that if failing to provide services/product/deliverables as agreed above after being declared successful bidder will lead to termination of purchase order/agreement and company/firm/consortium (all partners) will liable to be blacklisted. Any deviation we wish to do shall be uploaded along with Annexure B. Decision of purchaser regarding acceptance or non acceptance of deviation work will be final and binding on all bidders.

Sign & Stamp

Annexure-B

TECHNICAL SPECIFICATIONS – schedule – I

Item No.7 - Lab table

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

Sr. No.	Technical specifications/ composition of tender enquiry	Compliance on each parameter	Remarks, if any
7	-Lab Table of Size (mm): 2430 L X 600 W X 900 H Three Drawers Three Cabinets with separate doors Stainless Steel body with stainless steel table top sink having 600X450mm at right/left side with necessary arrangements of plumbing tap etc.		

If the bidder is supplying the product which is not as per specification then the same be mentioned in Annexure B & details be enclosed separately. If only Yes is written then it will be assumed that product of exact specifications being offered. Decision of purchaser regarding deviation is final and binding on all bidders.

UNDERTAKING

I/we are as a registered firm/consortium having read and fully understand and agreed with the services/product/deliverables mentioned in the Annexure B and terms and conditions stipulated in the tender document. We hereby pledge to fully comply without any deviation or omission to provide service/product/deliverables as mentioned in the Annexure B and on terms and conditions stipulated in the tender document on the financial quote in the financial bid if we are successful bidder and offered the tender. We fully understand that if failing to provide services/product/deliverables as agreed above after being declared successful bidder will lead to termination of purchase order/agreement and company/firm/consortium (all partners) will liable to be blacklisted. Any deviation we wish to do shall be uploaded along with Annexure B. Decision of purchaser regarding acceptance or non acceptance of deviation work will be final and binding on all bidders.

Sign & Stamp

Annexure-B

TECHNICAL SPECIFICATIONS – schedule – I
Item No.8 Benches for patient waiting area

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

Sr. No.	Technical specifications/ composition of tender enquiry	Compliance on each parameter	Remarks, if any
8	Bench for patient waiting area of Size (mm): 1800 L x 600 W x 450 H Stainless Steel body and perforated sheet for sitting with steel arm rest.		

If the bidder is supplying the product which is not as per specification then the same be mentioned in Annexure B & details be enclosed separately. If only Yes is written then it will be assumed that product of exact specifications being offered. Decision of purchaser regarding deviation is final and binding on all bidders.

UNDERTAKING

I/we are as a registered firm/consortium having read and fully understand and agreed with the services/product/deliverables mentioned in the Annexure B and terms and conditions stipulated in the tender document. We hereby pledge to fully comply without any deviation or omission to provide service/product/deliverables as mentioned in the Annexure B and on terms and conditions stipulated in the tender document on the financial quote in the financial bid if we are successful bidder and offered the tender. We fully understand that if failing to provide services/product/deliverables as agreed above after being declared successful bidder will lead to termination of purchase order/agreement and company/firm/consortium (all partners) will liable to be blacklisted. Any deviation we wish to do shall be uploaded along with Annexure B. Decision of purchaser regarding acceptance or non acceptance of deviation work will be final and binding on all bidders.

Sign & Stamp

Tender Form

To
The District Health Officer,
.....District

Dear Sir

Having examined the tender document (**Tender No.E-00(2020-21)**), 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

ANNEXURE-2

PROFORMA FOR PERFORMANCE STATEMENT

(For a period of last 3 Years)

i.e. (2021-22), (2022-23), (2023-24)

Sr. No.	Year	Name and full address of the purchaser	Name of the product	Batch No.	Quantity
1	2021-22				
2	2022-23				
3	2023-24				

Add As Many Rows You Want to Add

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

ANNEXURE-3

ANNUAL TURN OVER STATEMENT FOR THREE YEARS

(For a period of last 3 Years)

i.e. (2021-22, 2022-23 and 2023-24)

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. in Crores
1	2021-22	
2	2022-23	
3	2023-24	

Date:

Seal

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

ANNEXURE-4

DETAILS OF MANUFACTURER

1.Name of the tenderer :

2.Full address :

3.Phone Nos. :

4.Fax No. :

5.Email ID :

6.Date of inception :

7.Licence No. & Date :

8.Issued by :

9.Valid up to :

10.RTGS (Real Time Gross Settlement)System or Core Banking A/c No.:

11.Details of installed production capacity for 60 days / 1 year in terms of unit packs: :

Name & designation of authorized signatory:

Specimen signature of the authorized signatory:

Note:The details of manufacture & distributor unit shall be for the premises where item quoted are actually manufactured.

Annexure-5

DETAILS OF ITEMS QUOTED WITH ITEM CODE

1. Name of the firm :

2. Address as given in licence :

3. Licence No.:

4.Import Licence No. :

5. Date of issue :

6. Validity :

7.Market standing certificate obtained on:

8. Details of endorsement for all products:

Sr. No.	item code	item name	Specifications	Date of endorsement

Add As Many Rows You Want to Add

ANNEXURE -6
SECURITY DEPOSIT FORM

To: (Name of Purchaser)

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

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

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

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

This guarantee is valid until theday of.....200.....

Signature and Seal of Guarantors

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

Date.....200....

Address.....

.....

Annexure-7

PRICE SCHEDULE

.....DISTRICT

Sr. No.	Item description	Pack size	Quantity	Basic Price (Including packing & forwarding)	Total cost Rs. (3 x 4) = 5	GST
	1	2	3	4	5	6
1	Chairs	Each				
2	Office Chair	Each				
3	Office Table	Each				
4	Examination table with footstep	Each				
5	Steel Almirah / Cupboard/storage chests	Each				
6	Stainless steel stool	Each				
7	Lab table	Each				
8	Benches for patient waiting area	Each				
	Total					

Total tender price (in words) _____

The price should be quoted only in Indian currency

Note : -

- 1) The Bidder Must Participated for all items in the Tender.
- 2) L1 will be considered on cost mentioned in column No.5
- 3) In case of discrepancy between unit price and total price, the unit price shall prevail.
- 4) Price should be quoted in Indian rupees only.
- 5) GST as applicable

Signature of the Tenderer

Name

Designation

Business address

To be uploaded in the form of Xls

Annexure-8

CONTRACT FORM

THIS AGREEMENT made theday of....., 200... 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) 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").

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 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.
3. 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.
4. 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.

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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.

Documents to be submitted in Envelop no. 1

Sr. No.	Documents Submitted	Page No.
1	Annexure-1 (Tender Form) duly signed & stamped	
2	Online Receipt of Tender Fee & EMD (Software generated receipt)	
3	Current/Valid MFG Licence / Factory License issued by concerned authority for quoted item	
4	Affidavit on non-judicial stamp paper of Rs. 100/- that the rates quoted in the tender are not higher than not higher than MRP and regarding acceptance of Warranty, AMC/CMC and spare parts as per clause 22	
5	Affidavit on non-judicial stamp paper of Rs.100/-regarding the firm has not been found guilty of malpractices, misconduct or blacklisted/debarred for the quoted product by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government/Central Government's organizations in on the date of submission tender document for the quoted items	
6	Annexure – B (TECHNICAL COMPLIANCE OF THE OFFERED PRODUCT)	
7	Annexure-2 (PERFORMANCE STATEMENT) along with copies of supply orders and clients satisfactory certificates	
8	Annexure-3 (ANNUAL TURNOVER STATEMENT FOR LAST 3 YEARS) Certified by Chartered Accountant	
9	Annexure-4 (DETAILS OF MANUFACTURE)	
10	Annexure-5 (Details of items quoted with name & item code)	
11	Audited Balance Sheet (2021-22, 2022-23 and 2023-24)	
12	Power of attorney, resolution of board etc. authorizing an officer of the tenderer	
13	Authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser	
14	Attested photocopy of Valid manufacturer's factory and distributors licence for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license	
15	GST Registration certificate	

16	Attested copy of valid registration made under MSME, Directorate General of Supplies & Disposal (D.G.S.& D), Small Scale Industries (S.S.I) & National Small Scale)Industries Corporation (N.S.I.C) should be submit, if applicable	
17	E M II certificate to be submitted in case of SSI. CSPO, NSIC,	
18	Details of technical personnel employed in the manufacture & distributor and testing unit along with plant and machinery available	
19	Valid ISO Certification allotted by the appropriated authority.	
20	ADDITIONAL INFORMATION RELATED TO TENDER	

all other documents to be submitted through e tendering (On line)

**Address for communication : Office of the
District Health Officer
.....District**

RIDER A

27. RESOLUTION OF DISPUTE

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

28. ARBITRATION

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

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

29. GOVERNING LANGUAGE

English language version of the contract shall govern its interpretation.

30. APPLICABLE LAWS

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

31. INDEMNIFICATION

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

