SHRI SAIBABA SANSTHAN TRUST, SHIRDI POST : SHIRDI – 423 109 TAL : RAHATA, DIST : AHMEDNAGAR (MS)

> TELEPHONE NOS. (02423) 258671 / 676 E-mail : hospital.purchase@sai.org.in / hospital.store@sai.org.in Website : http://www:shrisaibabasansthan.org Link to Website : www.mahatenders.gov.in

Tender Fee : Rs. 8,500/-

EMD Amt.: Rs. 85,000/-

# PURCHASE OF HARMONIC CAUTERY FOR SHRI SAIBABA HOSPITAL, SHIRDI.

# **E-TENDER DOCUMENT**

Dates for Submission of Online Tenders: 11/09/2024 FROM 10 A.M. TO 28/09/2024, 5 P.M.

Issued to -

NAME OF TENDERER:

ADDRESS:

# SHRI SAIBABA SANSTHAN TRUST, SHIRDI

The Chief Executives Officer, Shri Saibaba Sansthan Trust, Shirdi hereinafter referred after as "Purchaser" invites the following online tender as given in following downloaded table. The tender copy can be from the website http://www:mahatenders.gov.in Interested eligible Tenderers may obtain further information of technical specifications, required quantities and other terms and conditions applicable for procurement of enclosed items from the e-tendering Website: http://www:mahatenders.gov.in

# **E-TENDER SCHEDULE**

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

0 ,	0	5	
Online Publish Date :	11/09/2024		
Pre Bid Meeting Date :	14/09/2024	Time 11.00 A.M.	
Venue -	Sai Sabhagruha, Shirdi.		
Online Document Download, Sale &	11/09/2024		
Submission starts Date :			
Online Document Submission last Date :	28/09/2024	Time 05.00 P.M.	
Online Technical Bid Opening Date	30/09/2024	Time 11.00 P.M	
		(If possible it)	

1. The Tenderer can get digital signature from any one of the certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL GNFC and eMudhra.

- 2. No need to submit or provide hard copy of any documents, the technical evaluation will be done only on the basis of uploaded documents.
- 3. You have to deposit the amount of EMD & Tender Form Fee directly online to <u>www.mahatenders.gov.in.</u> In no case, tender cost / Fee should be mixed with EMD amount.
- 4. The tenders shall be rejected summarily upon failure to follow procedure prescribed in the Tender document. The conditional tender is liable for rejection.
- 5. Online Commercial bid shall be opened as per e-tendering procedure after opening of Online Technical Bid only if contents of Technical Bid are in accordance with the tender conditions stipulated in the tender document. Likely date and time of price bid opening will be intimated to you electronically by the purchaser separately to the eligible tenderers.
- 6. After tender allotment committee meeting if required tenderer may be called for negotiation.
- **7.** Recommendations will be made to Higher Authorities and to purchase Committee for sanction of the contract, as decided by tender committee meeting.
- **8.** After sanction of Higher Authorities or purchase Committee, issuance of the acceptance letter to successful Tenderer will be carried out.
- 9. Sansthan Administration reserves the right to increase or decrease the quantity to be purchased and also reserves the right to cancel or revise the tender or part of tender without giving any reasons thereto, at any stage of tender.

# Check List

The Copies of following original documents should be scanned & uploaded online only

Sr.No.	Documents to be Submitted	Page No.
1	Letter from Tenderer about Tender acceptance	
1	(As per Annexure V)	
2	Information about Tenderer (As per Annexure II)	
3	PAN Card	
4	GST Registration Certificate	
5	Average Annual Turn Over (More than 9,20,000/-) for last 3 years duly Certified by CA (2020-21, 2021-22, 2022-23)	
	(As per Annexure IV)	
6	Authorisation Letter of Concerned Company / Manufacturer	
7	You have to Submit your Company Registration	
	Certificate / Shop Act.	
8	Technical Specification compliance Schedule (As per Annexure VII)	
9	Self Declaration about not being black listed by any Hospital run by Government / Semi Government /Municipal Corporations. ((As per Annexure VI)	
10	Company Data Sheet of the Product along with the coloured brochure	
11	Certificates : As per demanded in Technical Specification by Biomedical Dept. (e.g. USFDA, CE, UL etc.)	

[Note - Above documents should be submitted in above sequence only.]

# Annexure "I"

# Letter about invitation of Tender

NO.SSS/WS/SSBH/STORE/(P/S)/ /2024 DATE : -

TO,

SUBJECT : SUPPLY OF HARMONIC CAUTERY FOR SHRI SAIBABA HOSPITAL, SHIRDI.

Dear Sir,

SHRI SAIBABA SANSTHAN TRUST, SHIRDI registered under the BPT Act. 1950 and having its registered office at Shirdi runs Public Charitable 300 bedded Shri Saibaba Superspeciality Hospital & 300 bedded Shri Sainath General Hospital at Shirdi invites sealed Tender from the eligible & qualified manufacturers / distributors, who meet the requirement for the supply of above items.

Shri Saibaba Sansthan Trust, Shirdi reserves the rights to reject any or all tenders without assigning any reasons thereof.

Yours Sincerely,

CHIEF EXECUTIVE OFFICER, SHRI SAIBABA SANSTHAN TRUST, SHIRDI.

# Annexure "II" Information about Tenderer

1) Name of Tenderer:

2) Permanent Address for Correspondence:

:

:

:

3) Ph. No. Office / Authorised person :

Mob. No.

Factory

Fax No.

E-mail

4) Name of Owner / Partner / Director:

- 1) 2) 3)
- 5) GST No. :

6) PAN No. :

 7) RTGS (Real Time Gross Settlement) System or Core Banking A/c No. :-Name of the Bank :-IFSC Code :-

Thanking you.

Yours Sincerely,

Sign -

Name -

Designation -

# Annexure "III"

## SHRI SAIBABA SANSTHAN TRUST, SHIRDI. AT. PO. SHIRDI. - 423109 TAL. RAHATA DIST. AHMEDNAGAR (MS)

# **E-TENDER**

### E-TENDER FOR SUPPLY OF HARMONIC CAUTERY FOR SHRI SAIBABA HOSPITAL, SHIRDI.

### **TERMS AND CONDITIONS**

#### Please read the Terms & Conditions carefully before filling the tender.

#### 01. <u>Introduction</u>:-

- 1.1 Interested eligible Tenderers may obtain further information of technical specification, required quantities and other terms and conditions applicable for procurement of item from E-tendering website : <u>http://www:mahatenders.gov.in</u>
- 1.2.1 All tender related activities (Process) like Tender Document Download, Tender Preparation and Hash submission, Tender submission and submission of EMD and other documents will be governed by the time schedule.

### 02. 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 ease be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

- 03. At any time prior to the deadline for Sale of tender, the Purchaser may amend the tender documents by issuing Agenda / Corrigendum.
- 04. Tenderer state the Make & Model brand name (if available), Name of manufacturer, Mfg, Lic. No. of the product offered against every item quoted. The rate for imported item must be offered in Indian currency. No rate revision shall be offered on the basis of the exchange rate fluctuations during the contract period. Supply should be made from fresh stock; minimum seventy five percent of the expiry period at the time of delivery should be available for consumption in hospital etc. Tenderers shall note that Provisions of Essential Commodity Act 1955 and order issued there under specifically shall be applicable.
- 05. Eligibility Criteria The Bidder must be a primary manufacturer/ Importer/Company Authorised distributor having valid manufacturing licence for manufacture & import – export licences for importer for the item quoted. Henceforth manufacturer / importer or Company Authorised distributor

# 6

hereinafter named as tenderer. Third party manufacturer are not eligible for Tenderer. Manufacturer will be solely responsible for all types of quality issue even if the supplies are made by the distributor.

All tenderers must disclose the names of their partners, if any in the particular contract.

- A. Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor /partner closely related to each other such as husband, wife father/mother and son/daughter and brother /sister shall not tender separately under different names for the same contract.
- B. If it is found that firms as described in clause 10A have tendered separately under different names for the same contract, all such tender (s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition such firms/establishment shall be liable, at the discretion of the Chief Executive Officer for further penal action including blacklisting.
- C. If it is found that closely related persons as in clause 10A have submitted separate tenders/quotations under different names firms /establishment but with common address for such establishment/firms and /or in such establishment/firms though they have different addresses, are managed or governed by the same person / persons jointly or severally, such tenderers Shall be

liable for action as in clause No.10B including similar action against the firms/ establishments concerned.

- D. Any tenderer failing to disclose information as indicated in 10A to 10C thus violating clauses, shall render himself liable to have his EMD forfeited and the contract, if entered into, and cancelled at any time during its currency. Further it shall invite penal action including black listing against the Tenderer as well as related firm/establishments.
- If any tenderer wishes to lodge any complaint against the other tenderer regarding 07. 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) online in favour of Chief Executive Officer, Shri Saibaba Sansthan Trust, Shirdi in terms of deposit. The Chief Executive Officer reserves the right to forgo the said deposit amount depending on the prima facie of the case. This issue will be submitted to Appeals Committee (Medical Director, Dy Medical Director, Senior & Junior Biomedical Engineer, Purchase Manager, Store Manager, Finance Manager & two Doctors) along with facts. The amount so deposited shall be refunded, if after scrutiny the complaint is found to be true by the Appeals Committee. However, if the complaint found to be false and malafide the deposit will be forfeited on the discretion of the Chief Executive Officer. No interest shall be paid against this deposit. Any complaint received after price bid opening will not be entertained.

06.

#### 08. 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.

- 8.1- 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 Equipment, failing which such tenders will not be taken in to account for Evaluation.
- 8.2- Rates should be quoted in Indian Rupees only for each of the required Equipment separately on door delivery basis according to the unit asked in tender for the supply of Equipment etc. with conditions like 'AT CURRENT MARKET RATES' shall not be accepted. The Purchaser shall not be responsible for damages, handling, clearing, transport charges and will not be paid. The deliveries should be made as stipulated in the purchase order placed with successful tenderer. Conditional offers are not accepted and liable for rejection.
- 8.3- The price quoted by the tenderer shall not in any case, exceed the controlled price, if any, fixed by the Central Government 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 confirm 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. Only landed cost (including all charges and taxes) mentioned in the price bid (quoted by the bidder) is considered for rate comparison. Payment of all applicable taxes to concerned authority is the responsibility of the tenderer.
- 8.4- 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 bout such reduction in the contracted prices. The Purchaser is empowered to reduce the rates accordingly.
- 8.5- 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 Equipment 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.
- 8.6- 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.

#### Fall Clause

It is a condition of the contract that all through the currency thereof, the price at which you will the supply stores should not exceed the lowest price charged by you which to any customer during the current of the rate contract and that in the event of the prices going down below the rate contract prices you shall promptly furnish such information to us to enable to amend the contract rates for subsequent supplies.

### 9. Evaluation of tenders:

- **9.1-** 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.
- 9.2- Tenders which are in full conformity with tender requirements and conditions shall be declared as Eligible Tender for opening Commercial bid on the website and Commercial bid of such tenderers shall be opened later, on a given date and time.
- 9.3- Each item will be evaluated separately.
- 9.4- Tenderer can call for original documents for verification.

#### 10. Post Qualification:

- 10.1- The Purchaser will further evaluate the Tenderer's financial, technical, and production capabilities based on the documentary evidence and information submitted by the Tenderer as well as other information the Purchaser deems necessary and appropriate.
- 10.2- An affirmative post-qualification determination of the Purchaser will be a prerequisite for acceptance of Technical Bid. 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.

#### 11. Security Deposit & Contract Agreement

- 11.1- The successful tenderer shall furnish the security deposit to the Purchaser within 30 days from the date of communication of Acceptance of Tender for an amount of 3% of the contract value.
- 11.2- 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.
- 11.3- The contract has be signed within 15 days after receiving the work order.
- **12.** The rates are to be given F.O.R. at Central Medical Store, Shri Saibaba Hospital, Shirdi inclusive of G.S.T., duties, transportation, If it is not mentioned clearly your quoted rates will be treated Inclusive of all taxes and duties etc. No extra amount will be paid for packing, forwarding, transportation and taxes etc. It is mandatory to provide system generated service log from the date of installation of equipment including downtime of equipment at every breakdown, after the

# 9

13. If said quantity of goods are not delivered within stipulated period the purchaser reserves the right either for extension of period or recovery by forfeiting the security deposit & blacklisting of the firm.

### 14. 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. Purchaser are free to purchase the non-supplied material from open market to avoid the inconvenience of patient & hospital. 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 10 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.

### 15. Force Majeure:

- 15.1- For purposes of this Clause, Force Majeure' means at any time during subsistence of contract an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars of revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes
- 15.2- If a Force Majeure situation arises, the Supplier shall promptly but not later than 36 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 is 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.
- 15.3-Force Majeure will be accepted on adequate proof thereof.
- 15.4- If contingency continues beyond 30days, both parties argue to discuss and decide the course of action to be adopted. Even otherwise contingency continues beyond 60days then the purchaser may consider for termination of the contract on equitable basis.

### 16. Corrupt or Fraudulent Practices

- 16.1- The Purchaser as well as Tenderers shall observe the highest standard of ethics during the procurement and execution of such contracts.
- 16.2- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.

# 10

16.3- "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of

purchaser and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial noncompetitive levels and to deprive the Purchaser of the benefits of free and open competition;.

- 16.4- "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.
  - 16.5-"Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
  - 16.6- "The Purchaser will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question;.
  - 16.7- The Purchaser will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

### **17) RESOLUTION OF DISPUTE**

- 17.1- 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.
- 17.2- ARBITRATION

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

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

- 17.3- GOVERNING LANGUAGE: English language version of the contract shall govern its interpretation.
- 17.4- 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.

### 18 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.

- 19 You have to give self affidavit on your letter head with sign and stamp. regarding the firm has not been found guilty of malpractice / misconduct / black listed / debarred either by Public Health Dept., Govt. of Maharashtra or by any local authority and other State Govt. / Central Govt. Organisation in past three years for the quoted items in the Tender etc..
- 20 To prepare and submit the tender/offer online all bidders are required to have token based Digital Signature and This should be obtained from competent authority. However the e tender website or helpline numbers may guide you for obtaining the same.
- 21 The Bid Validity period shall be 120 days from the last date of submission of the Tenders.
- 22 The name of the Manufacturer, details of packing, rate per unit, total cost etc details shall be mentioned in the tender.
- 23 The tenderer must quote details of size, make, model, etc clearly along with coloured brochure. In absence of these details, tender will not be considered.

## 24 <u>Machinery/Equipment other than the prefer in make Brand,will not be</u> <u>considered</u>

- 25 The rates are to be given F.O.R., **Shri Saibaba Hospital, Shirdi** inclusive of all taxes, transportation etc. No extra amount will be paid for packing, forwarding, transportation etc.
- 26 After being successful bidder the delivery of the Tendered Items is to be made at SHRI SAIBABA HOSPITAL, SHIRDI on any working days between 10 a.m. and 5 p.m., except Sundays.
- 27 In the BOQ, the rate of the Product should be mentioned including GST and any other tax applicable and transportation, loading and downloading.
- 28 Online E Tender will be opened in the presence of tender opening authority through e-tendering procedure.
- 29 There should be no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders, If so found proper action shall be taken.
- 30 The tenders shall be evaluated on the basis of Technical & Commercial bids.

- 31 The tenderer will have to supply material along with **Three** copies of bills one copy of delivery challan, if payment is delayed due to Tax invoice Sansthan will not be responsible for it.
- 32 Wherever an amount is mentioned in figures the same should be clearly written in words also.
- 33 No escalations, for any reason will be given / allowed in the quoted prices.
- 34 Substitute or alternative Products are not acceptable.
- 35 In case of breakage / damage in transit, prior to the delivery & unsatisfactory installation to the Sansthan. Supplier will have to replace the same immediately, failing which payment will be stopped until satisfactory replacements or installation. Also adequate penal action may be taken.
- 36. In case supply is not made within stipulated period of time, Sansthan will be free to purchase the material from open market. In such case the supplier will have to bear the cost difference and in this case Sansthan will not bound to provide the deduction details and supplier will be blacklisted for minimum 3 years from Shri Saibaba Sansthan Trust without any intimation or prior notice. Or supplier will suffer from following penalty clause whichever is higher

Category of Stores	Penalty Amount	
If the amount of undelivered material	At the rate of ½ % per week	
from purchase order will be not exceeding	subject to maximum limit of	
Rs. 2.00 Lakh in value	10%	
If the amount of undelivered material	At the rate of ½% per week	
from purchase order will be exceeding	subject to maximum limit of 5%	
Rs.2.00 Lakh and above		

- 37 Payment will be made after delivery of Tendered Items after satisfactory installation & working of it, within reasonable period. No advance payment will be made against Installation.
- 38 No interest will be paid on retention money / security deposit or earnest money deposit.

### **39** Terms Related to Biomedical Dept.

- 39.1- Authorised dealer should submit latest copy of authorisation letter of the concerned company / manufacturer, OEM certification & installation base list. If not submitted tender may be liable for rejection. OEM certification, Installation base list all over India.(preferred nearby)
- 39.2- **Incidental Services :** The purchase of award company shall be required to perform the following services:
  - a. Installation & Commissioning, Supervision and Demonstration of the goods.

- b. On Site training to Doctors/ Technicians/ Staff / Biomedical Engineers is to be provided by Supplier for operation and maintenance of the equipment to the satisfaction of the user department during warranty period whenever required.
- 39.3- While quoting the rates wherever required Accessories or the Contents of the set or UPS (Include batteries)/ Stabiliser etc. is required the price of such extra items should be incorporated in total amount.
- 39.4- Whenever spare part is product form authorised dealer or OEM than no advance payment will be made after warranty period. Sansthan will be liable to pay the spare parts. Tax invoice within reasonable period after warranty period.
- 39.5- All the above equipments shall be new and manufactured from virgin materials. All the requirements of this supply shall be sourced from the original equipment manufacturer of the model quoted. In case the machine is imported, no import substitution is permitted neither before the award nor after the award for any part or accessory.
- 39.6 If Machine repair time is more than 2 days vender should provide standby equipment for the same. A same make & model capacity.
- 39.7- Any accessory / accessories not mentioned specifically but required to make system working will have to be supplied without any extra cost.
- 39.8- The necessary protective relaying/circuitry shall be there with the machines.

#### 39.9- Documents:

- a. The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the purchaser in the tender documents.
- b. The bidder shall provide a list of major Government and Private Institutions where its relevant bid item has been supplied during last one year.
- 39.10- You have to give Warranty & CAMC/LAMC be as per mention in specification by Biomedical Department.
- 39.11- The equipment should be provided with one hard copy in original of the detailed service manual and operation manual. Further, a soft copy is also required. Supplier is responsible to provide final installation compliance report.
- 39.12 -Repairs and maintenance training to all Biomedical Engineers should be given.
- 39.13- The equipment must be tropicalized as below: Working temperature : Max. 35° C
  Storage temperature : Max. 50° C
  Relative humidity for Working : 40 - 60 %
  Relative humidity for Storage : Max. 90%
- 39.14- The product should be time tested, branded and should be OEM.
- 39.15- Warranty & AMC should include PMS visits 04 Nos per year & unlimited breakdown calls. Warranty included all spare parts & calibration whenever necessary free of cost.

39.16- List of consumables & accessories not included in warranty & CAMC should be submitted along with tender document. Parts other than above list will be considered as included in warranty & CAMC. Price of such Consumable & accessories should be fixed for warranty & CAMC period.

#### 40 While quoting the rates it should be filled in the on line BOQ only.

- 41 T.D.S. will be deducted from your bill as per the Government rule applicable.
- 42 Average annual turnover for the last 3 years should be more than Rs. **920000/-** (2020-21, 2021-22 & 2022-23) (Note – You must have to give turnover certificate of the years mention as above, otherwise your tender may liable for rejection.)
- 43 Late submitted tender will not be accepted after due date.
- 44 You have to deposit separate EMD & Tender form fee for each Tender.
- 45 If company is taking participation in tender then company should have to submit Company Registration Certificate & if supplier / agency / distributor / dealer is taking participation in tender then you should have to submit Shop Act Certificate.
- 46 L1 will be inclusive of basic cost of Machine with mentioned warranty + 5 year CAMC/LAMC

#### 47 Inspection:

- a. The Chief Executive Officer, SSST, Shirdi shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- b. No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.
- The product which we are going to quote is as per the specification given by Sansthan, there is no deviation of specification.
  If rates quoted are more than the rates already given to any other Institutes / Hospital in India, the reasons thereof should mentioned in Annexure.
  (As per Annexure "VI").

- 49 Shri Saibaba Sansthan Trust, Shirdi reserves the rights to reject any or all the tenders at any stage without assigning any reasons thereof.
- 50 This Tender shall be governed by and construed in accordance with the laws of India and the Courts at Rahata, Kopargaon, Bombay High Court Bench at Aurangabad shall have the exclusive jurisdiction.

#### CHIEF EXECUTIVE OFFICER, SHRI SAIBABA SANSTHAN TRUST, SHIRDI.

# Annexure "IV"

# Annual Turnover Statement for Three Years

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

Sr. No.	Year	Turnover Rs. in Lakhs /
		Crores
		Clotes
1	2020-21	
-	2020 21	
2	2021-22	
3	2022-23	
	Average of the above	
	Three Years.	
L		1

Date:

Seal:

Signature of Chartered Accountant Name (in capital letters)

Note – You must have to give turnover certificate of the years mention as above, otherwise your tender may liable for rejection.

# *Annexure "V"* <u>Acceptance Letter from Tenderer</u>

DATE: / /2024

TO, THE CHIEF EXECUTIVE OFFICER, SHRI SAIBABA SANSTHAN TRUST, SHIRDI. AT PO. SHIRDI - 423 109 TAL - RAHATA, DIST. AHMEDNAGAR.

### SUBJECT : SUPPLY OF HARMONIC CAUTERY FOR SHRI SAIBABA HOSPITAL, SHIRDI.

#### Dear Sir,

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the goods under the abovenamed Contract in full conformity with the said tender document and our financial offer in the Price schedule submitted in BOQ 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 DD / RTGS / Current Invoice, 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, 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: .....

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

Thanking you.

Signature & Stamp of Tenderer

Date -

Annexure "VI"

Self Declaration

DATE: / /2024

TO, THE CHIEF EXECUTIVE OFFICER, SHRI SAIBABA SANSTHAN TRUST, SHIRDI. AT PO. SHIRDI - 423 109 TAL - RAHATA, DIST. AHMEDNAGAR.

- 1) In response to your E-Tender we are submitting our Tender for supply of Machinery on your Website. I / We hereby declare that our firm has not been found guilty of malpractice / misconduct / black listed / debarred either by Public Health Dept., Govt. of Maharashtra or by any local authority and other State Govt. / Central Govt. Organisation in past three years for the quoted items in the Tender. We further confirm that we have quoted for Machinery /Equipment / Instrument / Furniture etc. of reputed brands with name of the manufacturing firms.
- 2) We are not supplying this Machinery /Equipment / Instrument / Furniture etc.to any other Institution / Hospital in India below than the rates quoted in this Tender.
- 3) The material which we are going to quote is as per the specification given by Sansthan, there is no deviation of specification.
- 4) If rates quoted are more than the rates already given to any other Institutes / Hospital in India, then reason for this is as below-

a) ..... b) ..... c) ....

Signature & Stamp of Tenderer

Date -

(Tenderer will have to upload self-affidavit on their Letter Head with Authorise Person signature and stamp.)

# SHRI SAIBABA HOSPITAL, SHIRDI TECHNICAL SPECIFICATION WITH COMPLIANCE REPORT ANNEXURE "VII"

# PURCHASE OF HARMONIC CAUTERY FOR SHRI SAIBABA HOSPITAL, SHIRDI.

Sr. No.	Description of Work / Item(s)	Qty.	We Comply
	<u>Ultrasonic Cutting &amp; Coagulation System</u> <u>Harmonic Scalpel -Gen 04</u>	1	
	1. The system should have an ultrasonic generator of around 55.5 KHz frequency.		
	2. The Hand piece for the system should come with an inbuilt transducer and silicon cable.		
	3. The System should have an option for Hand Activation for Blades.		
	4. The System should have a cart to house the generator and all other accessories.		
	5. The system should have a Footswitch with dual level control.		
	6. The system should be capable of incising tissue and providing hemostasis with minimal thermal injury.		
	7. It should be compatible for open surgery and for Laparoscope surgery.		
	8. It should have 5mm and 10mm instrument.		
	9. Both 9mm and 10mm instruments should operate at the same frequency.		
	10. The System should have at least 5 power setting levels with power level display.		
	11. It should have two modes of power – Max mode and Min Mode.		

(Preferred make-Valley lab, J & J, Olympus)

Sr. No.	Description of Work / Item(s)	Qty.	We Comply
	12. Vibration of the blade tip should range from 50 to 110 microns.		
	13. The System should not require use of electro surgical Unit.		
	14. It should not should not have an auto switch off mechanism.		
	15. The System should have Standby mode to ensure safety.		
	• All Technology should be mandatorily with safety approval – USFDA / Uropian CE, IEC. Approval certificate is to be submitted for the total unit.		
	• The product should be time tested, branded and should be OEM		
	• Warranty- 5 Years. It should include PMS visits -4 Nos. and unlimited Breakdown calls and calibration with all spare parts whenever necessary.		
	• CMC Cost- CMC cost should be including Taxes. It should be fixed for next 5 years.		
	• CMC should include PMS VISITS-4 Nos. & unlimited Breakdown calls with Calibration whenever necessary free of cost. In addition, CMC includes all spare parts.		
	• Cost of consumables to be fixed for warranty period.		

Medical Director, Shri Saibaba Hospital, Shirdi