

**MAHATMA GANDHI MEMORIAL MEDICAL COLLEGE,
& Associated Hospitals, Indore**
(An autonomous institute under Govt. of Madhya Pradesh)


E-TENDER

**NOTICE INVITING E-TENDER FOR THE PROCUREMENT OF MEDICINE & SURGICAL AND
CONSUMABLE ITEMS FOR CARDIOLOGY DEPARTMENT**

SCHEDULE OF TENDER

Tender Enquiry Number	
Date of Release of Tender through E-Procurement Solution	16/11/2022
Date of Pre-Bid meeting	23/11/2022
Last Date for downloading of Bid documents	04/12/2022
Bid Submission Start Date	28/11/2022
Last date for submission of Bid	06/12/2022
Date of opening of Bid	08/12/2022

Corrigendum for any changes dates and rules will be available on college website www.mgmmcindore.in and E-Tender Website <https://www.mptender.gov.in> not to be published by any newspapers.


Dr. Sanjay Dixit
Dean
M.G.M. Medical College Indore
अधिष्ठाता
म.ग.म. स्मृति चिकित्सा महाविद्यालय
इन्दौर (म.प्र.)

**MAHATMA GANDHI MEMORIAL MEDICAL COLLEGE,
& Associated Hospitals, Indore**
(An autonomous institute under Govt. of Madhya Pradesh)

E-TENDER

**NOTICE INVITING E-TENDER FOR THE PROCUREMENT OF MEDICINES, SURGICAL
ITEMS AND CONSUMABLES ITEMS FOR CARDIOLOGY DEPARTMENT**

SCHEDULE OF TENDER

Tender Enquiry Number	
Date of Release of Tender through E-Procurement Solution	16/11/2022
Date of Pre-Bid meeting	23/11/2022
Last Date for downloading of Bid documents	04/12/2022
Bid Submission Start Date	28/11/2022
Last date for submission of Bid	06/12/2022
Date of opening of Bid	08/12/2022

Online Tenders are invited from **reputed principal firms / manufacturers or their authorized distributors** (along with authority letter issued by the principal firm/manufacturer) for the supply of **Consumable items for Cardiology Department, Mahatma Gandhi Memorial Medical College & Associated Hospitals, Indore.** Foreign Principals, who have no office in India, can submit their bids through an authorized distributor whose office is in India. Such authorized distributors shall have to submit an authorization from the Foreign Principal in this respect. The Tender can be seen and downloaded from the web site <http://mptenders.gov.in>. No tender form shall be sold by the Institute. The bidders, who have downloaded the bid documents, shall be solely responsible for checking the above website for any clarification/addendum/amendment to the bid document issued subsequently, and take into consideration the same while preparing and submitting the bids. Mahatma Gandhi Memorial Medical College, and Its Associated Hospitals, Indore will not issue any separate communication to individual bidder.

ONLY THOSE BIDDERS WHO ARE IN A POSITION TO SUPPLY THE ITEMS WITHIN 30 DAYS OF THE ISSUANCE OF SUPPLY ORDER IN CASE OF INDIAN ITEMS AND WITHIN 60 DAYS IN CASE OF IMPORTED ITEMS SHOULD SUBMIT THE E-BID.

Pre bid Meeting Venue: Purchase Conference Hall, MGM Medical College, Indore

Bid Validity:

NOB

[Signature]

Dr. Bhusham Shah.

Dr. AD Bhatnagar
Nodal officer
Super Speciality
Hospital

The Bid shall remain valid for acceptance for a period of 2 year after the date of financial bid opening prescribed in the Tender Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

Validity of Rate Contract:

Two years from date of issue of rate contract, extendable for 1 year if so, desired by the Hospital authorities on same terms & conditions, or the validity is further extendable on mutual consent of both parties i.e., the bidding firm and hospital authorities on the same terms and conditions or till finalization of new Tender, whichever is earlier.

While quoting the rates, the instructions of DPCO/NPPA (if available) shall be followed strictly and the rate quoted shall be strictly in conformity of the rate approved by DPCO/ NPPA.

1. GENERAL INSTRUCTIONS

- 1.1 Online submission of price bid is required. **If hard copy of price bid is submitted, the Tender is liable to be rejected without any further correspondence.**
- 1.2 Online submission of other documents is required to be submitted as per **Annexure I**, and no hard copy of financial bid is to be submitted which is to be submitted online only.
- 1.3 At any time prior to the deadline for submission of tenders, the Tender Inviting Authority (TIA) i.e. **Mahatma Gandhi Memorial Medical College & Associated Hospitals, Indore**, for any reason deemed fit by it, modify the Technical Evaluation (TE) documents by issuing suitable amendment(s) to it. Such corrigendum in respect of this Tender, if any, shall be uploaded on the website **<http://mptenders.gov.in>** only. All the prospective bidders are advised to keep themselves updated for such corrigendum.
- 1.4 All the bidders must ensure that the documents uploaded by them are legible, failing which the quotation for items for which the document is not legible shall not be considered. **No hard copy of the financial bid shall be submitted by the bidder otherwise his Tender shall be straightway rejected.**
- 1.5 Pre-bid meeting shall be held on the date and time as mentioned above in **Purchase Committee Hall, Mahatma Gandhi Memorial Medical College, Indore, Madhya Pradesh- 452001**. Bidders are requested to attend the pre-bid meeting. If any query or clarification required on the terms & conditions of Tender or on the specification of item(s) may be raised in the meeting. **Queries received via post to the pre bid meeting shall not be entertained at any stage.**
- 1.6 The goods shall be supplied by the bidder or its authorized distributor (manufacturer certified) against a sale invoice issued. The delivery of goods shall be made by the bidder, or its authorized distributor, as the case may be, who supplies the goods should carry a valid goods and service tax identification number and be registered with the concerned authority which will be verified. The bidder shall, however, be responsible for compliance with all conditions, warranty/guaranty, irrespective of the fact that the goods are supplied by him directly or through its authorized distributor. Further, the quoted bid price in the tender shall be **inclusive of all taxes and duties and exclusive of GST**. Any changes in taxes & duties due to statutory reasons during the contract shall be permitted as per terms.
- 1.7 **Alternative Tenders are not permitted. Only one bidder is permitted to quote for the one manufacturer, i.e. only one authorized distributor of any manufacturer can quote against one item. However, both manufacturer and distributor cannot quote for the same item.**
- 1.8 Bid Validity of Tender: **2 year from the date of financial bid opening.**



- 1.9 In exceptional cases, the Bidder may be requested by the Tender Issuing Authority (TIA) to extend the validity of their tenders up to a specified period. Such request(s) and responses there to shall be conveyed by email. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the period of the Bid Security Declaration accordingly.
- 1.10 Only those Online Tenders will be opened/ downloaded wherein the tenderers have **submitted original EMD/ Exemption of EMD certificate etc.**, in online mode by the due date & time. If the Tenderer uploads it's online tender and fails to submit original EMD/ Exemption of EMD certificate etc., in online mode by the due date & time, their online tenders will not be opened and will be rejected. Similarly, tenderers who submit EMD and fail to upload online tenders complete in all respects will be ignored/ rejected and EMD will be returned to them after obtaining approval of competent authority.
- 1.11 **Withdrawal of Tender:** No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a Bidder withdraws the tender during this period, it will result in debarring him for next two years from participating in any tender in **Mahatma Gandhi Memorial Medical College & Associated Hospitals, Indore.**
- 1.12 Representation, if any, shall be addressed at the time of or before pre-bid meeting to the, **Chairman, Tender Committee, Mahatma Gandhi Memorial Medical College & Associated Hospitals, Indore, Madhya Pradesh-452001** for redress. Representation lodged in **Mahatma Gandhi Memorial Medical College, Indore** should bear signature, name, proof, and mobile number of the complainant. In the absence of all these, the representation shall not be looked into.
- 1.13 The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in English language.
- 1.14 **Any bidder from a country which shares a land border with India will be eligible to bid in this Tender only if the bidder is Registered with the Competent Authority i.e. registration Committee constituted by Department for Promotion of Industry and Internal trade [Rule 144(xi) of GFR 2017].** "Bidder" (including the term 'Tender', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- 1.15 "Bidder from a country which shares a land border with India for the purpose of this Order (Rule 144 (xi) of GFR 2017) means: -
- An entity incorporated, established, or registered in such a country, or
 - A subsidiary of an entity incorporated, established, or registered in such a country, or
 - An entity substantially controlled through entities incorporated established or registered such a country; or
 - An entity whose beneficial owner is situated in such a country, or
 - An Indian (or other) agent of such an entity, or
 - A natural person who is a citizen of such a country, or
 - A consortium joint venture where any member of the consortium or joint venture falls under any of the above.



- 1.16 Bidders are required to submit a certificate in the tender documents regarding their compliance with this order (OM no. 6/18/2019- PPD dated 23 July 2020 inserting Rule 144 (xi) of GFRs 2017. If such certificate given by the bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
- 1.17 In respect Tenders, registration should be valid at the time of submission of bids, at the time of acceptance of bids and at the time of placement of orders.

2. PREPARATION OF TENDER

- 2.1 All the bidders who intend to participate in this tender are required to obtain **Digital Signature Certificates**.
- 2.2 All the bidders must go through the terms and conditions of the tender before uploading.
- 2.3 The bidders shall put its seal on the documents before scanning and uploading at the e-procurement site (<http://mptenders.gov.in>).
- 2.4 **EMD/Bid security (of Rs 5, 00,000/-) in the form of FD or Bank Guarantee valid up to sixty days after the completions of contractual obligations and Bid Security Declaration in original (as per Annexure VI), Annexure-I and undertakings in original (as per Annexure III, IV, V, X) are to be submitted, online marked as "Pre-Qualification Bid" and self-attested copies of catalogue/ technical literature certificates are to be submitted in physical form in envelope. The envelopes should be clearly mentioning the Tender Name & ID must be dropped into the sealed box assigned for this purpose in the Purchase office of Mahatma Gandhi Memorial Medical College & Associated Hospitals, Indore on or before the last date and time of closing of uploading of the tender.**
- 2.5 No Document/ Certificate shall be accepted after the closing date & time of tender. Tenders / Bids sent by post or courier or by any other way shall not be accepted in case of any problem bidder **may consult the helpdesk**.
- 2.6 **All the documents should be in the name of the bidding company firm.**
- 2.7 In the event of the specified date for physical submission of tender falls on or is declared a holiday or closed day for the office of TIA, EMD/Bid security and Bid Security Declaration or NSIC or MSME registration Certificate as applicable or undertaking in physical form will be received up to the date and time on the next working day, but the date and time of submission of bid at e-procurement site shall remain unchanged.
- 2.8 **Tender Process:** - The tender shall pass through Two stages:

- 2.8.1 **Pre-Qualification & Technical Bid Stage (Annexure-I& Annexure II):** - At this stage the online documents received from the firms as mentioned below read with **Annexure-I & II** shall be evaluated. **The Bidder is required to submit EMD / Bid security (of Rs 5,00,000/-) and Bid Security Declaration in original (as per Annexure VI) and undertakings in original (as per Annexure III, IV, V, X) in online mode before closing date and time of the tender failing which his tender shall be rejected straightway without any correspondence in the matter. The bidder(s) who qualify(ies) shall be judged for technical bid stage. The bidding firms shall upload the technical literature of the item along with the terms & conditions as to guarantee / warranty. In this stage the technical compliance sheet for the equipment/Implants/consumables submitted by the firms/ companies shall be evaluated. The items/ firms which qualify in this stage shall be judged at the Financial Bid Stage. The authorization letter issued by the authorized person of the principal firm or manufacturer must be enclosed (AND UPLOADED) in the Technical Bid. If the Technical Bid Evaluation Committee asks for demonstration/ samples of the consumables/items, the bidder shall do so at his own cost if possible.**



3. SUBMISSION OF DOCUMENTS

3.1 DOCUMENTS FOR 'PRE-QUALIFICATION BID'

Pre-Qualification Bid (Check List) read with Annexure-I:

- 3.1.1 Online submission of **EMD / Bid security and Bid Security Declaration as per Annexure-VI**, (as per the details given below at 3.1.4) and self-attested copy of MSME registration Certificate with the Central Purchase Organization or the concerned Ministry or Department, if available.
- 3.1.2 **Undertakings in original (as per Annexure III, IV, V, X) need to be uploaded in online form (<http://mptenders.gov.in>. & <http://www.mgmmcindore.in>).**
- 3.1.3 The bidders must upload the scanned copies of the following documents along with prequalification bid checklist at Annexure I.
- 3.1.4 **Bid Security Declaration form as per GFR Rule-170.** Every bidder shall have to submit Bid Security Declaration form as per **Annexure-VI** only on a non-judicial stamp paper of Rs. 1000/- and to be duly notarized.
- 3.1.5 Unsuccessful bidder's earnest money, if submitted, will be returned to them without any interest, after finalization of the tender. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from that bidder.
- 3.1.6 **Income Tax filing proof and PAN No.** Submit self-attested copy of filing income tax return for financial year 2018-2019, 2019-20 and 2020-21 (**assessment year 2019-2020, 2020-2021 and 2021-22**) along with self-attested copy of valid permanent income tax number (PAN) in the name of bidding firm / proprietor.
- 3.1.7 **Goods & Service Tax (GST):** Submit self-attested copy of GST number issued by concerned authority.
- 3.1.8 **Certificate of incorporation in case of a company or declaration in case of being a proprietary firm.**
- 3.1.9 **Satisfactory performance certificate of firm: The firm is required to submit original or self-attested photocopies from at least three Govt. Hospitals or reputed Private Hospitals (at least 300 bedded) or Medical Institutes to whom similar supplies of Cardiology Consumable items have been made in the last three years "certifying that the firm has executed all the supply orders satisfactorily in time and the quality of goods supplied was as per approved norms".**
- 3.1.10 **A Notarized undertaking (as per Annexure III):** only on a Non-judicial stamp paper of Rs. 1000/- (duly notarized) to abide by the terms and conditions of Tender, duly signed and stamped by the Bidder.
- 3.1.11 The Bidder must also furnish the name of his **authorized distributor** who will execute the supply orders on behalf of the principal firm/company along with address, telephone number, fax number, e-mail-id besides the similar details for his own for any future communication/ correspondence (office location-no change in future).

AOB 

- 3.1.12 In case the items covered under Drugs and Cosmetics Act, a certificate is required from the licensing authority that the bidder has not been convicted/ has pending conviction under Drugs and Cosmetics Act shall be uploaded. Non conviction certificate from the licensing authority should not be more than 12 months old on the day of opening of tender.
- 3.1.13 The bidder has to submit an average annual turnover certificate **supplemented with audited balance sheets** issued by Statutory auditor/ Tax Auditor/ CA as applicable of any two of the last three financial years (i.e., for the financial year 2018-2019, 2019-20 and 2020-21). The intending bidders are advised to submit the average annual turnover certificate of 30% of our estimated value or more per year.
- 3.1.14 **A Notarized Criminal Liability Undertaking (Annexure IV)** only on a Non-judicial stamp paper of Rs.1000/-. (duly notarized)
- 3.1.15 **A Notarized Undertaking Regarding Sharing Land Border (Annexure V)** only on a Non-judicial stamp paper of Rs.1000/. (duly notarized)
- 3.1.16 **Authorization letter from the principal firm or Manufacturer** to submit the bid as per Annexure IX.
- 3.1.17 Any other relevant document(s) which the firm wishes to enclose.

3.2 DOCUMENTS FOR TECHNICAL BID

- 3.2.1 For Technical Bid, all the bidders must fill up the columns of Annexure II to submit his bid. All the columns are mandatory and must be filled up by the bidder before uploading it. The bidders will have to submit the samples (if applicable) against the quoted item during technical evaluation in appropriate quantity as per the demand of technical evaluation committee (up to a maximum of three samples against each quoted item).
- 3.2.2 The Technical literature shall be uploaded online and submitted in technical envelope. The envelope should be clearly mentioning the Tender Name & ID must be dropped into the sealed box assigned for this purpose in the Purchase office of **Mahatma Gandhi Memorial Medical College & Associated Hospitals, Indore.**
- 3.2.3 Authorization letter from the principal firm or Manufacturer to submit the bid as per Annexure IX.
- 3.2.4 In case the bidder is Manufacturer, Self - Declaration of Manufacturer should be given. In Case the bidder is not the Manufacturer, **Manufacturer's Authorization Form (Annexure IX) should be signed by both, the manufacturer, and the bidder.**
- 3.2.5 Performa for Technical Specification is placed at **Annexure-II** and must be filled up for evaluation. Quote one best option and submit ONE sample/original catalogue for that quotation only. Multiple samples or quotations against one item code, if submitted will not be considered for its evaluation, and tender will be rejected.
- 3.2.6 The item quoted, should have minimum US FDA/European CE/ DCGI certification or its equivalent or as applicable as per specification in each case.
- 3.2.7 The bidders must submit the following certificate, for all items covered under Drug and Cosmetics Act under all groups, wherever applicable i.e. for all consumable items, Submit the following certificates as applicable along with technical bid.
- a) **Certificate for manufacturing and marketing experience of more than last three years, issued by the licensing authority confirming that tenderer has been**

manufacturing and marketing the subject item and that there has not been any complaint regarding quality from any user.

- b) Certificate issued by the licensing authority for any newly introduced item in the country, for its marketing in India.**
- c) DCGI/ European CE/US FD a certificate for all individual items separately, as applicable.**

- 3.2.8 In case of change of any authorized agent by the principal firm, the principal firm shall then be directly liable for Guarantee and Maintenance of the items.
- 3.2.9 All consumables and item quoted should be of latest generation and having facility for its up gradation in future if required.

4. FINANCIAL BID

The Bidder must upload their **financial bids in Indian Currency only (INR), as per prescribed Performa** in both in words and figures separately to be filled online. Bidders should quote rate per Unit/kit, as the case may be. All the quoted bid price in the tender shall be exclusive of GST.

- 4.1 All the bidders are also informed that in case of the two or more companies having the same rate for a given item, then the quantity of items shall be divided between / among them in equal proportions. (Online filing of Tender shall be done in BOQ format)
- 4.2 All the columns shown in the price schedule should be filled up as required. If any equal column does not apply to a bidder, same should be clarified as - N.A. by the bidder.
- 4.3 Unless otherwise specified, the prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

5. PERFORMANCE GUARANTEE

- 5.1 Successful bidder(s) shall have to submit **5% of the value of the contract as Performance Guarantee** in the form of Fixed Deposit Receipt, or Bank Guarantee from any of the commercial banks in favors of **Mahatma Gandhi Memorial Medical College & Associated Hospitals, Indore** valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- 5.2 **Failure of the successful bidder in providing performance security and/ or contract copy duly signed, may make the bidder liable for forfeiture of its EMD/Bid Security Deposit, will be debarred and also, for further actions by the TIA as per the terms of this tender.**
- 5.3 Within thirty (30) days from the date of issue of notification of award by the TIA, the supplier shall furnish performance security to the TIA.
- 5.4 The TIA will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations.

6. TENDER OPENING



6.1 The TIA will open the e-tenders after the opening date and time e-procurement site. The online tender documents i.e. EMD/Bid security/Bid security declaration (as per Annexure VI) NSIC/MSME Registration Certificate and notarized Undertaking (Annexure-III, IV, V) shall be opened on the date and time given at the e-procurement site, or in case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the office of TIA, the online tender will be opened at the same time and place on the next working day.

6.2 Authorized representatives of the bidders may visit and witness the opening of online tender provided they bring with them letters of authority from the corresponding bidders.

Details of Short words:-

S.NO	SHORT WORD	FULL WORDS
1.	EMD	Earnest Money Deposit
2.	DPCO/NPPA	Drugs Price Control Order /National Pharmaceutical Pricing Authority (NPPA)
3.	TIA	Tender Inviting Authority
4.	TE	Technical Evaluation
5.	GST	Goods and Service Tax.
6.	GFR	General Financial Rules
7.	NSIC	National Small Industries Corporation
8.	MSME	Micro, Small & Medium Enterprises
9.	FOR	Freight on Road
10.	DDP	Delivered duty paid.
11.	CBI	Central Bureau of Investigation.
12.	E.g.	For Example
13.	PAN	Permanent Account Number
14.	BOQ	Bill of Quantities
15.	INR	Indian Rupees

MOB

[Signature]

7. GENERAL TERMS & CONDITIONS

- 7.1 From the time of submission of tender to the time of awarding the contract, if a Bidder needs to contact the TIA for any reason relating to this tender enquiry and/or its tender, it should do so only in writing.
- 7.2 In case a bidder attempts to influence the TIA in the TIA's decision on scrutiny, comparison and evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the TIA.
- 7.3 The TIA will notify the successful bidders in writing, by speed post or email that its tender for goods and services, which have been selected by the TIA, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods and services and corresponding process accepted and site readiness if required. The successful bidder must furnish to the TIA the required performance security within thirty days from the date of dispatch of the notification, failing which the award will be cancelled and the firm may be debarred from tendering for the next two years.
- 7.4 Whenever any claim for payment arises under the contract against the supplier, the TIA shall be entitled to withhold and recover it and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the TIA, pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the TIA, will be kept withheld or retained till the claim arising about of or under the contract is determined by the arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.
- 7.5 **The principal firms/manufacturers can change the authorized agents/distributors only once during the period of contract.** The change of distributor/agent shall be required to give full justifications/reason thereof. In case of change of any authorized distributor by the principal firm, the principal firm shall then be directly liable for Guarantee of quality and supply of items. In case of change of distributorship, authorization from the principal firm/Manufacturer will be required and will be subject to final approval by the Committee Chairman. The new authorized distributor has to submit Performance Guarantee in favors of, **Mahatma Gandhi Memorial Medical College & Associated Hospitals, Indore** before his case is considered along with an undertaking by the principal firm that the supplies shall be made without any interruption during the remaining tender validity period. Further under exceptional circumstances & valid reasons change of authorized agent/distributor may be allowed for second time or maximum third time.
- 7.6 Sub-authorization by the principal's authorized agency/firm will not be accepted for making any supply/ delivery/service of the goods or for rising bills/collecting payments etc.
- 7.7 All quoted rates should be on F.O.R/DDP basis (up to the hospital stores). The approved rates shall remain fix/firm for 2 years from the date of issue of Rate Contract.
- 7.8 The rates quoted should be inclusive of all freight charges, packing charges, custom duty, and octree etc. (excluding GST). The cost of insurance of goods/articles shall be paid by the Bidder for imported as well as indigenous items.

AOB


- 7.9 The Bidder to submit proof of depositing GST with the Trade & Taxes Department to the Accounts Department of the hospital, for all bills being cleared with GST as and when required.
- 7.10 **No upward price revision** would be acceptable whatsoever after opening of tender. It would be acceptable only in cases where the Govt. changes its policies, rates etc. for which necessary notification/clarification to this effect has been issued by the Government. Moreover, Director reserves the right to accept or reject any such offer in this regard and final decision whatsoever will be binding on all. In case the price of the goods reduced as per policy decision of Govt./ by manufacturers due to any other reasons, the company shall inform the Hospital immediately and make the supplies on the reduced rates from the date such reduction in prices taking place.
- 7.11 **Fall Clause** : If at any time during the execution of the contract, the controlled price becomes lower or the supplier reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person / organization including the purchaser or any department of Central Government or any department of the National Capital Territory of Delhi at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.
- 7.12 In case the rate quoted by the firm for any product is found to be higher than the rate quoted to other Govt., Semi- Govt., autonomous or public sector hospitals, institutions organizations etc. during the same financial year, the firm may be debarred from tendering for the next consecutive tender and payment may be made at the currently found lower rate including recovery of any paid amount for the same product.
- 7.13 The payment for consumables items will be made against pre receipt bills in triplicate after the receipt of the complete items against supply order in hospital stores.
- 7.14 The bidder who submits false, forged, or fabricated documents or conceals facts with intent to win over the tender or procure purchase order, EMD of such bidder firm will be forfeited and firm will be liable for blacklisting for a period of not less than two years. The firm will also be liable for legal action depending on the facts & circumstances of the case.
- 7.15 All goods (packets, boxes, strips, etc.) for supply to hospital stores should be stamped "**FOR SUPPLY TO Mahatma Gandhi Memorial Medical College & Associated Hospitals, Indore, NOT FOR SALE**". The batch number, manufacturing date, expiry date of consumable/perishable items have to be on all supplies. The bidder should note that the stock supplied should not have passed more than 1/4 of their shelf life for Indian goods and 1/3 for foreign drugs, from the date of manufacturing Loss or premature deterioration due to factor during life span of stock shall have to be made good by the supplier free of cost.
- 7.16 For all sterilized consumables, concerned firm shall provide sterility certificate issued by any Government approved laboratory along with their supplies in stores, The Bidder will be liable for any legal action in case of any complaint arising out of un-sterile supplies.
- 7.17 Custom duty shall be as applicable to government institutions. It shall be the responsibilities of the bidder to get the consignment cleared from customs and no custom duty shall be paid separately by the hospital in case of imported goods. **Custom duty exemption certificate will be provided -if applicable.**

AOB



- 7.18 The bidders are bound to make the supplies of items with minimum number of batches to the respective store in hospital premises with the entire satisfaction of the purchaser on the basis of rates quoted and a copy of the receipt Challan mentioning the batch, manufacturing date and expiry date may also be submitted to the store in charge.
- 7.19 The Dean, Mahatma Gandhi Memorial Medical College & Associated Hospitals, Indore has full power to send the samples of any stores for testing/evaluation without assigning any reason to the supplier. The Dean reserves the power of ordering recovery for liquid dated damages for defaults on the part of Bidder for the satisfactory supply of stock ordered etc.
- 7.20 Quality complaint-if any shall be dealt by the Vendor at its own cost.
- 7.21 **Validity Period of supply:** - All Deliveries should be made to the concerned Store of the Hospital on F.O.R. destination basis will within 30 days (For Indian Goods) and 60 days in case of Imported Items. The supply will not be accepted in parts except emergency conditions.
- 7.22 **Emergency / Urgent Procurement:** In case, the Hospital requires an item urgently, the supplier must supply the item as per the directions of the Department on approved rates and in such case the condition of normal delivery period shall not be applicable.
- 7.23 All extension given beyond validity period, supplies will be admissible along with liquidated damages charge of 2% per week to a maximum of 10%, for a maximum period of 35 days only. For repeated non-supply/any default, the Bid Security Performance Security of the firm shall be forfeited. Dean shall reserve the exclusive right to wave off the liquidated damage charges for late supplies if due to natural calamities and submitted with valid proof. e.g., earthquakes, floods etc.)
- 7.24 In case the Bidder fails to deliver the particular item or items within the scheduled validity period, the hospital shall reserve the right to procure these items from the next approved bidder or from open market and the loss to the govt. on account of excess expenditure incurred will be charged from the firm who shall deposit the total amount of loss incurred to the cashier of the hospital and deposit TR-5/DD receipt in purchase Section with necessary details. For repeated non-supply/any default, on the part of firm, the Bid Security/ Performance Security shall be forfeited.
- 7.25 The Hospital can extend the validity period of tender in public interest in full or in part for a period 12 months, when the circumstances so warrant. The bidder must undertake to supply at the approved rate during the extended period also.
- 7.26 If any stock remains unconsumed with expired shelf life, it should be replaced with fresh stock by the supplier.
- 7.27 The Dean Mahatma Gandhi Memorial Medical College& Associated Hospitals, Indore shall not be bound to take all or any of the article enumerated in the appendix in full / or even in part of the estimated quantity.
- 7.28 The Dean, Mahatma Gandhi Memorial Medical College & Associated Hospitals, Indore has exclusive powers to accept or reject any or all tenders, and/or to cancel the supply order at any time without assigning any reasons. All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to the Pr. Secretary (Health & Family Welfare, Law, and Justice & Legislative Affairs), Govt. of MP or his nominee for arbitration whose decision shall be binding on the contracting parties. All disputes shall be subject to Indore jurisdiction.



- 7.29 All the bidders shall have also to undertake that no vigilance case / CBI case pending against them or their Principals or they have been blacklisted or debarred by any Govt. Hospital or Institution for supplying inferior quality goods or for malpractices.
- 7.30 The purchaser may demand to see the original document or submission of attested/certified copy of any document which has been submitted online or other document(s) requiring clarification.
- 7.31 The Tender is to be Submitted Electronically on E-Tendering Portal of MP Govt. (<https://mpteders.gov.in>). The bidder must upload documents which are legible and appropriately named (E.g. License, GST, ITR, Performance Certificate and not as Doc. 01, Doc 02).
- 7.32 All documents required in the tender should be serially numbered and duly signed by the bidder with the rubber stamp of the firm on each page before uploading. The bidder shall give the reference page number in Annexure and underline / encircle / highlight the concerned information with item code on the certificates submitted online.
- 7.33 The bidder should not be under conviction for manufacturing / supplying sub-standard drugs/items or on any other grounds under Drugs & Cosmetics Act or rules framed there under. The firm/company/corporation and any of its Directors/ Proprietor/ Partner/ Authorized signatories should not be convicted /or a criminal case filed against or pending in any Court of India by any department of the Government under Prevention of Corruption Act or for cheating/defrauding Government/embezzlement of Government fund or for any criminal conspiracy in the said. In this regard, the bidder firm should submit an undertaking of Criminal Liability as per Annexure-IV.
- 7.34 Submission of the tender is deemed to be agreeing to the terms & conditions of this tender and shall act, if approved, as a contract to supply as per the terms & conditions of the tender and according to the given schedule or on subsequent orders of the Dean, Mahatma Gandhi Memorial Medical College& Associated Hospitals, Indore or his/her authorized representative.
- 7.35 The bidder should not be currently blacklisted or deregistered by any Govt./ Autonomous body/ Institution. Hospital in India for items(s) being quoted in this tender or completely debarred to participate in the Tender to participate in the Tender.
- 7.36 The bidder shall bear all cost associated with the preparation and submission of his bid and the Department will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
- 7.37 The items as per the list will be purchased only when the item(s) are not available on MPPHSC approved by the Govt. of MP in this regard.
- 7.38 The successful bidder will submit the agreement on a non-judicial stamp paper of Rs.1000/- as per Annexure-VII after award of the Rate Contract.
- 7.39 The bidder who submits false, forged, or fabricated documents or conceals facts with intent to win over the tender or procure purchase order, EMD of such bidder firm will be forfeited and firm will be liable for blacklisting for a period of not less than two years. The firm will also be liable for legal action depending on the facts circumstances of the case.
- 7.40 Laws governing the contract
a) This contract shall be governed by the laws of India

b) The Courts of Indore shall alone have jurisdiction to decide any dispute arising out of or in respect of the bid/contract.

7.41 The conditions herein contained shall form part or and shall be taken as included in the agreement to be entered into or treated as agreement itself of the discretion of Dean, Mahatma Gandhi Memorial Medical College & Associated Hospitals, Indore.

8. CORRUPT OR FRAUDULENT PRACTICES

8.1 It is required by all concerned namely the Consignee/ Bidders/ Suppliers etc. to observe the highest standard of ethics during the procurement and execution of such contracts, in pursuance of this policy, the TIA: - defines, for the purposes of this provision, the terms set forth below as follows:

8.2 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution; and

8.3 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the TIA and includes collusive practice among bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the TIA of the benefits of free and open competition.

8.4 The firm will be declared as ineligible, either indefinitely or for a stated period of time, by the TIA if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

8.5 Goods accepted by the TIA/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute TIA's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract.



ANNEXURE -I
PRE-QUALIFICATION BID (CHECK LIST)

Name of the Bidder _____

S.No.	Details of document	PAGE No.
1	EMD/ Bid security and Bid Security Declaration & undertaking- as per Annexure-VI-in original only on a duly notarized non judicial stamp paper of Rs.1000/- as per GFR 2017, Rule-170 and self-attested copy of valid MSME Registration Certificate with the Central Purchase Organization or the concerned Ministry or Department, if available.	
2	Income tax filing proof and PAN No.: Submit self-attested copy of filing Income tax return for three assessment years i.e., 2019-20, 2020-21, 2021-22),along with self-attested copy of valid permanent income tax number (PAN).	
3	Goods Service Tax. (GST): Submit self-attested copy of GST number Issued by concerned authority.	
4	Certificate of incorporation in case of a company or declaration in case of being a proprietary firm.	
5	Satisfactory performance certificate of the firm: The firm is required to submit original or self-attested photocopies, issued by an authorized person, from any 3 (Three) Govt. Hospitals or reputed Private Hospital / Institution (atleast 300 beds) to whom similar supplies of Cardiology Consumable items have been made in the last Three years , " <u>certifying that he firm has executed all the supply orders at is factorily in time and the quality of goods supplied was as per approved norms</u> ".	
6	A notarized Undertaking (as per Annexure-III) - in original only on a non-judicial stamp paper of Rs.1000/- (duly notarized) to abide by the terms and conditions of tender, dully signed and stamped by the Bidder.	
7	A notarized Criminal Liability Undertaking (as per Annexure-IV) – in original only on a non-judicial stamp paper of Rs.1000/- (duly notarized)	
8	A notarized Undertaking Regarding sharing land border-in original only on a non-judicial stamp paper of Rs.1000/- (duly notarized) <i>(as per Annexure-V)</i>	
9	Bidders Details To be submitted on letter head of tenderer	
10	Non – Conviction Certificate from Drug Office (along with Annexure X)	
11	The Bidder must furnish the name of his authorized distributor along with Authorization letter issued by Principal firm / Manufacturer <i>(Annexure IX)</i> - if any, with address, telephone number, fax number, e-mail ID.	
13	Average Annual Turnover Certificate of the Bidder supplemented with audited balance sheets issued by Statutory auditor/ Tax Auditor / CA as applicable of any two of the last three financial years (i.e., for the financial years 2019 - 2020, 2020-21 & 2021-2022). The intending bidders are advised to submit the average annual turnover certificate of INR 7, 50, 00,000/- or more per year.	
14	Any other relevant document (s) which the firm wishes to enclose.	

SIGNATURE and stamp of the BIDDER

ADDRESS: TELE PHONE NO.



(For Surgical Items)
Annexure- II
चेक लिस्ट आनलाईन

निविदाकार का नाम.....

Sr No	Category Name	Item Code No. Surgical	Name of Surgical Items	India / Imported Item	Manufacturer Name of Surgical Items	Authorization Letter from Manufacturer for the Year 2022-2023	Manufacture license No and valid upto / Import Licence No. valid Upto issued by FDA/USFDA/ CDSCO	Manufacture GMP/ WHO- GMP revised schedule M /CE/USFDA Certificate valid upto	Last 3 Years Market Standing Certificate (MSC)/ Performance Certificate issued by FDA/ CDSCO/ CA & valid upto	Manufacture ISO Certificate & valid upto	Valid Proprietary Item Certificate (If item is Proprietary Item) issued by Govt. of India.	Registered in FDA/CDSCO	Catalog	Page No.
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	Surgical													
2														
3														
4														
5														
6														
7														
8														

MOB



निविदाकार का नाम एवं हस्ताक्षर
फर्म/कम्पनी की सील

ANNEXURE-II
(Technical Bid)
TECHNICAL BID PROFORMA
(For Medicine Items)
चेक लिस्ट आनलाईन

निविदाकार का नाम.....

Sr No	Category Name	Item Code No. Tab/ Cap/Inj/Suppo/ Syr/IV fluids/ Vaccines/ Solutions/ Ointment/ Cream/ Lotion/ Respules/ Inhalors/ Powder/ linements/ Gel/ Jelly/ Applicap/ Drops/ Nasal spray	Name of Medicine	Indian/Imported Item	Name of Medicine Manufacturer	Authorization Letter from Manufacturer for the Year 2022-2023	Manufacture license No and valid upto / Import Licence No. valid Upto issued by FDA/USFDA/ CDS/CO	Manufacture GMP/WHO-GMP revised schedule M Certificate valid upto, USFDA Certificate issued by FDA/CDS/CO/	Manufacture Last 3 Years Non Conviction Certificate FDA/CDS/CO	Manufacture Last 3 Years Market Standing Certificate (MSC)/ Performance Certificate issued by FDA/USFDA /CA & valid upto	Valid Proprietary Item Certificate (If item is Proprietary Item) issued by Govt. of India.	Registered in FDA/CDS/CO	Catelog	Page No.
1	2	3	4	5	6	7	8	9	11					
1	Medicine													
2														
3														
4														
5														
6														
7														
8														
9														
10														

LB
[Signature]

निविदाकार का नाम एवं हस्ताक्षर
फर्म/कम्पनी की सील

ANNEXURE-III

NOTE: Undertaking must be submitted only on non-judicial stamp papers duly notarized of

Rs. 1000/- (Rs. One Thousand only).

UNDERTAKING

To

The Dean,
Mahatma Gandhi Memorial Medical College &
Associated Hospitals, Indore.

Sir/Madam,

1. I,

Prop. /Partner / Director / Authorized Signatory of M/s _____

certify that I have gone through the terms and conditions mentioned and undertake to comply with them. The rates quoted by me are valid and binding on me if accepted for the duration contract period.

2. I, the undersigned hereby bind myself for the supply of various items to Mahatma Gandhi Memorial Medical College & Associated Hospitals (Super-speciality Hospital), Indore.
3. That the articles shall be of the best quality and kind and as per requirement of the institution. The decision of the chairman purchase committee, Mahatma Gandhi Memorial Medical College & Associated Hospitals, Indore as regards to the quality and kind of articles shall be final and binding on me.
4. Bid Security Declaration - as per Annexure -VI submitted by me in the name of "Mahatma Gandhi Memorial Medical College, Indore" is attached here with and shall remain in the custody of chairman purchase committee till the expiry of the tender.
5. If any delay occurs on my part, I or my agents fail to supply the article at the appointed place and hour, the Dean may purchase those from any other sources and the firm will deposit the difference to the cashier of this hospital and submit the TR-5/Demand Draft receipt in the Purchase branch or else the same may be adjusted against my bid security.
6. The purchase committee chairman shall not be bound to take all or any of the article enumerated in the appendix in full / or even in part of the estimated quantity. Quantity may be increased or decreased as per requirement at the time of the placement of order.
7. The conditions here in contained shall form part or and shall be taken as included in the agreement to be entered into or treated as agreement itself of the discretion of Dean, Mahatma Gandhi Memorial Medical College & Associated Hospitals, Indore.

KOB



8. If the said officer deems it necessary to change any article on its being found of inferior quality, it shall be replaced by me, well in time to prevent in convenience to the patients.
9. I/We hereby undertake to supply the items during validity of the tender as per direction given in supply order positively. In case of urgent supplies, the supply may have to be give non urgent basis.
10. **I/We hereby undertake that the rates quoted by me/us are either at par or lower than that quoted to any other Govt. or private hospital/ institutions and these quoted rates are not higher than the MRP of these items. I also undertake to comply the same rates under extension period if situation warrants.**
11. In case the price of the goods reduced as per policy decision of Govt. / by manufacturers due to any other reasons, the company shall inform the Hospital immediately and make the supplies on the reduced rates from the date such reduction in prices taking place.
12. I/ We understand that it is my/ our responsibility to provide warranty/ Guaranty as per tender terms & conditions and it is my / our responsibility to import / export, spares / replacements, repairable items free of cost during the Comprehensive warranty period.
13. I/ We declare that my/ our firm has not been blacklisted/ debarred by any of the Govt. Hospitals / Institutions. If blacklisted or debarred in the past, they have revoked the same.
14. I/ We also submit that our firm/ principal have no vigilance case/ CBI case pending against us/our principal.
15. I/We undertake that I have not submitted any false documents with the tender.
16. **Fall Clause:** If at any time during the execution of the contract, the controlled price becomes lower or the supplier reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person / organization including the purchaser or any department of Central or state Government at a price lower than the price chargeable under the contract, he shall forth with notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming in force of such reduction or sale or offer of sale shall stand correspondingly reduced.
17. In case the rate quoted by the firm for any product is found to be higher than the rate quoted to other Govt. / Semi Govt. / autonomous or public sector hospitals, institutions, organizations etc. during the same financial year, the firm may be debarred from tendering for the next consecutive tender and payment may be made at the currently found lower rate including recovery of any paid amount for the same product.

A-02


18. I/We undertake that I have not submitted any false documents with the tender. The conditions here in contained (in the tender document) shall form part or and shall be taken as included in the agreement to be entered into or treated as agreement itself of the discretion of Dean, Mahatma Gandhi Memorial Medical College & Associated Hospitals, Indore.

Affirmation

I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further I pledge and solemnly affirm that nothing has been concealed by me and if anything comes to the notice of purchaser during the validity of tender period, Dean, Mahatma Gandhi Memorial Medical College & Associated Hospitals, Indore, will have full authority as he deems fit, which may amount to rejection of tender without assigning any reason.

Place:

Signature of the Bidder

Date:

Stamp of the firm

A/B


ANNEXURE-IV

NOTE: Undertaking must be submitted only on a non-judicial stamp papers duly notarized of
Rs. 1000/- (Rs. One Thousand only).

Undertaking regarding Criminal Liability

I, _____ S/o Sh. _____
Resident of (Address) _____ do

solemnly pledge and affirm:

01. That I am the propriety or of M/s _____
02. That no case of any nature i.e., CBI, Criminal/ Income Tax/ Sales Tax / Blacklisting is pending against my firm/ myself/ any board member/ partner of the firm.

Dated:

Signature of the Tenderer / Manufacturer



Rubber Stamp of Tenderer

ANNEXURE-V

NOTE: Undertaking must be submitted only on a non-judicial stamp papers duly notarized of
Rs. 1000/- (Rs. One Thousand only).

Undertaking Regarding Sharing Land Border

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

[Where applicable, evidence of valid registration by the Competent Authority shall be attached - as per Rule 144 (xi) of GFR 2017]"

Dated:

Signature of the Tenderer /Manufacturer



Rubber Stamp of Tenderer

ANNEXURE-VI

NOTE: Undertaking must be submitted only on a non-judicial stamp papers duly notarized of
Rs. 1000/- (Rs. One Thousand only).

Bid Security Declaration

I/we hereby undertake and confirm that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the same or submit as performance guarantee before the dead line define in the request for bid document, we shall be suspended for a period of five years from being eligible to submit bid with MAHATMA GANDHI MEMORIAL MEDICAL COLLEGE & ASSOCIATED HOSPITALS, INDORE.

Dated:

Signature of the Tenderer /Manufacturer

AOB


Rubber Stamp of Tenderer

ANNEXURE-VII

FORM OF AGREEMENT

**(To be submitted by the successful bidder on a non-judicial stamp paper duly
notarized of Rs.1000/-)**

[TO BE ENTERED WITH THE DEAN OF MAHATMA GANDHI MEMORIAL
MEDICAL COLLEGE& ASSOCIATED HOSPITALS, INDORE]

THIS AGREEMENT is made on the _____ day of _____ (Month) _____ (Year)
On behalf of the Dean Mahatma Gandhi Memorial Medical College& Associated Hospitals,
Indore through ____ (designation of head of the Department and address of the authority /
Hospital / Department) (herein after called "the authority / Hospital / Department" which
expression shall, unless excluded by or repugnant to the context be deemed to include his
successors in office and assigns) of the one part and _____ (Name and address of the
contractor) through Shri / Ms. _____, authorized representative (herein
after called "the contractor" which expression shall, unless excluded by or repugnant to the
context, be deemed to include his successors, heirs, executors, administrators, representatives
and assigns) of the other part providing these items to the _____ (Name of the Authority /
Hospital / Department)

NOW THIS AGREEMENT WITNESS as follows:-

1. In this agreement word and expression shall have the same meanings as are respectively assigned to them in the Contract conditions and service level of the contract herein after referred to as bid documents.
2. The following documents shall be deemed to form and be read and constructed as part of this agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. General/Special conditions of contract and service level;
 - c. Notice inviting Tender;
 - d. Financial Bid;
 - e. Scope of service;
 - f. Amendments / Corrigendum / Addendums, if any; and
 - g. Any other documents forming part of the contract.
3. This agreement is for a normal contract period of two years unless terminated earlier as per the contract conditions. This is extendable for an additional period of one year which can further be extended to a maximum period of 6 months and each time extension shall

AOB


before minimum of three months.

4. In consideration of the payments to be made by the Authority/Hospital/Department to the Contract or as herein after mentioned the Contractor here by covenants with the Authority / Hospital / Department to execute and provide the items w.e.f _____ as per the provision so of this Agreement and the Bid documents. The Contractoral so agrees that it will ensure that no breach take place on the premises.

INWITNESS WHERE OF: the parties here to have signed the Agreement on the day and the year written above.

For and on behalf of
The Contractor

For and on behalf of the
Dean MGMMC

Authorized Signatory
(Name:)
(Designation :)

Authorized Signatory
(Name:)
(Designation :)

Seal of Contractor

Seal of Authority/Hospital/Department

1. Witness _____
Name _____
Address _____

Telephone No: _____

(From the Authority/Hospital/Department side)

2. Witness _____
Name _____
Address _____

Telephone No: _____

(From the Contractor side)

Note: -The Authority Hospital /Department should ensure that the person signing the agreement on behalf of Contractor should be either proprietor himself or one of the authorized partners or one of Directors in case of bidding company.

ANNEXURE-VIII

BIDDERS DETAILS

(To be submitted on letter head of tenderer)

Affix self-Attested
Passport Size recent
photograph of the
Directors/partners
of the bidding firm

1	Due date for tender with ID No.	
2	Opening time and date of tender	
3	Names, address of tenderer / Agency and Telephone Numbers	
4	Registration No. Of the Tenderer/ Agency	
5	Name, Designation, Address and Telephone No. of Authorized person of Tenderer /Agency to deal with	
6	Please specify as to whether Tenderer is sole Proprietor/ Partnership tenderer. Name and Address and Telephone No. Of Directors / partners should be specified	
7	PAN Number issued by Income Tax Department.	
8	Details of Bid Security deposited: (a) Amount (b) FDR No. (c) Date of issue: (d) Name of issuing authority:	
9	ID Proof (Self-attested copy of Driving license or Voter ID Or Passport or AADHAAR card to be closed)	

Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself /our selves abide by them.

(Signature of the bidder)

Name and Address (with seal)

11/02


ANNEXURE-IX

MANUFACTURER'S AUTHORISATION FORM

**The Dean
MAHATMA GANDHI MEMORIAL MEDICAL COLLEGE
& ASSOCIATED HOSPITALS,
INDORE.**

Dear Sir,

Ref: Your TE document No _____ dated _____

We, _____ who are

Proven and reputable manufacturers of _____

(name and description of the Goods offered in the bid) having factories at _____

_____, hereby authorize Messrs _____

_____ (name and address of

the agent) to submit a bid, process the same further and enter in to a Rate Contract with

you against your requirement as contained in the above referred TE documents for the

above goods manufactured by us.

We also state that we are not participating directly in this bid for the following reason(s):

_____ (Please provide reason here).

We further confirm that no supplier or firm or individual other than Messrs.

_____ (name and address of the above agent) is authorized to submit a bid, process the same further and enter into a Tender Enquiry Document with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty as applicable, read with modification, if any, in the Special conditions of Contract for the goods offered for supply by the above firm against this TE document. We also hereby confirm that we would be responsible for the satisfactory execution of Rate Contract / Purchase Orders placed on the authorized agent and the support services for the devices shall be available for at least 10 years from the date of supply of devices.




We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly"

The manufacturer accepts responsibility for any lapses of their distributor / agent.

Yours faithfully,

<i>Name & address of the manufacturers</i>	<i>Name & address of the authorized distributor / agent</i>
<i>Signature with date, name and designation</i>	<i>Signature with date, name, and designation</i>

Note:

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

2. Original letter may be sent

Handwritten signature and initials in blue ink. The signature appears to be 'A.B.' followed by a stylized signature, and there is a long horizontal line drawn through the signature.

Ds
Noc
Supe
Hosf

ANNEXURE - X

(To be submitted by the successful bidder on a non-judicial stamp paper duly notarized of Rs.1000/-)

Format for Non - Conviction /Blacklisting by any Govt.owned / controlled organization

(To be furnished by the Bidder In case of consortium to be given separately by each member)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The under signed hereby certifies that M/s _____ have not a band one d any work /Convicted/ Blacklisted from the Government of (Insert: Name of State) or any other State Government during last 03 (Three) years prior to the date of this Bid.
3. The under signed deal so here by certifies that M/s _____ have not been debarred /convicted / blacklisted by Government of (Insert: Name of State), or any other State Government or Government of India for any work.
4. The undersigned further certifies that
 - a) Our M/s has not been punished for any offence and
 - b) The M/s. have / has neither been convicted of any offence nor any criminal case(s) is / are pending before any Competent Court.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority, or corporation to furnish pertinent information deemed necessary and requested by Department of Health & Family Welfare, Government of (Insert: Name of state), to verify this statement or regarding competence and general reputation of M/s.....
6. The under signed under stands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department of Health Family Welfare, Government of (Insert: Name of State),

Signed by an Authorized Representation of Bidder.

Title of Bidder:

Name and Address of the Bidder:



Dr. AD Bhatnagar Dr. Bhushan Shah.
Nodal Officer
Super Speciality
Hospital