



सत्यमेव जयते

**GOVERNMENT OF MAHARASHTRA
CIVIL SURGEON, CIVIL HOSPITAL**

JALNA-431203

E-mail – csjalnastore@gmail.com

Phone : 02482 -225381,224381

**Quotation Invitation for the supply of
Pick Flow Meter (COPD Equipment) For
District Hospital, Jalna**

QuotationNo :- GHJ/Store/24-25/...27957... Date :- 19/12/2024.

Name Of Firm :- M/s.



Civil Surgeon,Civil Hospital,Jalna invites Quotation from the Manufacturers/Sole Distributors and suppliers for the purchase of "**Pick Flow Meter (COPD Equipment) used in Different Department in Hospital.**"(List of Equipment & Instrument Attached)

Interested eligible bidders if required,may obtain further detail information of procurement of above items from office of the Civil Surgeon,Civil Hospital,Jalna

Quotation Schedule

Quotation related activities (Process) schedule is as under -

No	Activity	Date & Time
1	Sale Period of Quotation	24 / 12 /2024 to 30 /12/2024
2	Last Date of Submission of Quotation	30 /12 /2024 up to 1.00 pm
3	Date of Opening and Evaluation of Quotation	31 / 12 /2024 at 3.00 pm

Address for communication :- **Civil Surgeon,District Hospital,Jalna**

In front of Collector Office

Jalna -431203.

- For detail information interested & eligible bidder may visit the Notice Board & if required, may obtain further detail information of procurement of above items, from office of the Civil Surgeon, District Hospital Jalna.
- Quotation form is available on **Notice Board** during the sale period.

Under signed authority reserves the right to increase or decrease the quantity to be purchase and to cancel or reject, any or all quotation or part of quotation without giving any reasons.

Date :- 24 / 12 /2024


(Dr.Rajendra Patil)
Civil Surgeon
District Hospital,Jalna

TERMS AND CONDITIONS

1. General :-

- 1.1 The Civil Surgeon, District Hospital, Jalna. Here in after referred to as a "Purchaser " invites Quotation for the supply of **Pick Flow Meter (COPD Equipment) used in Different Department at District Hospital Jalna.**
- 1.2 Quotation related activities (Process) like Quotation Document sale, Quotation submission & Opening will be governed by the time schedule.
- 1.3 All activities of this Quotation carried out **at office of the Civil Surgeon, District Hospital, Jalna**
- 1.4 All communication should be made in the name of "Civil Surgeon, District Hospital, Jalna"
- 1.5 Interested eligible bidders if required, may obtain further information regarding technical specification, required quantities and other terms and conditions applicable for procurement, from above mentioned office.
- 1.6 Quotation Form – Bidders submit their request letter, personally or their authorised representative in name of Civil Surgeon, District Hospital, Jalna.
- 1.7 The quantity mentioned in this quotation is approximate. Civil Surgeon, District Hospital, Jalna reserves the right to increase or decrease the quantity to be purchase and to accept or reject any or all quotations without any reason.
- 1.8 Any overwrite or erased found in quotation document it will not consider.
- 1.9 If any Bidder wishes to lodge any complaint against the other Bidder regarding submission of false documents, information etc. The Bidder has **to submit the complaint before price bid opening along with deposit of Rs.50,000 (Rupees Fifty Thousand only) in the form of Demand Draft drawn in favour of the Civil Surgeon, District Hospital Jalna Maharashtra, payable at JALNA in terms of deposit.** This issue will be submitted to the purchase Committee, decision should be final. along with facts. The amount so deposited shall be refunded, if after scrutiny the complaint is found to be true by the the purchase Committee decision should be final.. However, if the complaint found to be false and malafide the deposit will be forfeited. No interest shall be paid against this deposit. Any complaint received after price bid opening will not be entertained.
- 1.10 Any bidder who creates any type of pressure or shows unlawful behaviour in the process of quotation, will outcome at any stage of the process.

2. Eligibility Criteria : -

List of Documents Required (All Xerox copies of documents must be self attested)

Bidder must submit your offer in the original quotation form & all Essential Documents(Sr.No. 01 to 09) signed with stamp.

1. Annexure 1- Submission Letter
2. Annexure 2- Proforma for Past Performance
3. Annexure 3 – Rider-A
4. Annexure 4-
5. निविदाकाराचे हमीपत्र
6. Annexure A- Rate Quotation
7. Valid registration certificate under Shop & establishment act, applicable for other than manufacturer.
8. Valid registration certificate under Drug & Cosmetic Act 1948 (Where Applicable)
9. GST Registration Certificate

3. Cost of bidding:-

The bidder shall bear all costs associated with the preparation and submission of their quotations and required sample for testing & required fee or demonstration. The purchaser will not responsible or liable for those costs,

4. Submission of quotation :-

Sealed Quotation should be submitted on or before last date of submission in office time.

5. Opening of quotation :-

On the date and time specified in the quotation notice, quotation will be opened in the presence committee members & bidder or his authorized representative. After verification of documents, quoted rate in given format will compare each other; lowest rates will be accepted. Non-responsive bidders rate will not consider for comparisons.

6. Validity of Quotation & Rates :-

- 1) Rate should be inclusive of all taxes, levies, freight charges & transportation at store delivery basis & Installation charges.
- 2) Rate should be valid up to the maximum purchase value of all items Rs. Ten Lakh of all item only, in the financial year 2024-25 or 12 Months which ever will be earliest. From the acceptance of rate by this office.
- 3) If rate for same item will found equal, at that negotiation will be made for lowest, negotiation not successes required order quantity will be divided in is same or will award to some to one on merit basis.
- 4) If at any time during the period of contract, the rate of quoted items is reduced or brought down by any Law or Act of the Central or State Government or by the bidder himself, the bidder shall be morally and statutorily bound to inform the purchaser immediately about such reduction in the quoted rates. The purchaser is empowered to reduce the rates accordingly.
- 5) If at any time during the period of contract, the rate of quoted items is exceeds by any Law or Act of the Central or State Government **rate revision should not allowed.**

6) Delivery Period & Place of delivery :

The goods delivery should be started immediately & Should be completed within 60 Days from the date of receipt of supply order to the consignee.

7. Liquidated damages:

If the Supplier fails to deliver any or all of the goods within stipulated period, the purchaser shall without prejudice to its other remedies under this contract. Liquidated damages 0.5% per week or part of there of, extended maximum upto 10%. This amount will be deducted from bill without any notice. Once the maximum limit crossed, the purchaser may consider for termination of the Contract..

8. Default Clause / Cancellation on failure to supply :

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

The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories wherever necessary.

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

9. Confidentiality:

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

Any effort made by the bidder to influence the purchaser in the respect of quotation i.e. evaluation, comparison, or contract award decisions may result in the rejection.

10. Payment:

The 100% Payment shall be made upon submission of following documents:

- (i) 3 copies of supplier's invoice.
- (ii) The purchaser shall have every rights to deduct the pending dues on account of loss, compensation, or any remedial action in monetary terms from the said payment. The supplier shall not agitate the said issue in future

11. Test Report

- 1) **Quality Control Test Report,NABL,US FDA,ISI,ISO,TUV,CE & Other certificate applicable for standard for equipment & Instrument Should be Submitted with Invoice**

12. Corrupt or Fraudulent Practices

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

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

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 bidder (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

"Collusive practice" means a scheme or arrangement between two or more tenderer, with or without the knowledge of the Purchaser, designed to establish tender prices at artificial, non competitive level; and.

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

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

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

13. "Rider- A"

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

Arbitration:In the event of failure to settle the dispute amicably between the bidders, the same shall be referred to the sole arbitrator, if dispute arise. The award passed by the sole Arbitrator shall be final and binding on the bidders. The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made hereunder.

Governing Language:English language version of the contract shall govern its interpretation.

Applicable Laws: The contract shall be governed in accordance with the law

prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

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

Jurisdiction :All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Jalna only.

Saving clause :No suits, prosecution or any legal proceedings shall lie against the Civil Surgeon ,District Hospital,Jalna or any person for anything that is done in good faith or intended to be done in pursuance of Quotation

I read all above terms & conditions & I agree all above.

Signature of bidder & stamp

Documents to be submitted in Envelope

No.	Documents Submitted	Yes/No	Page No
1	Annexure 1- Submission Letter		
2	Annexure 2 – Rider-A		
3	Annexure 3		
4	निविदाकाराचे हमीपत्र		
5	Annexure A- Rate Quotation		
6	Valid registration certificate under Shop & establishment act, applicable for other than manufacturer or MSME Certificate		
7	Valid registration certificate under Drug & Cosmetic Act 1948 (As Per Aplicable)		
8	GST Registration Certificate		

Signature of bidder & stamp

Annexure -1

Submission Letter

To
Civil Surgeon,
District Hospital ,Jalna
Dear Sir,

I / We examined the quotation document, the receipt of which is hereby acknowledged, I / we, the undersigned, offer to supply and deliver the goods under the above-named Contract in full conformity with the said quotation document and our financial offer in the price schedule submitted which is made part of this quotation.

I / We undertake, if our quotation is accepted, to deliver the goods in accordance with the delivery schedule specified in the quotation document.

If our quotation is accepted, we undertake to supply and maintenance within the times specified as warranty and after if necessary.

I / We agree to abide by this quotation, for the quotation Validity Period specified in the quotation 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 quotation together with your written acceptance of the quotation and your Acceptance of quotation shall constitute a binding Contract between us. I / We understand that, you are not bound to accept the lowest or any tender you may receive.

Date: / /2024

Signature & stamp of bidder

Note :-This form must be duly signed & Stamped in original to be submitted to this Office along with required technical Documents before close of quotation.

Annexure - 2

RIDER A

(Please see terms & condition no.12)

RESOLUTION OF DISPUTE

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

ARBITRATION

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator, if dispute arise. 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 hereunder.

GOVERNING LANGUAGE

English language version of the contract shall govern its interpretation.

APPLICABLE LAWS

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

INDEMNIFICATION

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

Date :-

Place :-

Signature & stamp of bidder

ANNEXURE - 3

Self Affidavit on Letter Head of Our Firm

To
Civil Surgeon ,
District Hospital
S.No. 488, In Front OF Collector Office Jalna- 431 203

Respected Sir,

A) I.....(Name of Authorized Signatory to sign the contract)

Age.....Address.....

hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm M/s..... authorized signatory and I am submitting the documents in envelope No. 1. For the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below :-

1. I am liable for action under Indian Penal Code for submission of any false / fraudulent documents/ Information submitted in envelope No. 1 .
2. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted, subletting company or by myself.
3. I am liable for action under Indian Penal Code if any papers are found false / fraudulent during contract period and even after the completion of contract (Finalisation of final Bill).
4. The firm has not been 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 two years.

I learnt all terms and conditions of this Quotation & I accept all terms & conditions (Sr. N. 1 to 13) mentioned in this Quotation document.

Place: _____

Signature & stamp with date of tenderer

Seal & sign with date

निविदाकाराचे हमीपत्र

(महाराष्ट्र शासन, उद्योग उर्जा व कामगार विभाग, शासन निर्णय क्रं भांखस-२०१४/प्र.क्र. ८२/भाग।।।/उद्योग-४, दिनांक ०१/१२/२०१६ नियम ४:२:५ नुसार)

मी / आम्ही.....

.....या हमीपत्राद्वारे लिहून देतो की, दरपत्रक मागविणाऱ्या खरेदी प्राधिकाऱ्याबरोबर कोणत्याही प्रकारे हितसंबंधाबाबत संघर्ष नाही. तसेच खरेदी प्राधिकाऱ्याकडे सादर करण्यात आलेले दरपत्रक हे एकल असून दुसऱ्या कोणत्याही संस्थेसोबत संयुक्तरित्या किंवा संगनमताने साखळी करून दरपत्रक भरलेले नाही, असे आढळून आल्यास नियमानुसार योग्य त्या दंडात्मक कार्यवाहीस पात्र राहिल.

दिनांक :

ठिकाण :

दरपत्रक धारकाची स्वाक्षरी व शिक्का

To be submitted on Original Letter head/pad

ANNEXURE-A
Quotation of Rate

Equipment & Instrument used in Different Department in Hospital

QuotationNo :- GHJ/Store/ 24-25/ ~~27957~~ Date :- 19/12/2024

Sr. No.	Name Item	specification	Unit	Rate Rs. (Including All Taxes)
1	Pick Flow Meter (COPD Equipment)	<ul style="list-style-type: none">• Detail Technical Specification Attached With Form of Quotation.	1	
2	Disposable Pipe (Mouth Pice)	<ul style="list-style-type: none">• Disposable Pipe attached For Pick Flow meter (Mouth Pice)	1 (one)	

Delivery Schedule : **The goods delivery should be started Immediately & Should be completed within 60 Days from the date of receipt of supply order to the consignee.**

Delivery Terms : To the consignee destination at store delivery basis .
Consignee : Civil Surgeon, District Hospital, Jalna

Date :

Signature & stamp of bidder



Technical Specification (Pick Flow Meter)

बेटी बचाओ
बेटी पढ़ाओ

- Scale -**
- Should be linear and calibrated using EU Scales in accordance with European Union Standards)
 - standard range: 60-800 Litre per min
 - **Reproducibility:** +/- 5% (EU Scale)
 - **Accuracy:** +/- 10% (EU Scale)
 - **Mouthpiece:** sterilizable plastic or disposable cardboard
 - Should be light weight, portable and simple to use
 - **Instrument:**
 - Manufactured in India, the instrument should consist of a light plastic cylinder enclosing a spring piston that slides freely on a central rod.
 - The piston should drive an indicator along a graduated EU scale.
 - The piston should come to rest at a level that depends on the maximum flow rate since the air blown into the instrument makes the piston move forward.
 - Each meter should be supplied in a reusable plastic storage container, with instructions for use and a peak flow chart (Indian)
 - **ISO Compliant:** Should be compliant with latest ISO 23747: Anaesthetic and respiratory equipment — Peak expiratory flow meters for the assessment of pulmonary function in spontaneously breathing humans
 - **जबाबदार अधिकारी -** जिल्हाशल्य चिकित्सक, जिल्हा नोडल अधिकारी, वर्ग 1 फिजिओथेरपिस्ट, जिल्हा कार्यक्रम व्यवस्थापक, जिल्हा लेखा व्यवस्थापक, जिल्हाएनसीडी समन्वयक व राज्य असंसर्गजन्य रोग कक्ष