

## SECOND EXTENTION :-

### DIRECTORATE OF HEALTH SERVICES

**(MAHARASHTRA STATE)**

**Tender No. DHS/Small Surgical Instruments & Equipments/  
Rate Contract/ P.Cell/T-2/08**

Sealed Tender had invited by two Envelope system from the Manufacturers/ Authorized Distributors for Small Surgical Instruments & Equipments for finalization of Rate Contract, for use in Govt. Hospitals and Health Institutions, the said tender was published in Maharashtra Government Gazette Supplement - II **Dated 8.1.2009** by Directorate of Health Services, Mumbai. But due to poor response to some items, the tender is further extended as mention below.

| <b>Sr.No.</b> | <b>Description of Items</b>                        | <b>Quantity &amp; E.M.D</b> |
|---------------|--|-----------------------------|
| 1             | Small Surgical Instruments & Equipments - 25 items | See Note Below              |

Note: - List of Small Surgical Instruments & Equipments and, E.M.D. and Quantity for items is made available on Websites i.e. <http://maha-arogya.gov.in>, & <http://maharashtra.gov.in> and also available with tender form.

\* Bidders also can download the tender document published on Websites i.e. <http://maha-arogya.gov.in>, & <http://maharashtra.gov.in> and submit along with tender form fee of **Rs. 3000/-** non refundable by **Demand Draft drawn** in favour of **Director of Health Services, Mumbai**. Failure of which result in invalidation of tender. Please note.

1. Extended date for sale of Tender forms :- 5.6.2009 to 19.6.2009
2. Last date of accepting Tender Forms :- 20.6.2009 (upto 1.00 p.m.)
3. Date of Opening Tender :- 20.6.2009 ( 3.00 p.m.)

All other terms and conditions of the original tender notice remained unchanged.

**For Director of Health Services  
Mumbai.**

## **TENDER ENVELOP SHOULD CONTAIN ENVELOP NO. 1& 2**

### **TECHNICAL BID (ENVELOP NO.1)**

This envelope should be clearly marked as Envelop No.1 should contain the following documents in **following serial order.**

1.1 **LETTER: -** Forwarding letter in enclosed Proforma (**ANNEXURE - I**)

1.2 **EARNEST MONEY DEPOSIT (EMD):** The tenderer should pay Earnest Money Deposit either in the form of Bank Guarantee of Nationalized Bank or Scheduled Bank valid for 6 month from the date of opening of technical bid or in the form of Demand Draft drawn in the Name of the Director of Health Services, Mumbai valid for 6 month from the date of opening of Technical bid.

However firms registered with DGS&D and NSIC are exempted from paying EMD if their units are located outside the State of Maharashtra. In case of dealers who are registered with CSPO and also SSI units from Maharashtra are exempted form EMD.

However all above have to produce valid exemption certificate from competitive authority. Failure to submit such certificate may result in invalidation of Tender. The notarized Photostat copy of registration must be attached with the tender.

The E.M.D. will be forfeited if the tenderer fails to complete the contract according to tender if accepted. EMD of the unsuccessful tenderers will be refunded within one month of finalization of the order.

1.3 **VAT CLEARANCE CERTIFICATE:** The notarized photo copy of VAT Clearance Certificate mentioning clearance of VAT upto March 2008 in form No.415 C **or** wherever applicable VAT Exemption Certificate from Sales Tax Authority. If VAT Clearances Certificate is not available at the time of submission of tender, then proof of VAT paid should be enclosed along with tender. VAT Clearness Certificate should be submitted before opening of Financial Envelop, otherwise tender will be disqualified.

1.4 **Manufacturer License: -** The Certified copy of license of manufacturer should be submitted along with tender.

a) All the items which are manufactured should have license from the concerned Authority.

1.5. **PAST PERFORMANCE:**

a) Details of supplies of these items, during last three years, provided to Government agencies, Ministry of Defense, Ministry of Railway, D G S & D and Municipal Corporations, Local Bodies and other Large Organizations etc, and should be furnished. Telephone numbers and address of previous consignees should be mentioned in the tender document.

b) 30% of the Tendered quantity must be supplied in one of last three years to above-mentioned organization. **If not supplied Tender will be disqualified.**

c) Details of above supplies of immediate last five sales along with the name of consignee. Telephone numbers and postal address should be furnished along with the past performance. For medicine item page no. 4(a) i.e. serial no. 8 (a) to 8 (d) in also essential.

1.6 **BONAFIDE DISTRIBUTOR CERTIFICATE - ANNEXURE NO. II**

Tenders will be accepted from manufacturers however the manufacturer can appoint distributor or can supply directly. Manufacturing firms desirous of appointing distributors should mention the name and complete address. No changes of distributor within the tender period will normally be allowed. The copy of VAT Clearance certificate of such distributors valid on the day of submission of tender should be submitted along with authority letter of distributor/Dealer in proforma enclosed. (ANNEXTURE NO. II)

1.7 **REGISTRATION CERTIFICATE:** - Certified copy of registration made under Directorate General of Supplies & Disposable (DGS&D), Small Scale Industries (SSI) and National Small Scale Industries Corporation (NSIC) should be attached if applicable. If firms of any of these small scale industries categories wish to enjoy any preference other than E.M.D the copy of Maharashtra Government Resolution under which they are entitled should be enclosed along with registration Certificate failing which they will be treated at par with other tenderers.

1.8 **QUALITY CONTROL DATA:-** Information in respect of products for which quality control data is required as indicated in the schedule should be furnished in proforma. - **ANNEXURE - III.**

1.9 **PARTICULARS OF MANUFACTURERS:** - The information of particulars of manufacturers should be submitted ANNEXURE - IV.

1.10 **INSTALLATION CAPACITY:** - Statement showing installed capacity of the product quoted and quantity which tenderer will be able to supply in event of selection should be submitted in **ANNEXURE - V.**

1.11 **PRODUCT CATALOGUE**: Catalogues/brochures should be enclosed giving technical details of the offered material in original. All specifications should be substantiated by data sheets in original.

1.12 **COMPLIANCE CHART**: Information in the following format should be submitted.

| Tender specifications as asked in the tender form | Equivalent specifications quoted by the tenderer with the name of the manufacturer | Whether the Tender quoted by the supplier is as per specifications asked for. Indicate against each item clearly Yes/No. | If the tender quoted is not as per specifications then variation deviations should be clearly indicated against each item asked for |
|---|--|--|---|
|   |  |  |   |

1.13 **DETAILS OF MANUFACTURE:-**

The tenderer also should submit the following documents.

- a) Factory Registration Certificate with address proof from the Industry Department of the respective state in India.
- b) Small Scale Industries Registration Certificate if any.
- c) CE Mark / ISI / ISO certificate wherever applicable.
- d) Details of the Machinery available for Production. (Submit the list of machinery)
- e) Capacity of each Machine per day per item.
- f) Details of the Technical Staff available with their qualification. Mention Full time and part time staff separately.
- g) Details of quality assurance (control) department. Machinery available and Technical staff available mention in detail.
- h) Last 3 years Balance Sheet certified by Chartered Accountant.
- i) Production Capacity in **Annexure No. V**.

1.14 **ORIGINAL TENDER FORM: -**

Each page of original Tender Form should be signed and Returned in original, in token of acceptance of the terms and conditions of tender enquiry by Authorized signatory of company.

1.15 All the copies of certificates attached with the tender should be duly attested by Gazetted Officer / Public Notary.

1.16 Any conditional offer of the tenderer will be rejected.

2. **PREFERENCE FOR THE FIRMS:-**

2.1 20 % of the quantity will be reserved for purchase at the lowest acceptable rate fixed by the Directorate of Health Services, Mumbai from registered SSI Units located in backward areas of the State of Maharashtra if they participate in the tender and if their offers are according to required specifications and produce the document that the item is reserved for Small Scale Industries in backward area.

2.2 For large and medium scale industries 20 % purchase preference will be available only to the units holding eligibility certificate from SICOM under package scheme of graded incentive and will be operative only during the validity period of certificate. They should enclose the certified copy of the letter to that effect.

2.3 Preference will be given to bidders quoting **ISI Mark** item over those quoting As per ISI Mark. The products of bidders amounting "**As per ISI Mark**" should accompany with Certificate from Competitive Lab.

## **II) ENVELOPE NO. 2 (COMMERCIAL BID)**

The envelope No.2 should be clearly marked as ENVELOPE NO.2 (Commercial bid) It should contain the price schedule. Rates should be quoted both in figures and words.

### **3) Procedure of tender opening**

First of all the Envelope No.1 of all the tenders will be opened to check the enclosures of the above documents. If any required documents is not found in order **Envelope No.2** of such tender will not be opened. However, if some minor discrepancies are noticed in the documents enclosed in the Envelope No.1, then the tenderer will be given permission to comply with these minor discrepancies within a stipulated period before opening of Envelope No.2. In case the minor discrepancies are not complied with within stipulated period, then the tender of such tenderers will be treated as invalid and Envelope No.2 will not be opened. Any conditioned offer of the tenderer will be rejected. All the copies of certificates attached with the tender should be dully attested by Gazetted officer / Public Notary. If any of the above document / Information as enlisted from No. 2 to No. 4 is not attached with tender, the tender is liable to be treated as invalid. Envelope No.2 should contain following documents in the serial as under:-

- 3.1 Item wise remarks, if any worth mentioning regarding the product.
- 3.2 Any Assumption, condition, deviation etc., different than in the tender invited and condition thereof.
- 3.3 Tender scheduled with rate marked "Original" in sealed envelope (Rate Schedule).
- 3.4 Tender scheduled with rate marked "Duplicate" in another sealed envelope.
- 3.5 Product wise costing -
  - (a) Product wise costing certificate as submitted to Bureau of Industrial cost and Production (B.I.C.P.) certificate by Registered Chartered Accountant wherever applicable.
- 3.6 All individual pages of these terms and conditions of tender form should be signed by the authorized signatory of the firm. The signing of each page of tender form is essential as the tenderer has to abide by the terms and conditions of tender. The signature should be accompanied by the stamp of the firm. Terms and conditions duly signed should be enclosed along with Rate Schedule in Envelope No. 2.

3.7 Tender should be faultless and entirely free from erasures. Any tender containing corrections, alterations, erasures or mistake in figures which are not purely clerical and those filled in pencil will be rejected.

3.8 Any false statement made by the tenderer will make the tender invalid and contract awarded will stand terminated. Such tenderer shall also be liable for penal action, including blacklisting.

3.9 If the rate quoted is unreasonably low as compared to production cost, the tender for those items is liable to be rejected.

#### **4) General**

4.1 The decision of the Directorate of Health Services, Mumbai is final and binding and Directorate of Health Services, Mumbai do not pledge himself to accept the lowest or any tender and reserves right to split the quantity amongst the eligible tenderers and to relax any of the conditions of this tender. The Directorate of Health Services, Mumbai reserves right to reject any or all tender without assigning any reason.

#### **5) Price / Rate Clauses**

5.1 The tenderers are advised to score off blank sheet or items which are not tendered for.

5.2 Rates should be written both in figures and words.

5.3 In quoting rates where there is no numerical figure proceeding point decimal it is to be proceeded by cipher "0" E.g. product Z - price Rs. 0.62 per unit.

5.4 The exact and firm delivery period should be quoted by tenderer and it should not be ordinarily more than one month.

5.5 The offer of the tenderer must be firm. Conditional offer will not be considered.

5.6 Price / Rate quoted should be F.D./F.O.R. destination in Maharashtra State inclusive of all taxes, duties, levies and any other charges.

#### **6) OTHER TERMS AND CONDITIONS**

6.1 No assistance is obtaining import license or any license/permit etc. in respect or raw material or finished good of accepted items will be provided from Government of Maharashtra .

6.2 In case of items not manufactured in India, the tenderer will have to import directly and if any repacking is required to be done by manufacturer themselves.

6.3 The quantities mentioned in the tender form stated under heading "Approximate Annual Requirement" are only approximate estimated quantities and the Directorate of Health Services, Mumbai is not bound to purchase the same quantities. Directorate of Health Services, Mumbai also reserves the right to increase or decrease the quantities as per requirement during the tenure of the tender.

6.4 Tenderers must distinctly understand that they will not be allowed any increase over the rates quoted by them during the contract period. The rates revision may be considered only in case of imposition of duty or increase in tax by Government, either Central or State and only after necessary legal documentary evidence is produced by the firm in support thereof. No supply of items shall be stopped because of this during contract period and if supply is stopped, the tenderer will be liable for risk purchase and penalty there under.

6.5 The successful tenderer will be required to supply the items at the rate quoted during the extension of contract period which will not be ordinarily more than three months.

6.6 The products for which tender is filled should be in the market minimum for 3 years.

6.7 In the event of tender being accepted, the contract must be signed by all the members of the firm, or by the authorized signatory. The signatory must produce power of attorney authorizing him to sign the contract on behalf of all absent members.

6.8 In case the rates quoted in the tender are accepted, the firm on rate contract will not sell the items on the rate contract during the Validity of rate contract period to any government institution or public sector consumer or local authorities in the Maharashtra State below the rates accepted by the Directorate of Health Services, Mumbai, and if such supply is made, he will promptly inform the Directorate of Health Services, Mumbai Group of accordingly, for which the tenderer is required to give an undertaking to that effect. In case of default, action to recover the difference in cost will be taken. In the event of the prices going down below the rate contracts, the rate contract holder shall promptly furnish such information to the Directorate of Health Services, Mumbai to enable him to revise the rate for subsequent supplies.

7) **Negotiation and Matching of Rates: -** Tender Approval Committee or Sub-committee appointed by Directorate of Health Services Mumbai shall negotiate with the tenderer to reduce the rates offered by them. These negotiations will be made with two acceptable lowest tenderers. The lowest rate received after negotiations for a particular item will be treated as rate for "**Rate Contract**". The next lowest rate received firms will be allowed to further reduce and match their rates to the lowest accepted rate for that particular item. The rate contract will be divided in equal quantities amongst the two tenderers. (Rate for Rate Contract).

8) **Security Deposit:-** The successful tenderer will have to pay a security deposit of an amount equivalent to 5 % of the cost of the items offered in form of Bank Guarantee valid for two years from date of award of Contract issued by any Nationalized Scheduled bank in concurrence with the Reserve Bank of India, Mumbai.

9) **Supplies:-**

9.1 As regards labeling and packing, should be distinctively specified on each unit of label:

a) Name of item:

- b) Specification under which item is manufactured.
- C) Name of manufacturer with address.
- d) Name of the importer, License No.
- e) Batch number.

9.2 No product, marked with "*Government of Maharashtra*" marking meant for supply under the rate contract should be sold to public. Breach of this condition will render the contract liable to suspension of contract.

## 10. **Final Packing**

10.1 Final packing shall be done in corrugated fiber boxes, confirming to IS-1503 and supplementary schedule No. CIGS 121. These shall be suitable and strong enough to bear rail / road transit hazard.

10.2 Good should be dispatched at carrier's risk failing which they should be properly covered by transit insurance. With Government Insurance fund, Mantralaya. Foreshore Road, Mumbai - 400 032. However, the supplier will be responsible unit the entire store contracted for arrival in good condition at destination.

10.3 The actual quantity of different items which may be required to be supplied for purchase under this tender shall be informed by respective Direct Demanding Officer (D.D.O.) situated in the State of Maharashtra from time to time as per requirement during the tenure of the tender.

## 11. **Procedure of supply and risk purchase.**

11.1 The D.D.O. mentioned in the schedule will send the order for drug/surgical items by Registered Post to the tenderer. The Rate Contract holder should acknowledge the receipt of the order to the D.D.O. by letter sent by Register post A.D. within 15 days stating the exact delivery period required and quantities he will be supplying to the D.D.O. If Rate Contract holder is not in a position to supply the entire quantity indented, he will inform the D.D.O. and also communicate same to Directorate of Health Services, Mumbai under registered post letter.

11.2 If the Rate Contract holder fails to supply the stores within the stipulated delivery period, penalty at the rate of 0.5% of the cost of ordered quantity per week or part thereof supplied late by him will be charged by concerned D.D.O and deducted from the bill after confirmation form the Directorate of Health Services, Mumbai.

11.3 If the rate Contract holder fails to supply the store within the stipulated period and according to terms and conditions of this tender or fails to replace rejected store by the concerned D.D.O., within such time as may be stipulated by D.D.O., the concerned D.D.O., shall be entitle to purchase such stores from any other source after confirmation of the Directorate of Health Services, Mumbai at such price which ordinarily should not be more than 10% of rate contract price, unless otherwise properly satisfied by concerned D.D.O. to the satisfaction of Directorate of Health Services, Mumbai. The extra expenditure in such cases shall be recovered

by the D.D.O. from the outstanding bill of Rate Contract holder, If no bill of Rate Contract holder are outstanding with concerned D.D.O. the extra expenditure shall be informed the Directorate of Health Services, Mumbai for further necessary action and recovery from Security Deposit.

**12. Terms of Payment:-**

- 12.1 80% of payment will be made by D.D.O. within 30 days of the receipt of store and balance amount after receipt of quality control report from the manufacturer and verification of supplied quantity.
- 12.2 In any case remaining 20% payment will be made within 60 days from the date of receipt of store.
- 12.3 The tenderer shall avail all facilities and extend co-operation of the visiting panels constituted by the Directorate of Health Services, Mumbai for inspection of the production site/manufacturing premises.

**13. Inspection Fees.**

- 13.1 *"Inspection Fees should be borne by Tenderer."*
- 13.2 All notices intended to be served on the tenderes shall be deemed to have duly served, if sent by registered post to the address mentioned in the tender.
- 13.3 Only the tenderer or his representative will be allowed to remain present at the time of opening of Envelop No.1 and Envelope No.2. Others will not be allowed to remain present.

- 14. Pre-Inspection by the supplier: -** Manufacturers / Contractors should satisfy themselves that the stores are in accordance with the terms of the contract and fully confirm to the required specifications. If demanding officer finds that the pre-inspection has not been carried out or on examination of any sample from any portion of the consignment if the materials are not found to fully confirmed to the particulars governing the supply, the entire consignment shall be rejected.

A declaration by the contractor that necessary pre-inspection has been carried out of the stores tendered for inspection will be submitted along with the challan. Test protocols for test carried out will be submitted along with the offer for inspection.

- 15. Fall clause: -** Attention of the bidders is invited to the Higher Lower Price Certificate (given at **Annexure No. VI**) **And** all the bidders will have to abide by the terms strictly in accordance with those mentioned in the certificate. It must be distinctly understood that in case supply to any Institute/department at price lower than the contracted price with the period specified in the certificate will immediately invite the reduction in the rate of contract. Breach of any clause of the certificate will

be viewed seriously and action will be taken against the tenderer which may include forfeit of E.M.D/S.D. termination of the contract of disqualification from participating in future business.

16. **Black Listing**: - In case of failure of at least 50% of supplies / material as per period stipulated in the tender, or in case of quality failure, the tenderer will be Black listed for the period of five years and will be banned to participate in the tender procedure.
17. Tenderer should note that all court cases regarding this tender will only be entertained in Mumbai.
18. No correspondence will be entertained after opening of the tender and after joint scrutiny.

**I have read all the terms & conditions of the tender carefully and I agree to abide by them.**

**Signature of Manufacturer / Authorised Signatory**

**With stamp of the company.**

**ANNEXURE - I (Envelop No.1)**

Forwarding Letter of the firm

**From:**

-----  
-----  
-----  
-----

To,  
The Director,  
Health Services,  
Arogya Bhavan, St.George's Hospital Compound,  
Near C.S.T. Rly. Stn., Mumbai - 400 001.  
MAHARASHTRA STATE,

**Sub: Supply of Small Surgical Instrument & Equipments at the quoted rate to Govt. of Maharashtra Institution for the period of two years from the date of finalization of Tender.**

I/We am/are authorized signatory of M/s. \_\_\_\_\_ and I / We hereby undertake as follows:

2. I/We hereby undertake to supply of **Small Surgical Instrument & Equipments** in areas specified by **Directorate of Health Services, Mumbai** for the period of two year from the date of finalization of Tender at the rates quoted by me/us and in packing specified in the prescribed tender form which is submitted herewith according to the instruction and the terms and conditions. The duration of the said contract may be extended for a period of three months if the **Directorate of Health Services, Mumbai** so desires.
3. The rates quoted against each **Small Surgical Instrument & Equipments** item by me/us in the tender are inclusive of all taxes, packing, freight charges and duties payable during the contract period. Insurance of the goods, whenever required will be done with the Government Insurance Fund.
4. Necessary documents as required are enclosed herewith in the order in which they are mentioned.
5. Samples of the Lab. material quoted are submitted on or before due date in suitable sealed packing.
6. **I / We** understand that Security Deposit submitted on entering, in the contract, is likely to be forfeited in the event of lapse on my / our part to comply with the terms and conditions of the tender as also on supplying item of substandard quality or if found to have followed unscrupulous practice/s apart from the liability of penal action for violating the law of the land.
7. **I/We** have carefully read and understood the terms and condition to avoid any omission. I/we shall abide by these conditions. I/We will follow them very scrupulously.
  
8. **I/We** also take cognizance of the fact that failure to furnish the information called for by the **Directorate of Health Services, Mumbai** or to comply with any requirement laid down under the conditions will be considered as disqualification and the tender be rejected on that account.

9. **I / We** undertake to abide by the instructions issued by the **Directorate of Health Services, Mumbai** from time to time.

10. **I / We** undertake to bear the cost of testing for quality of the product supplied whenever the **Directorate of Health Services, Mumbai** procedure or any other authority acting on their behalf decides to do this testing during the contract period.

11. **I/we** undertake to abide by the terms and conditions of the contract modified from time, and **I/We** have signed all the papers of terms and conditions and filled up prescribed proforma given along with the tender.

**Yours faithfully.**

**(Signature of the Tenderer)**

**With Stamp.**

**(Authorized Signatory)**

**ANNEXURE - II (Envelop No.1)**

**AUTHORITY LETTER**

( Authority Letter to be issued by the manufacturer for appointing Distributor / Dealer /Agent /Importer etc.)

I / we undersigned who is / are authorized signatory / signatories of the manufacturing firm \_\_\_\_\_ M/s.

Address: \_\_\_\_\_

To hereby authorize M/s. \_\_\_\_\_

\_\_\_\_\_ Address \_\_\_\_\_ to collect the orders / raise the bills for the items manufactured by me / us under the tender published in the Government Gazette No. \_\_\_\_\_ Date \_\_\_\_\_ I / we have not authorized any other distributors / Agent / Dealers /Importer etc. for this purpose.

I / we through all the terms and conditions of the tender will be binding on me / us and also on the Distributors / Dealers / Agent / Agents /Importer M/s. \_\_\_\_\_ appointed by me / us, during the whole contract period including extension period of the said contract.

**Authorized Signatory of the Firm**

**(Rubber Stamp)**

**(This is to be issued on Firm Approved Letter Head with Date of Issue)**

## **A N N E X U R E - III (Envelop No.1)**

### **PROFORMA FOR QUALITY CONTROL DATA**

Name and address of Tenderer :-

1) Company's standing and experience of formulation

(a) Year of establishment of the firm :

(b) Year of introduction of the product:

2) Information on the product:

(a) Description of the product:

(b) Test:

3) Dissolution and Disintegration:

4) Chemical composition:

5) Quality control facilities within the manufacturing unit

6) Raw Material -

Basic Manufacturer: Yes/No

If no, source of Raw Material:

7) I/We undertake to bear the cost of testing for the quality of the product whenever the Director of Health Services, Mumbai or any other Authority acting on their behalf decides to do this Testing.

**Signature & Stamp of Tenderer's**

## **ANNEXURE - IV (Envelop No.1)**

### **PROFORMA TO BE SUBMITTED ALONG WITH TENDER**

#### **(Statement of particulars of Small Surgical Instrument & Equipments Manufacturers / distributors / etc.)**

(Put a tick mark -/ where applicable, write N.A. where not applicable)

1. Name and address of the firm:
  - (a) Place of manufacture (in case of firms having more than: One place, mention the nearest)
  - (b) Registered Head Office, Postal Address and Tel. No. :
  - (c) Mumbai Office Address with Phone No. (If any):
  - (d) Total Annual Sales Turnover in the last financial year:
  
2. (a) is the firm registered under the Indian Companies Act : Yes/No.  
1913 Companies Act I of 1956 or any other Act, in Force if so, furnish certified Photostat copy of certificate of registration.
  - (b) In case of Limited Companies, furnish a copy of the : Yes/No
  - (c) In case Proprietorship / Partnership firms name of : 1. Proprietors / Partners / Directors with address (two in Order of % of share.) 2
  
3. Ownership status of the firm (Maharashtra Govt./Other State Govt / Cent. Govt./Joint Sector / Co-operative /SSI/ Private.)
  
4. Whether tendering as a Manufacturer / Agent / Distributor / Repacked / etc (State your category.)
  
5. Name/Post of the Officer/address, Phone No. who should be contacted by this office in case of any urgent problem.
  
6. Location of other Lab. material (reagent/Glassware) manufacturing works/factory/factories owned by the firm (if any)
  
7. (a) Details of arrangements for quality control.
  - (b) Whole time analytical staff with names, qualifications and residential Address of two of them.
  - (c) Equipment for quality control (Name of the important equipment)
  
8. In case of manufacturing units -
  - (i) Are you registered under the factories Act :
  
9. In case of repacked of Imported Item have you furnished details along with Certified Photostat copy of Import license.

10. Specify how much quantity of products was supplied to Past Performance, organization as per clause 1.5(a) in the last three tender years as shown below (use separate sheet if necessary) (including extension period)

| Tender Year | Name of the Item with CSPO, ESIS Cat. No. | Percentage of share allocation | Quantity of orders received with dates | quantity of supply | Amount of business in | Name of the Store/Institute to whom supply is made Rs. |
|-------------|---|--------------------------------|--|--------------------|-----------------------|--|
|             |   |                                |  |                    |                       |  |

12. Please check and state whether you have submitted the following:-

- (a) Forwarding Letter **Annexure No.1** :- Enclosed/Not Enclosed
- (b) Earnest Money Deposit, Chalan No and Date: Enclosed/Not Enclosed
- (c) VAT Clearance Certificate :- Enclosed/Not Enclosed
- (d) Manufacturers License :- Enclosed/Not Enclosed
- (e) Performance Certificate :- Enclosed/Not Enclosed
- (f) Bonafied Distributor Certificate **Annexure No.II** :- Enclosed/Not Enclosed
- (g) Registration Certificate D.G.S and D.S.S.I., N.S.I.C. :- Enclosed/Not Enclosed
- (h) Proforma for Quantity Control Data **Annexure No. III** :- Enclosed/Not Enclosed
- (i) Installed Capacity **Annexure No.V** :- Enclosed/Not Enclosed
- (j) Is the firm in technical collaboration with any foreign: - Yes/No

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

**Date: -**

**Full Signature of the Tenderer with official Seal and address.**

**ANNEXURE - V**

**PRODUCTION CAPACITY / IMPORTED QUANTITIES**

**NAME OF TENDERER :**.....

**ADDRESS:**.....

-----

*A STATEMENT SHOWING INSTALLED CAPACITY OF EACH QUOTED ITEM PER YEAR WITH EXSTING PLANT AND MACHINARY AND QUANTITY / IMPORTED QUANTITIES WHICH WILL BE ABELE TO SUPPLY.*

-----

| <b>SR.<br/>NO.<br/>SUPPLY</b> | <b>GROUP</b> | <b>ITEMS</b> | <b>INSTALLED CAPACITY<br/>IMPORT CAPACITY</b> | <b>*QUANTITY OFFERED<br/>FOR</b> |
|-------------------------------|--------------|--------------|---|----------------------------------|
|-------------------------------|--------------|--------------|---|----------------------------------|

-----

I

II

III

IV

-----

**\* Quantity imported to be mentioned in case of imported items.**

**(SIGNATURE AND STAMP OF TENDERER)**

## ANNEXURE - VI

### HIGHER PRICE / LOWER PRICE CERTIFICATE

1. I/We \_\_\_\_\_ hereby certify that the prices quoted by us in Tender Enquiry No. \_\_\_\_\_ are not higher than the prices.

(a) Charges by us to wholesalers for institutional suppliers.

2. I/We further certify that I/We have not supplied or quoted for any item in Tender Enquiry No. \_\_\_\_\_ at prices lower than those quoted for the relevant items to any Government / Semi Government / Public / Charitable Trust Organization /Institution within the period of 180 days preceding the last date of submission of the tender.

3. I/We hereby undertake that I/We will not supply or quote for any items in Tender Enquiry No. \_\_\_\_\_ at prices lower than those quoted for the relevant items to any Government / Semi Government / Public / Charitable Trust Organization /Institution within the period validity of the offer / rates contract.

4. I/We also undertake to bring to the attention of the Director any incidence of breach of any of the above paras within 30 days from the occurrence of the breach and further undertake to refund / reimburse the difference which may arise duo to breach of any of the above paras and I/We also understand that the decision of Director regards to the determination of quantum payable shall be final.

Date

Signature

## INDEX SHEET

(To be submitted along with tender in Envelop No. 1 )

| Sr. No. | Particulars   | Enclosed                                 | Page No. |
|---------|---|--|----------|
| 1       | Name & Address of Manufacturer  |  |          |
| 2       | Name & Tel. No. of responsible person.                                  |  |          |
| 3       | EMD paid (Bank Guarantee/DD)  | Enclosed / Not Enclosed                  |          |
| 4       | If EMD exempted mention Category  |  |          |
| 5       | VAT Clearance Certificate   | Enclosed / Not Enclosed                  |          |
| 6       | CE Mark / ISI Mark / ISO / Equivalent Certificate (wherever applicable) | Enclosed / Not Enclosed                  |          |
| 7       | Product Catalogue   | Enclosed / Not Enclosed                  |          |
| 8       | Past Performance  | Enclosed / Not Enclosed                  |          |
| 9       | Annual Turn Over  | Enclosed / Not Enclosed                  |          |
| 10      | Details of Manufacturer   | Enclosed / Not Enclosed                  |          |
| 11      | Original Tender form with signature                                     | Enclosed / Not Enclosed                  |          |
| 12      | Envelop No. II  | Included / Not Included in Envelop No. 1 |          |

**Tenderer's Signature & Stamp.**

**Place :**

**Date :**

**Seal :**

**Receiver's Signature / Date**

**No.DHS/Small Surgical Instrument & Equipments/Rate Contract**

**PRICE SCHEDULE**

**(ANNEXURE - VIII).**

| 1       | 2                | 3                   | 4           | 5   |                         |                          |  |                         | 6                      | 7                 | 8  |
|---------|------------------|---------------------|-------------|---|-------------------------|--------------------------|--|-------------------------|------------------------|-------------------|--|
| Sr. No. | Item Description | Country of Original | Qty. & Unit | Price for each unit                                   |                         |                          |  |                         | Unit price (a+b+c+d+e) | Total Price 4 x 6 | Sales and other taxes payable if contract is awarded |
|         |                  |                     |             | Ex-factory Ex-Warehouse Ex-showroom Off-the-shelf (a) | Excise duty, if any (b) | Packing & forwarding (c) | Inland transportation insurance and other local costs incidental to delivery (d) | Incidental services (e) |                        |                   |  |
| 1       |                  |                     |             |   |                         |                          |  |                         |                        |                   |  |
| 2       |                  |                     |             |   |                         |                          |  |                         |                        |                   |  |
| 3       |                  |                     |             |   |                         |                          |  |                         |                        |                   |  |
| 4       |                  |                     |             |   |                         |                          |  |                         |                        |                   |  |
| 5       |                  |                     |             |   |                         |                          |  |                         |                        |                   |  |
| 6       |                  |                     |             |   |                         |                          |  |                         |                        |                   |  |
| 7       |                  |                     |             |   |                         |                          |  |                         |                        |                   |  |
| 8       |                  |                     |             |   |                         |                          |  |                         |                        |                   |  |
| 9       |                  |                     |             |   |                         |                          |  |                         |                        |                   |  |
| 10      |                  |                     |             |   |                         |                          |  |                         |                        |                   |  |
| 11      |                  |                     |             |   |                         |                          |  |                         |                        |                   |  |

**Total bid price in Rs.** \_\_\_\_\_

**In words** \_\_\_\_\_

**Signature of Bidder** \_\_\_\_\_

**Name** \_\_\_\_\_

**Business address** \_\_\_\_\_

Place:

Date:

**LIST OF THE SMALL INSTRUMENTS REQUIRED FOR THE HOSPITALS**

**Schedule-I (Anesthesia, E.N.T.)**

| <i>Item No.</i> | <i>Name of Item</i> | <i>Packing/Specifications</i>                                   | <i>Approx. Annual Requirement</i> | <i>E.M.D.</i> |
|-----------------|---------------------|---|-----------------------------------|---------------|
| A2              | Cobb's Connections  | Material - Stainless steel, All Sizes, Superior Quality         | 3500                              | 10500         |
| E11             | Airways water's     | Set of All Sizes - Material - Stainless steel, Superior Quality | 2275                              | 4000          |

**LIST OF THE SMALL INSTRUMENTS REQUIRED FOR THE HOSPITALS**

**Schedule-IV (Obstructive & Gynecology)**

| <i>Item No.</i> | <i>Name of Item</i>                        | <i>Packing/Specifications</i>   | <i>Approx. Annual Requirement</i> | <i>E.M.D</i> |
|-----------------|--|---|-----------------------------------|--------------|
| ObG51           | Uterus holding cord clamp with double grip | Jaws, disposable, sterile should not open once clamped with peel off packing individual | 1050                              | 3150         |
| ObG55           | Sucker Macus                               | As per IS 6373:1971 Standard and amendment July, 2007                                   | 3675                              | 1980         |

**LIST OF THE SMALL INSTRUMENTS REQUIRED FOR THE HOSPITALS**

**Schedule-V (Orthopedic)**

| <i>Item No.</i> | <i>Name of Item</i>             | <i>Packing/Specifications</i>  | <b>Approx Annual Requirement (in numbers)</b> | <b>E.M.D</b> |
|-----------------|---------------------------------|--|---|--------------|
| Orth1           | Humor Circular Stapler          | With accessories circular and dilator, suture threader and Purse string scope 33 mm head diameter, safety lock and controlled tissue or equivalent   | <b>1400</b>                                   | 42000        |
| Orth2           | Intar Circular Stapler          | With curved shaft detachable head assembly size 21 mm diameter head, number of staples 16, lumen 12.4 adjustable staple height (1.0-2.5 mm) with safety lock mechanism with audible tactile feed back of equivalent                          | <b>1310</b>                                   | 39300        |
| Orth3           | Intra Luminal Circular staplers | With curved shaft detachable head assembly in size – 25mm diameter head, number of staplers – 20, Lumen – 16.4mm adjustable staple height (1.0-2mm), with safety lock mechanism with audible tactile feed back or equivalent.                | <b>1050</b>                                   | 31500        |
| Orth4           | Intra Luminal Circular staplers | With curved shaft detachable head assembly in size – 29 mm diameter head, number of staplers – 24 Lumen – 16.4mm adjustable staple height (1.0-2mm), with safety lock mechanism with audible tactile feed back or equivalent.                | <b>1225</b>                                   | 36750        |
| Orth5           | Intra Luminal Circular staplers | With curved shaft detachable head assembly in size – 33 mm diameter head, number of staplers – 28 Lumen – 20.4mm adjustable staple height (1.0-2mm), with safety lock mechanism with audible tactile feed back or equivalent.                | <b>790</b>                                    | 23700        |
| Orth6           | Linear catter                   | With stapler size 100 mm, standard (1.5mm) thich tissue 2.00 mm with intermediate locking position, cum mechanism safety lock Tissue retaining pin,  | <b>525</b>                                    | 9450         |
| Orth7           | Linear catter                   | With stapler size 100 mm, standard (1.5mm) thich tissuer 2.00 mm with intermediate locking position, 1.5 staples beyond count line interchangeable cartridge and their reload cartridge for regular and thick tissue, or equivalent          | <b>525</b>                                    | 28800        |
| Orth8           | Linear Stapler                  | Size = 30 mm, with controlled tissue compression. Parallel Jaw closure longer staple legs locking trigger in handle and remote retaining pin. Thick tissue regular tissue and for vascular tissue and their reloads cartridge or equivalent  | <b>700</b>                                    | 44100        |
| Orth9           | Linear Stapler                  | Size = 60mm, with controlled tissue compression. Parallel Jaw closure longer staple legs locking trigger in handle and remote retaining pin. Thick tissue regular tissue and for vascular tissue and their reloads cartridge or equivalent.  | <b>700</b>                                    | 90000        |
| Orth10          | Linear Stapler                  | Size = 90 mm, with controlled tissue compression. Parallel Jaw closure longer staple legs locking trigger in handle and remote retaining pin. Thick tissue regular tissue and for vascular tissue and their reloads cartridge or equivalent. | <b>230</b>                                    | 12600        |
| Orth11          | Lister senated lips<br>Syme's   | Pattern 6 <sup>1</sup> / <sub>2</sub> "  | <b>440</b>                                    | 12600        |

| <i>Item No.</i> | <i>Name of Item</i>     | <i>Packing/Specifications</i>   | <b>Approx Annual Requirement (in numbers)</b> | <b>E.M.D</b> |
|-----------------|-------------------------|---|---|--------------|
| Orth12          | Luminal cutter          | With stapler size = 55 mm standard (1.5mm) Vacular 1.00mm and thick tissue 2.0mm, with intermdiciate locking position, cum machanism safety lock Tissue retaining pin, and 1.5 staples beyond contline interchangeable cartridge And their reload cartridge for regular and thick tissue or equivalent                          | <b>230</b>                                    | 12600        |
| Orth13          | Luminal cutter          | with stapler size = 75 mm, standard (1.5mm) Vacular 1.00mm., thick tissue 2.00 mm and thick tissue 2.0mm, with intermediciate locking position, cum machanism safety lock Tissue retaining pin, and 1.5 staples beyond contline interchangeable cartridge And their reload cartridge for regular and thick tissue or equivalent | <b>230</b>                                    | 11025        |
| Orth15          | Mastoid Scalp Retractor | 4 x 5 Teeth 8 ½"0   | <b>525</b>                                    | 5760         |
| Orth16          | Needle Pundental        | Block S.S. Superior Quality   | <b>1050</b>                                   | 1320         |
| Orth17          | Needle Trochar          | 2.5 and 8 English Guage 6½"   | <b>1225</b>                                   | 4140         |
| Orth18          | Pleffer's Probe         | S.S. Superior Quality   | <b>525</b>                                    | 6900         |
| Orth19          | Auxiliary crutches      | As per IS 5143:1988 Standard and amendment Nov. 2003<br>1) Size: - Different sizes.   | <b>2450</b>                                   | 2100         |
| Orth20          | Caliper AFO             | Different sizes   | <b>2625</b>                                   | 17850        |
| Orth21          | Caliper EAFO            | Different sizes   | <b>2625</b>                                   | 4725         |
| Orth22          | Walkers                 | All Types Different sizes IS 13017:1990 Standard and amendment there after  | <b>960</b>                                    | 5900         |

\*\*\* Preference will be given to ISI Mark.

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

|   |  |  |
|---|--|--|
| ½ % Office<br><i>Director (Personnel)</i><br><i>Adtl. Director (M.H) Jt.</i><br><i>Director (Medical) Jt.</i><br><i>Director (P.D.E.)</i> | 22621031& 36<br>22621006<br>22620235<br>22620925<br>22621186 | Dental College Building, St. Geroge Hospital Compound,<br>Chatrapati Shivaji Terminus, P. Demelo Road, Mumbai -1<br>Maharashtra State (India)      Telegram : Health Services,<br>Mumbai. Fax : 2262 21 55 |
| <b>By E.mail</b>  |  | No.DHS/Clarification/R.C./Small Surgical Instruments /P.C./09.<br>Date:                      February, 2009.   |

To,  
M/s.....  
.....  
.....

**Subt: Clarification about Tender\_No.DHS/Small Surgical Instrument & Equipments/Rate  
Contract/P.Cell/T-2/08.**

**Ref :- queries raised by one bidder wide letter dt. 17.2.2009.**

**One of the bidders has raised following queries and the clarification is given to him is as belows,  
which is being circulated to all the bidders:-**

**Q- 1)** In most of item you have written As per IS-8254:1976 standard and amendment.

**Clarification: -** Only one item i.e. Schedule-I Item No.-A.1 (Ambu bag with valve) has specification as per IS-8254:1976 standard and amendment.

**Q- 2)** In most of the item these IS is not available with the authority, you are requested to give us details of IS specification, if available with you.

**Clarification: -** The IS number which mentioned in the Tender form, the details of specification are available at Indian Standard Bureau, Marol, Andheri (W) Mumbai.

**Q- 3)** Item No. MS 1 to MS 7 Dressing Drums 5 sizes:-

As regards item No. MS 1 to MS 7 Dressing Drums, 5 sizes are available with ISI MARK, whereas in your specification the sizes are mentioned are different & not as per IS Specification, please clarify.

**Clarification:-** As per specification of Dressing Drum (Item No. MS 1 to MS 7 Dressing Drums) there are 7 sizes mentioned in IS 3831 and its amendments.

**Q- 4)** In case of imported item please clarify whether we can quote in the Foreign currency, as there are fluctuations in Foreign Currency rates.

**Clarification: -** In case of imported item you can quote in the Foreign currency/Indian currency.

**Q- 5)** Item No. MS 22 Bucket with cover: - As regards item No. MS 22 Bucket with cover, you require seamless or joint less. Generally, it is seamless which is in demand & has a longer life.

**Clarification:** - As regards item No. MS 22 We requires seamless Bucket with cover.

**Q- 6)** Item No. MS 24 Sterilizer instrument (Table Model) :- As regards item No. MS 24 Sterilizer instrument (Table Model) it is mentioned under at two places i.e. under MS24 & ITEM GS 139, both seems to be same, where we have to quote & what amount of E.M.D. has to be submitted?

**Clarification:** - Item No. MS 24 Sterilizer instrument (Table Model) it is mentioned at two places i.e. at MS24 & Item GS 139, both are same. The Item No.GS 139 is deleted.

**Q- 7)** Item No. GS150 to GS 154 Trolley Patient VARIOUS TROLLEYS : - Please clarify whether, you require fully MS powder coated, MS powder coated with S.S. Shelves or fully stainless steel with sizes.

**Clarification:-** Item No. GS150 to GS 154 VARIOUS TROLLEYS, We required fully MS powder coated with S.S. shelves or fully Stainless steel with all sizes.

**Q- 8)** Item No. OBG 56 Suction Apparatus (Electrical) :- Please clarify whether, it is portable, trolley model, Noise less, Oil Immersion Motor etc. :-

**Clarification:** - Item No. OBG 56 Suction Apparatus (Electrical) it is trolley model.

This is for your information.

**Joint Director of Health Services,  
(Procurement Cell) Mumbai.**

