

**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](mailto:hospital.purchase@sai.org.in)

[hospital.store@sai.org.in](mailto:hospital.store@sai.org.in)

Website : <http://www.shrisaibabasansthan.org>

Link to Website : [www.mahatenders.gov.in](http://www.mahatenders.gov.in)

**Tender Cost : Rs.20000/-**

**EMD Amt.: Rs.300000/-**

**Purchase of X-ray, CT, MRI Films, O.T. Surgical,  
Dialysis, Neuro O.T., Cardiac & Cathlab Material  
For Shri Saibaba & Sainath Hospital  
For The Year 2022-23.**

**E-TENDER DOCUMENT**

**Dates For Submission of Tenders :  
10/01/2023 FROM 10 A.M. TO 31/01/2023, 5 P.M.**

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 table. The tender copy can be downloaded 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:

Online Publish Date :	10/01/2023
Pre Bid Meeting Date :	12/01/2023 Time 11.00 A.M.
Venue -	Sai Sabhagruha, Shirdi.
Online Document Download, Sale & Submission starts Date :	10/01/2023
Online Document Submission last Date :	31/01/2023
Online Technical Bid Opening Date	02/02/2023 Time 05.00 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 [www.mahatenders.gov.in](http://www.mahatenders.gov.in). 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.
6. 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.

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

## TECHNICAL BID

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

Sr.No.	Documents to be Submitted
	<b>PART - I</b>
1	Information about Tenderer (As per Annexure I)
2	Notaries Affidavit (As per Annexure II)
3	Letter from Tenderer about Tender Acceptance. (As per Annexure IV)
	<b>PART - II</b>
4	Previous Last Three Years, audited Annual turnover of Tenderer, duly signed & stamped by CA (As per Annexure III). (Minimum Annual Turnover should be as per clause No.4 of Tender Terms & Conditions)
	<b>PART - III</b>
5	PAN Certificate of Tenderer & GST Registration Certificate.
6	No conviction from local FDA for Distributor.
	<b>PART - IV</b>
7	Shop Act License of Distributors / Valid FDA Drug License certificate / Valid Company Registration Certificate / Drug Manufacturing Licences / I / E Licences .
	<b>PART - V</b>
8	WHO, GMP / CE of European Notified body/ US FDA/BIS Certification of manufacturer.
9	Authorization letter of concerned Company for dealer to transact the business with their purchaser.
10	List of all Directors / Partners with complete residential & business address, Telephone No./ Mobile No., E-mail ID along with their signature on the letter head of tenderer.

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

**E-TENDER**

**E-Tender for Supply of X-ray, CT, MRI Films, O.T. Surgical,  
Dialysis, Neuro O.T., Cardiac & Cathlab Material  
for Shri Saibaba & Shri Sainath Hospital  
for the year 2022-23.**

**TERMS AND CONDITIONS**

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

- 1) Affixing of digital signature at any one place, in the Tender document while submitting the Tender, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the Tender offered by the Tenderer which shall include acceptance of special directions / terms and conditions if any, incorporated.
- 2) Tenderer must state the Brand name, 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.
- 3) Eligibility Criteria - The Bidder must be a primary manufacturer/ Importer/Company Authorised distributor having valid drug manufacturing licence for manufacture & valid drug licence for authorised distributor & import - export licences for importer for the item quoted. Henceforth manufacturer /importer or Company Authorised distributor hereinafter named as tenderer. **Loan Licence / 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.

**4) Minimum Annual Turnover should be as per following table -**

Sr. No.	Details	Minimum Annual Turnover of tenderer Should be as per below.
1	X-ray, C.T. Scan & MRI Films	7403866/-
2	O.T.& Other Surgical Material	34489795/-
3	Dialysis Unit	1053204/-
4	Neuro Operation Theatre Surgical Material	296120/-
5	Cathlab, Cardiac O.T. & Perfusinist Material	32374796/-

- 5) Previous Last Three Years, Audited Annual turnover of Tenderer, duly signed & stamped by CA (As per Annexure III). (Minimum Annual Turnover should be as per above table)
- 6) Tenderer must have 3 years (2019-20, 2020-21, 2021-22) certificate issued by the Drug Commissioner of the State as a Manufacturer for the item quoted in the tender this certificate must be signed by the Drug Commissioner of State or any person authorized by Drug Commissioner of the State. Firms must have three completed years" experience of manufacturing and supply as on date of opening of the tender.
- 7) Tenderer (manufacturer) must have valid WHO GMP / CE of European Notified body/ US FDA/BIS Certification of manufacturer.
- 8) Tenders are not allowed for the product (s) for which the Firm is / was 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. Valid no conviction certificate from local FDA not more than 1 year old at the time of bid submission.
- 9) 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.

- 10) 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) 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, 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.**

11) **PRE-BID MEETING:**

If required by SSST, Shirdi, (Purchase Cell) and depending upon the requirement, the pre-bid meeting will be held at the date, time and venue mentioned in the e-Tender Notice.

Tenderers shall note that any corrigendum issued regarding this tender notice will be published on the [www.mahatenders.gov.in](http://www.mahatenders.gov.in) portal only.

Any amendment to the tender will be placed on the e-tendering website of the SSST, Shirdi, and the pre bid amendments herein called common set of deviations (CSD) should be downloaded by the tenderer and the tenderer should upload these signed & stamped CSD along with the tender terms and conditions as they form a part of tender.

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

**12) Amendment of tender document**

- 12.1- At any time prior to the deadline for Sale of tender, the Purchaser may amend the tender documents by issuing Addenda/Corrigendum.
- 12.2- Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents. And it will be assumed that the information contained in the amendment will have been taken into account by the Tenderer in its tender.
- 12.3- 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.

**13) 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.

- 13.1- Opening of Technical Bid - Technical bid of the tender will be opened in the presence of tender opening authority and in the presence of tenderer / their representatives through e-tendering procedure.
- 13.2- Opening of Commercial Bid - This bid shall be opened as per e-tendering procedure after opening of Technical bid. Likely date and time of price bid opening will be seventh 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 Technical bid.

**14) Earnest Money Deposit:**

- 14.1- All tenders must be accompanied with Earnest Money Deposit (EMD - Online) for the amount of

Sr. No.	Description	EMD in Rs.
1	X-ray, CT, MRI Films, O.T. Surgical, Dialysis, Neuro O.T., Cardiac & Cathlab Material	300000/-

- 14.2- The EMD shall be submitted online to [www.mahatenders.gov.in](http://www.mahatenders.gov.in)
- 14.3- The tenders submitted without EMD will be summarily rejected.
- 14.4 -Tenderer shall not be entitled for any interest on EMD
- 14.5- The successful tenderer's EMD will be discharged after signing the Contract and submitting the security deposit as stipulated.
- 14.6- The EMD shall be forfeited:
- In case the tenderer quotes prices higher than allowed as per DPCO, NPPA or higher than MRP.
  - Tenderer fails to accept & execute the purchase order.

- c) If a Tenderer withdraws its tender during the period of bid validity as specified in the tender documents.
- d) In case of a successful tender, if the tenderer fails:
  - (i) To sign the Contract in accordance with terms and conditions or.
  - (ii) To furnish security deposit.
- e) If successful tenderer fails to supply goods in stipulated period.

## 15) Prices

The prices quoted and accepted will be binding on the tenderer and valid for a period till March-2023 from the date of signing the contract and any increase in price will not be entertained during the contract period.

15.1- Purchases will be made on staggered basis as per the requirement of the Purchaser.

15.2- 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 drugs, failing which such tenders will not be taken in to account for Evaluation.

15.3- Rates should be quoted in Indian Rupees only for each of the required medicines separately on door delivery basis according to the unit asked in tender for the supply of drugs, 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 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.

15.4- The price quoted by the tenderer shall not in any case, exceed the controlled price, if any, fixed by the Central Government under D P C O OR NPPA 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.

15.5- 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.



- 15.6- 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 drugs 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.
- 15.7- 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.

**16 (A) Technical specifications:**

- 16.1- The Tenderer shall carefully read and understand the technical specifications, quality requirements, packing, applicable standards, Acts & Rules including the Mandatory requirement for substantiation of their compliance without deviating from tender requirements.
- 16.2- The tenderer must submit FDA/NABL/Government approval Lab. accredited drug testing laboratory test report offered product and Good Laboratory practice along with in house test report.
- (B)-Tenderer shall carefully read & understand the packing specifications.

**17) Evaluation of tenders:**

- 17.1- After opening of 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.
- 17.2- The Purchaser shall scrutinize the documents mentioned above for its eligibility, Validity, applicability, compliance and substantiation including post qualification criteria as per tender document.
- 17.3- The Purchaser shall also analyse that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.

- 17.4- The technical scrutiny shall be on the basis of submitted substantiation documents and relevant pharmacopeia and Drugs and Cosmetics Act and Rule including allied standards of BIS codes as applicable pertaining to packing materials.
- 17.5- Any tender during the evaluation process do not meet the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation. However, the tenderers can check their tender evaluation status on the website.
- 17.6- 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.
- 17.7- Each item/medicine will be evaluated separately.
- 17.8- Tenderer can call for original documents for verification.

**18) Post Qualification:**

- 18.1- 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.
- 18.2- 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.

**19) Security Deposit & Contract Agreement**

- 19.1- 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 5% of the contract value.
- 19.2- 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.

- 20) 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.

- 21) Successful Tenderer will supply first lot within 30 days of the receipt of purchase order. The second lot will be supplied within 20 days of receipt of written communication by E-mail, fax or telephonic instructions.
- 22) If said quantity of goods are not delivered within stipulated period the purchaser reserve the right either for extension of period or recovery by forfeiting the security deposit & blacklisting of the firm.

**23) 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 0.0714% of the delivered price of the delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10% or 5 as per G.R. dated 01/12/2016.

**24) 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.

**25) Force Majeure:**

- 25.1- 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
- 25.2- 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 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.

25.3- Force Majeure will be accepted on adequate proof thereof.

25.4- 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.

26) Payment 100% Payment shall be made within 60 days on submission of following documents:

(i) 3 copies of supplier's invoice.

(ii) Receipt certificates issued by the consignees.

(iii) Payments towards the supply of Drugs will be made strictly as per the rules of SSBH, SHIRDI. The payment will be made through RTGS/ NEFT. The tenderer shall furnish the relevant details in original to make the payment through RTGS/NEFT and the change of Bank Account during the validity of the tender will not be entertained normally.

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

## **27) Corrupt or Fraudulent Practices**

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

27.2- "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.

27.3- "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 non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

27.4- "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.

- 27.5-"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.
- 27.6- "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;.
- 27.7- 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.

## **28) RESOLUTION OF DISPUTE**

- 28.1- 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.
- 28.2- 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.
- 28.3- GOVERNING LANGUAGE: English language version of the contract shall govern its interpretation.
- 28.4- 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.
- 28.5- IDEMNIFICATION  
The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the purchaser in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.
28. 6- Saving clause  
No suits, prosecution or any legal proceedings shall lie against the CEO, SSST, Shirdi, or any person for anything that is done in good faith or intended to be done in pursuance of tender.

29. Tenderer will have to supply purchase order material till valid duration term of the tender i.e. till March-2023 extendable to the maximum of next 3 months of the next financial year or publishment of next tender.
- 30) Our GST IN : 27AAATS2581C1ZN for reference.
- 31) The successful tenderer will have to mention our GST No. & your GST No. on each Tax Invoice, without GST No. of Sansthan Administration will not proceed your bills for payment.
- 32) You have to give notarised affidavit on stamp paper of Rs.500/- 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. You have to further confirm that you will quote for medicines / surgical items of branded products with name of the manufacturing firms.
- 33) Tenderer should also declare that you are not supplying Medicines / Surgical etc. to any other Institution / Hospital in India below than the rates quoted in this Tender & also declare that the rates quoted in the tender are not higher than DPCO, NPPA or not higher than MRP & supply only Branded Medicine.  
The products which you are going to quote are as per the specification given by Sansthan Administration & there is no deviation of specification.  
In case the quoted rates are higher than our quoted rates to any other Institute / Hospital, the specific reason should be clearly mentioned in Annexure "II".
- 34) The Tenderer will have to quote branded medicines only.
- 35) If the Purchaser has informed about near expiry of supplied material or non-moving materials three months before its expiry date, the tenderer shall be bound to replace the materials with fresh / long expiry materials or will give credit note of return material for the same.
- 36) The delivery of the ordered material is to be made at central medical store of SHRI SAIBABA HOSPITAL, SHIRDI on any working day at any time.
- 37) Duration of the Purchase order will be till March- 2023 from the date of purchase order or 3 months of next financial year or publishment of next tender, whichever is later. However purchase will be made as and when necessary or as per supply schedule given in purchase order.
- 38) If extra expenditure is more than the security deposit and Supplier hesitates to pay it on the demand of Sansthan Administration, Sansthan Administration has legal right to recover such extra expenditure from Supplier.

- 39) Expired drugs will have to be replaced, at the supplier's cost or will have to issue credit note of returned material. Sansthan Administration will buy any other medicines in lieu of credit note amount.
- 40) In case any material is found to be faulty /substandard, during the course of use, the tenderer will be liable to replace the unutilized balance quantity of the supplied material forthwith at free of cost.
- 41) If supplied material is found excess than purchase order / substandard / other company or rate difference such material will be kept aside & tenderer will have to collect it at his own cost within seven days from store. Sansthan Administration will not be responsible for it's loss/ damage / Expiry etc.
- 42) Each Strip / Pack should have sticker / stamp / inprint as per below - "FOR SSST Hospital Supply Only"
- 43) Tenderer should submit the sample of (\*) surgical product, which is mentioned in online BOQ.
- 44) If Tenderer is manufacturing company & if he is going to supply through his authorised distributor, he should submit authorisation letter with tender.
- 45) Those Tenderer who will get the total order worth Rs.5,00,000/- or more than Rs.5,00,000/- will have to execute an agreement on non-judicial stamp paper of Rs.600/- to be notarised at Shirdi. (Draft will provide Sansthan Administration only.)
- 46) If the difference between the lowest bidder (L1) & Second lowest (L2) tenderer is less than 15% then 30% of the total tender quantity, will be allotted to the second lowest tenderer. Provided the second lowest (L2) agrees to supply at the rate of lowest tenderer (L1) second lowest (L2) tenderer should submit there consent on there own in writing within 7 days of their opening of the commercial bid otherwise 100% quantity allotted to L1.
- 47) Testing / Verification of the samples of the lowest responsive tenderers will be carried out by SSST, Shirdi & if not found satisfactory, in such case his offer though lowest will not be considered & penalty / action as applicable for inferior supply as mentioned in the tender document will be taken.

The Successful tenderer shall have to pay Rs.5000/- verification / testing charges per item at the time of receiving acceptance letter. These charges are subject to increase @10% after 01/04/2023 & will have to paid in deviation of the nearest Rs.10/-.

- 48) All the suits arising out of the contract which are not arbitrable shall be instituted in the court of competent jurisdiction situated in Rahata/ Kopargaon/ Ahmednagar Court only and not elsewhere.

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

*Annexure "I"*  
*Information about Tenderer*

1) Name of Tenderer:

2) Permanent Address for Correspondence:

3) Ph. No. Office / Authorised person Name (Designation) :

Mob. No. :

Factory :

Fax No. :

E-mail :

4) Name of Owner / Partner / Director:

1)

2)

3)

5) Drug Licence No. & Date :

1) ..... valid upto - .....

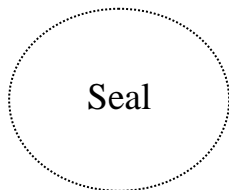
2) ..... valid upto - .....

6) PAN No. :

7) GST Registration No. :

Thanking you.

Yours Sincerely,



Sign -

Name -

Designation -



*Annexure "II "*

*Notaries Affidavit*

DATE :     /     /2023

**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 Surgical Material 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 medicines / surgical items of reputed brands with name of the manufacturing firms.
- 2) We are not supplying this Surgical Material to any other Institution / Hospital in India below than the rates quoted in this Tender.
- 3) And also I/We hereby declare that the rates quoted in the tender are not higher than DPCO, NPPA or not higher than MRP & supply only Branded Material.
- 4) The product which we are going to quote is as per the specification given by Sansthan Administration, there is no deviation of specification.
- 5) 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 notaries affidavit with authorise  
 person signature and stamp.)

*Annexure "III"*

**Audited Annual Turn Over Statement for previous  
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 and this Turnover is related to medical supply only.

Sr. No.	Year	Turnover in Rs. / Lakhs / Crores
1		
2		
3		
	Average of the consecutive Three Years.	

Date:

Seal :

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

**Note :**

- 1) You must have to give turnover certificate of the years mention as above, otherwise your tender may liable for rejection.**
- 2) Previous Last Three Years, audited Annual turnover of Tenderer, duly signed & stamped by CA (As per Annexure III). (Minimum Annual Turnover should be as per clause No.4 of Tender Terms & Conditions)**
- 3) Turnover should be of medical / surgical materials sale only.**
- 4) Last three years annual turnover of each tenderer, duly signed & stamped by CA.  
(Balance Sheet will not be accepted)**

*Annexure "IV"*  
Acceptance Letter from Tenderer

DATE :        /        /2023

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

Subject: Supply of X-ray, CT, MRI Films, O.T. Surgical, Dialysis, Neuro O.T.,  
 Cardiac & Cathlab Material for Shri Saibaba & Shri Sainath Hospital  
 for the Year 2022-23.

Dear Sir,

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the goods under the above-named Contract in full conformity with the said tender document and our financial offer in the Price schedule submitted in online E-Tender 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 / Cash / RTGS / NEFT / 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 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: .....

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

Thanking you.

Signature & Stamp of Tenderer

Date -