

Tender Document

For

Hospital Equipment & Furniture

SIGNATURE & STAMP OF TENDERER

TENDER BRIEF

Supply of Medical Equipments & Surgical Items on rate contract and Quantity basis as mentioned in the tender details section from reputed manufacturers / direct importers or subsidiary of original foreign manufacturer are invited online (internet)

INSTRUCTION TO BIDDERS FOR ONLINE TENDER PARTICIPATION

- 1- All tender documents can be downloaded free from the website <https://cmso.nprocure.com>
- 2- All bids should be submitted online from the website <https://cmso.nprocure.com>
- 3- All bids should be digitally signed, for details regarding digital signature certificate and related training involved the below mentioned address should be contacted

(n)Code solutions

A division of GNFC

301, GNFC Infotower, Bodakdev,

Ahmedabad- 380 054 (India)

Tel : +91 79 26857316/17/18

Fax: +91 79 26857321.

www.ncodesolutions.com

- 4- The user can get a copy of instructions to online participation from the website <https://cmso.nprocure.com>
- 5- The suppliers should register on the website through the “New Supplier” link provided at the home page, the registration on the site should not be taken as registration or empanelment or any other form of registration with the tendering authority
- 6- The application for training and issue of digital signature certificates should be made at least 72 hours in advance to the due date and time of tender submission.
- 7- For all queries regarding use of digital signature certificate should be addressed to personnel in M/s (n) Code Solutions.
- 8- For all queries regarding tender specifications and any other clauses included in tender document should be addressed to personnel in tendering office address provided below

CONTACT DETAILS

Director

Central Medical Stores Organisation,

“Aushadh Bhandar Bhavan”

Nr. Stamp Registration Building

“KH” Road, Sector-13/C,

Gandhinagar-382 016.

Tel: 079-232-50770, 67, Fax: 079-23220936

KEY DATES

Duration of Downloading Tender Document (On Line) : 17th November-2008 to 08th December-2008 up to 15.55 Hrs.

Due date and Time of Submission (On Line) : 08th December-2008 - 16.00 Hrs.

Date and Time of Technical bid Opening (On Line): 11th December-2008 - 12.00 hrs.

Envelopes containing the “Technical Supporting Documents”, inclusive of the “Document Fee”, “EMD Fee” to be submitted physically on or before 10th December-2008 – 12.00 Hrs at the below mentioned address

VENUE: <https://cmso.nprocure.com>

Director

Central Medical Stores Organization,

“Aushadh Bhandar Bhavan”, Nr. Stamp Registration Building

“KH” Road, Sector-13/C, Gandhinagar-382 016

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II. General Terms and Conditions

1. The tenderer should invariably submit his tender in three sealed covers separately namely [1] Document Fee, [2] E.M.D. covers [3] Technical Supporting Documents Cover
2. **Document Fee and EMD COVER**
 - a. Payment should be made by DD Only, payable at Gandhinagar at any schedule bank.
 - b. Payment should be made in favor of "Director, Central Medical Stores Organization" Gandhinagar, Gujarat, India.
 - c. Payment made toward document fee will not be refunded
 - d. Non-payment of the document fee will make the tenderer liable for disqualifications.
 - e. Payment made towards EMD will not be refunded unless bid is accepted.
 - f. Non- payment of the EMD will make the tenderer liable for disqualifications.
 - g. Wrong/ Fraudulent data submission may lead to disqualification / debar. Please ensure that you furnish correct data.
3. Those tenderers who are exempted for payment of EMD must enclosed necessary documents like SSI Registration [Gujarat State] alongwith NSIC/DGS&D/CSPO Registration.
4. Those firms registered under small scale industries of Gujarat State and holding subsequent registration with CSPO/NSIC for the item under tender will be eligible for exemption from payment of EMD on submission of attested copies of their SSI & CSPO/NSIC/DGS&D registration certificates in EMD cover. Participants not covered under this category shall have to pay EMD compulsorily as prescribed, failing which the tender will be treated as rejected at the time of opening of Bid in such cases, Technical Bid as well as Commercial Bid will be ignored. Any basic document with regards to EMD will not be acceptable after closing time of tender.
5. **Technical Bid Submission**
 - (a) The envelope should be marked as "Technical Supporting Documents". It should be noted that no physical submission of technical bid and financial bid should be done.
 - (b) If the suppliers fail to submit the supporting documents offline within time limit, the bidder is entitled for immediate disqualification.
 - (c) The bids should be submitted on or before the time stipulated in Tender notice at the website <https://cmso.nprocure.com>
 - (d) The technical supporting documents in physical form may be submitted at the following address:

Directorate of Central Medical Stores Organization
"Aushadh Bhandar Bhavan",
Nr. Stamp Registration Building,
'KH' Road, Sector-13/C, Gandhinagar.
Tel:- 079 232-50770 / 67.
Fax:- 079 23220936
6. **Commercial Bid Submission**
 - (a) The commercial bid submission should be done on the website only <https://cmso.nprocure.com>
 - (b) The bids should be submitted on or before the time stipulated in tender notice at the website <https://cmso.nprocure.com>

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7. No tender will be accepted after prescribed closing time for submission of the same. The delay will not be condoned for any reason whatsoever including postal/transit delay. However, if the last date of submission of tenders is declared as a holiday by the Government, the last date of submission of tenders will be extended to the next working day.
8. The tenderer should read this document very carefully and comply with the instructions / terms / conditions therein. Any tender which does not confirm with the instruction / terms / conditions therein is liable to be rejected without any reference.

TECHNICAL & COMMERCIAL OFFERS IN PARTS I & II

9. (i) No modification should be done by the tenderer in the name of item, and in the specifications / grade / quality / packing of the item given in the enquiry document. In Part-I (Technical Bid) all information asked / required including specification available in offered models should be mentioned clearly. Additional specifications / features if any available in the offered models shall be provided in additional sheet. In Part-II, the rates, with break up shown in the formats provided with the tender documents to be quoted. For **INDIGENOUS ARTICLES** rates to be quoted in prescribed format of Commercial Bid Part-II (A) and for **IMPORTED ARTICLES** rates to be quoted in prescribed format of Commercial Bid Part-II (B). Nothing else should be written or filled in either Part I/II.
- (ii) As per Govt.'s prevailing purchase policy, a order / price preference shall be available to Gujarat based SSI / TINY / COTTAGE Industries registered for quoted items subject to providing required documents like respective registration certificate issued by concerned authority. For this purpose, a guide lines given by the Govt. of Gujarat, Industries and Mines Dept., resolution No.SPO/1095/2636 (97)/CH dated 23/09/1997 amended from time to time will be followed. In such a case the decision of Purchase Committee shall be final and implemented forthwith.
10. The rates should be quoted in Part-II (A or B as applicable) should be F.O.R. delivery with installation per unit basis mentioned in the enquiry document and should be comprehensive incorporating the cost of the instrument / equipment and accessories required as part of the equipment and shown as such in the enquiry document. In case any item is required as an essential accessory for operating the equipment, it must be mentioned clearly in Part-I and its rates must be included in the rates for the equipment in Part-II. If not mention of such essential accessories is made in Part-I or if its rates are not shown in Part-II, it will be presumed that the cost of essential accessories is included in Part-II and no separate payment for the same will be made thereafter under any circumstances. If any accessory is demanded as mandatory in the tender enquiry, under no circumstances it should be shown as an optional accessory and quoted separately. The price of the product offered must include the accessories required for operation of the instrument and no separate payment will be made even if such an accessory is not included in the quotation. Only those accessories which are specifically recommended by the manufacturer of the instrument / equipment should be offered as part of the equipment and under no circumstances a cheaper variety of an accessory not approved / recommended by the manufacturer should be offered.
11. The rates shown in Part-II (Commercial Bid) shall be presumed, in all cases, as the net price inclusive of all duties and sundries. No payment against any duty / delivery charges etc. will be considered under any separate heading under any circumstances. Octroi exemption certificate / C.S.T. / VAT as applicable for, as application will be provided by the consignees, on such request from the tenderer, after the order has been placed by this office subsequent to acceptance of the tender / quotation.

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12. IN NO CASE, RATES SHOULD BE QUOTED IN ANYWHERE EXCEPT ONLINE IN PART-II I.E. COMMERCIAL BID.
13. (i) The detailed required specifications of the equipment to be purchased are shown in Technical Bid. The tenderer should either confirm whether the items offered are conforming to these specifications clearly OR specifications available in offer product should shown against each specification alongwith name of manufacturers, Brand / Model only in the format provided in technical bid. Please note that tenderer should not write 'As per Literature enclosed'. In such a case, offer shall not be considered. Offers with minor deviation in non-critical specification shall be considered subject to overall acceptability of products in terms of its utility.
- (ii) The Tenderer should have to arranged demonstration of equipment offered as and when desired at their expense failing which tender shall liable to be ignored. In case where samples are required to be submitted, it should be kept ready and submitted as and when demanded in duly sealed pack superscribed with details of tender enquiry No, due Date, Name and address of tenderer, make/Model etc. failing which offer shall liable to be rejected.
- (iii) No conditional offer/ quotation will be accepted. Quotations with errors will be, rejected. No variation in the terms and conditions of the tender, including major deviation from standards / specifications / terms of supply will be accepted.
14. The quoted rates will be valid for **six months** from the date of opening of technical bid. Rates once quoted will be final and will not be allowed to be increased during the validity period under any circumstances and for any reason whatsoever.
15. The legible and certified copies of the following **Technical supporting documents MUST be submitted physically.**
- {a} Manufacturing license (P.M.T. SSI No. / Industrial license / I.S.I. Certificate / Factory Inspectors license) / Product permission. {if applicable}/ Registration certificate with C.S.P.O./ S.S.I./K.V.I.C./N.S.I.C./D.G.S.&D {which ever is applicable};
 - {b} Copy of the Partnership deed (if manufacturer) / Memorandum of Articles {whichever is applicable}.
 - {c} I.S.O. certificate along with the declaration of manufacture of the item in the location certified by I.S.O. in the prescribed format {I.S.O. Certificate & Declaration is mandatory if asked in Technical Specification}.
 - {d} Original Product literature / Photograph mentioning all technical specifications & service Manual if the unit price exceeds Rs.10,000/-
 - {e} I.S.I. Certificate (mandatory if asked in Technical Specification);
 - {f} Higher / Lower price certificate;
 - {g} Valid Tax clearance certificate or returns of last 4 quarters;
 - {h} Names & addresses of actual users of the equipment / item quoted;
 - {i} List of essential accessories required to operate the equipment {if any};
 - {j} Chartered Accountant's certificate in original for showing year wise production and sales for quoted product for last three years preceding of opening of technical bid. {Please refer Con. No.15(j) & 17 (iii)}.
 - (k) ALL XEROX COPIES MUST BE SUBMITTED DULY CERTIFIED TRUE COPY / NOTORISED.

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16. The enclosures shown at {c}-(declaration part), and {f} above MUST be in the prescribed format attached in Part-I. If these certificates are submitted but in a format different than that prescribed in Part-I, they are liable to be rejected without further reference. Those shown at {a}, {b}, {c}- {certificate part}, {e}, {g} and {j} above should be in the format prescribed by the authorities competent to issue these certificate.
17. (i) The Tender should be submitted only by manufactures. However, their authorized dealer shall allow delivery of stores. Submission of tender / billing by authorized distributor / dealer will not be considered.
- (ii) (a) If manufacture is not available for imported component (equipment – materials) then the authorized representative or dealer shall be allowed to quote the tender. But such authorized representative or dealer should be a regular supplier of quoted product of that manufacturer for last two years preceding the date of Technical Bid. AND also the authority letter should be submitted by manufacture or its subsidiary company duly filled in prescribed format (As per Page No.20) with tender documents otherwise tender will be ignored.
- (b) In case when the authority letter is submitted by subsidiary company of their foreign manufacturer, the subsidiary company will have to submit affidavit that they are not participating in the tendering process with other institute directly.
- (c) Such subsidiary company will have to produce documents that they are 100% subsidiary company of their foreign manufacture whose items / instrument is quoted.
- (iii) The manufactures quoting items should have experience of manufacturing and selling of quoted products for three year preceding the date of opening of technical bid. For this purpose, they have to submit Chartered Accountant's certificate in original showing year wise production and sales for quoted product for last three years.
- (iv) In case where item is required with ISI Mark, manufacturing and selling experience of product having ISI mark will only be considered. But, in such a case, certified copies of licences to use ISI mark for last one year as well as latest and valid licence are to be submitted with tender. The licence should be valid during the period of rate contract. It will be the sole responsibility of R.C. Holder to ensure that necessary certificate and permission must be valid till the expiry of the Rate Contract.
18. In no case the certificate should be dated earlier than one year {unless otherwise specified} and should be in force and valid on the last date of the submission of the tender / signing of the agreement {as the case may be}. In case, the certificates / licenses / permission are outdated or the validity period is over, the proof of applying for renewal should also be attached. Such certificates will be considered if the renewal has been applied for within the time limit prescribed for the renewal of that permission / license / certificate under the relevant rules and further if such application for renewal is not specifically rejected by the competent authorities. In case any certificate is still awaited from the competent authority, the proof of making the application should also be attached which will be considered if the application is not specifically rejected by the competent authorities.
19. The tenderer must satisfy that they are in possession of the requisite permissions / licenses / permits required for the supply of the items for which the offer is made. FAILURE TO ENTER INTO CONTRACT IF SELECTED OR TO EXECUTE THE PURCHASE ORDERS AFTER ENTERING INTO CONTRACT FOR WANT OF PERMISSION / LICENSE OR DUE TO NON-SYUPPLY OF CERTIFICATES / DOCUMENTS WILL BE VIEWED SERIOUSLY AND WILL INVITE FOREITURE OF E.M.D. / RISK PURCHASE / DISQUALIFICATION FOR APPROPRIATE PERIOD WITHOUT ANY FURTHER REFERENCE.
20. **THE TENDERER HAS TO SUBMIT ALL THE REQUIRED DETAILS / DOCUMENTS AND SAMPLE ETC. WITH THE TENDER. NO COMPLIANCE WILL BE ACCEPTED AND CONSIDERED AFTER DUE DATE I.E. OPENING OF TECHNICAL BID.**

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21. The tenders will be opened online on the date, time specified in tender notice.
- 22.(a) In the first instance, **only "technical bid"** will be opened online on the date of opening the tender and taken into consideration for finalization. Subsequently, **the "commercial bid"** will be opened **online** only of those tenderers whose quotations satisfy the technical requirement of the indenter and are otherwise acceptable. The date of opening of commercial bid will be intimated to the qualified bidder.
- (b) Back out from tender at any interim level during tender processing :-
Once the tenders are submitted it will be the responsibility of the tenderer not to escape halfway directly or indirectly by way of raising any problems.
23. The technical scrutiny of the items will be carried out by a committee of experts nominated by the Director which may also include demonstration / sample testing and the report of the scrutiny committee shall be final and binding upon the tenderer. In case there is a discrepancy in the claim made by the tenderer and the specifications shown in the product literature / circuit diagram / photograph, reliance will be placed on the specifications shown in the product literature / circuit diagram photograph, ignoring the claim of the tenderer. Any change or alteration in the product literature / circuit diagram/ photograph must be authenticated by the manufacturer and an affidavit from the manufacturer for supplying the item as altered or changed should also be submitted failing which such changes / alterations will be ignored.

EARNEST MONEY DEPOSIT

24. All tenders must be accompanied by Earnest Money Deposit as specified in the schedule otherwise tender will be ignored.
25. (a) The E.M.D. is payable by all tenderers except Govt. of Gujarat undertaking / Corporations duly exempted by Govt. of Gujarat and manufacturers belongs to Gujarat State and having valid SSI / TINY / COTTAGE registration alongwith NSIC/CSPO/DGS & D registration for item under tender enquiry. For getting exemption from paying EMD, tenderers have to furnish valid and certified documents alongwith tender. Otherwise tender will be rejected.
- (b) EMD should be paid in form of Demand Draft in favour of Director, CMSO, Gandhinagar drawn on any bank in Gandhinagar OR irrevocable Bank Guarantee issued by schedule Bank. The Demand Draft should be issued by bank only, after date of advertisement of tender enquiry.
Bank Guarantee will be accepted in case where amount of EMD exceeds Rs.5000/- B.G. should be valid up to ONE year from the date of its issuance. E.M.D. in any other forms will not be accepted.
26. **The E.M.D. / Security Deposit shall liable to be forfeited** in the following circumstance when the:
- {a} tender is rejected due to failure to supply the requisite documents in the proper format or giving any misleading statement or submission of false affidavit or fabricated documents.

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- {b} party fails to sign the agreement for entering into contract in case the offer is accepted due to any reason whatsoever;
- {c} party fails to supply the goods / items as per the orders placed by either this organization or by direct demanding officers within the delivery period so stipulated.
- {d} party fails to replace the goods declared to be not of standard quality or not conforming to acceptable standards or found to be decayed / spoiled before the date of expiry or to refund the cost of such goods.

ACCEPTANCE OF TENDER

27. The tender is liable for rejection due to any of the reasons mentioned below:
1. Non-Submission of tender within stipulated time online.
 2. Submission of tender without Priced Tender Form (P.T.F.).
 3. Tender is unsigned OR not initialed on each page or with unauthenticated corrections.
 4. Submission of tender documents in unsealed envelop.
 5. Tender not submitted in separate envelopes as per conditions and the envelopes are not superscribed with details of the tender enquiry and part enclosed.
 6. Non-payment of Earnest Money Deposit {if not exempted.}
 7. Non-submission of required documents as shown in para 15 above.
 8. Conditional and / or vague offers
 9. Unsatisfactory past performance of the tenderer.
 10. Rates have been shown elsewhere than Part-II.
 11. Items with major changes / deviations in the specifications / standard / grade / packing / quality are offered in Part-I. (Please see condition No.13 (i).
 12. Offering a cheaper accessory not approved / recommended by the manufacturer.
 13. Offering an accessory as optional even though it is required to operate the instrument.
 14. Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.
 15. Tenders not filled up properly.
 16. Non-submission of notarized authority letter in prescribed format for imported components.
 17. Non-submission of IEC Certificate for imported items.
 18. Non-submission of C.A. Certificate in case of Indian manufacturer.
 19. Non-submission of CMC Rates in prescribed format (in Commercial Bid).
28. Any conditional discount given by the bidder such as discount applicable on total order value, minimum order value on certain group of items etc. will not be considered for evaluation purpose. However, for ordering purpose, such discount shall be considered.
29. Discount offered after price bid opening shall also be not considered for evaluation. However in a case tenderer happens to be selected bidder (without considering discount) such discount shall be considered while placing the order.
30. The consolidated rates will be taken in to account for preparing price statement. However, the tender which found technically acceptable as well as lowest in terms of evaluated rates only be considered for placing the order but, order will be placed at quoted or mutually agreed price.
31. The Director may seek any clarification / explanation / documentary evidence related to offer at any stage from tenderers if required. However any clarification / explanation or documentary evidence leads to implication on quoted price shall be considered only for placing the order but not for price evaluation.

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32. (i) Director, C.M.S.O. Gandhinagar reserves the right to consider or reject any or all tenders or close the tender enquiry without assigning any reason at any time at any stage.
- (ii) Main / Parallel / Substitute R.C. for procurement of stores will be fixed as per G.R. No.MSP-102004-3342-Z, Dtd.06-11-2003.
33. The Director, C.M.S.O. Gandhinagar does not pledge himself to accept the lowest or any tender and also reserves the right to accept the whole or any part of the tender against any item at his discretion. The tender will be accepted if Director, C.M.S.O., is satisfied about the production, sale, quoted price technical details, utility of products and past performances of tenderer.
34. Successful tenderers have to pay security deposit as specified by the organization in the agreement letter in the form of Treasury Challan Deposit under revenue deposit / Demand Draft in the name of **Director, Central Medical Stores Organization, Gandhinagar** drawn on any bank in Gandhinagar / irrevocable bank guarantee valid for a period not less than 18/24 months required at the time of entering into agreement for the performance of the contract and same to be extended by contractor as and when desired by organization. Failure to pay security deposit and to execute the agreement within stipulated period shall invite disqualification of the tenderer for future quotations apart from forfeiture of E.M.D. and being liable for penalty as deemed fit by Director in relation to the tender under process. Security deposit is payable by all the parties except by the undertakings and corporations of the government of Gujarat which are exempted by Government. The security deposits submitted in connection with the earlier contracts and which are locked with those contracts and which have not been released till date will not be considered and fresh security deposit separately for each item, must be submitted in such cases. The security deposit shall be refunded only after satisfactory execution of the contract and recovery of dues, if any.
35. Successful tenderers have to enter into agreement for due performance of the contract. The agreement form sent by this Office should be stamped with the adhesive stamp for the requisite amount, and signed before any Gazetted Officer of this Office or before a I Class Magistrate or Justice of peace or Notary Public.
36. **The Accepted Tender (A.T.) holder / Rate Contract (R.C.) holder should supply the, equipments / items in fresh and sound condition meeting with the specification and packing approved by the Director. Refurbished or second-hand equipment / stores will not be allowed under any circumstances. If such case is noticed, than the store will be rejected outrightly and penal action will be taken against the A.T./R.C. holder. All supply orders issued by the indenting officers on or before the last date of the currency of the R.C. will have to be accepted by the R.C. holder and the delivery for all such orders will have to be effected as per the schedule specified in the order, even though the date of actual supply may fall beyond the last date of the R.C.**

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TERMS OF SUPPLY:

37. The packing and the labels of all the items to be supplied under the order shall be marked with the words 'FOR THE USE OF GOVT. OF GUJARAT – NOT FOR SALE'. If the items are packed in packets which are then placed or repacked within a box / carton / bottle / foil, these words shall be printed/marked on both the internal / external packs and labels. The retail price must not be printed or shown anywhere, either on external or internal pack / box / carton / foil.
38. The A.T./R.C. holder should have to supply the material in the Original Company's packing which shall indicate packing details and other particulars as required under the statutory provisions. Inner and outer packing of boxes / cartons should be of standard design as prescribed by the Director from time to time. The final packing of cartons of corrugated boxes shall be complying with ISS 9313 : 1979 of November, 1980. Corrugated boxes having double wall 5 ply with maximum combined length 1275 mm or triple wall 7 ply with maximum combined length 1275 mm or triple wall 7 ply with maximum combined length 1525 mm shall contain maximum gross contents 15 kg. & 20 kg. respectively. A packing slip of 10" x 8" shall indicate clearly and legibly the name of the product, batch number, quantity, date of manufacture, date of expiry gross & net weight, and consignee's name & address and other particulars as required.
39. In the event of breakages or loss of stores during transit against requisition order the said quantity will have to be replaced by the A.T. / R.C. holder. The purchaser will not pay separately for transit insurance and the supplier will be responsible for the stores as soon as possible, but not later than 15 days from the date of arrival of stores at destinations notify the A.T. / R.C. holder of any loss or damages to the stores that might / should have occurred during the transit.
40. **Inspection:** Inspection shall normally be carried out in the premises of the consignee. If goods are offered for inspection in the factory premises all expenditure shall be borne by the A.T. / R.C. holder. The entire store ordered shall have to be offered for inspection in open condition if required and the same shall be repacked in presence of inspecting team. All packing should be sealed and signed by inspecting authority and sent to the consignee without any extra cost within three days from the date of receipt of inspection note. Inspection charges, including the expenses for the experts, will be payable by the party as prescribed in the letter of agreement and as determined by the Purchase Committee from time to time.
41. No guarantee can be given as to the minimum quantity which will be drawn against the Rate Contract but the contractor will supply such quantities as may be ordered by Direct Demanding Officers or by this organization during the currency of the contract, from time to time.
42. **Delivery Period:** (i) **For Items quoted in Indian Rupees** : The maximum delivery period will be six weeks from the date of receipt of the A.T. in case of ordinary purchases and two weeks in case of the emergency purchase. (ii) **For Items not quoted in Indian Rupees** : The maximum delivery period will be nine weeks from the date of receipt of final Letter of Credit by you or your principal in case of ordinary purchases and two weeks in case of the emergency purchase.

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The installation of equipment is to also to be completed within 30 days of delivery. If the tenderer fails to supply the goods specified in the A.T. and/ or installation within the stipulated period, an amount equivalent to ½ % {subject to maximum of 10%} of the value of the stores not supplied/installed within the stipulated period per week shall be recovered as liquidated damages unless the penalty is waived by the Director. Such recovery of the liquidated damages will not stop the Director from carrying out risk purchase described elsewhere and the amount recovered will be in addition to the difference of the risk purchase

43. The bills / invoices are required to be submitted by tenderers specifying the following details in the appropriate place of the invoices:
- No. and date of bills or invoice.
 - No. and date of A.T. / R.C.
 - No. and date of order.
 - Name and specification of item.
 - Name of manufacturer & Model / Make / Brand
 - Quantity; and
 - Total cost.
44. The A.T. / R.C. holder shall not charge VAT / C.S.T. if they have been exempted by concerned authority. Further they cannot charge excess amount of C.S.T. what applicable. An amount of Sales Tax as applicable to be shown separately in the bill/invoice raised. Further, an amount of Sales Tax so collected should be remitted to the Govt. within prescribed time limit, otherwise strict action will be taken against defaulters.
45. The A.T. / R.C. holder will not charge any Octroi and he should obtain Octroi exemption certificate from the indenter / consignee.
46. **Payment Terms:** {A} The payment shall be made to the A.T. / R.C. holder as under:
- {I} For goods requiring installation:**
- {a} 75% of the invoice amount will be paid within 30 days of the receipt of the goods conforming to the required specifications and the balance 25% within 30 days of satisfactory trial and installation of the goods at the destination; or alternatively.
 - {b} 100% of the invoice amount will be paid within 30 days of the satisfactory trial and installation of the goods at the destination.
 - {c} 100% of the invoice amount will be paid within 60 days of the delivery in good condition if the item requires installation but the installation cannot be carried out due to the reasons not associated with the tenderer.
 - {d} In case where payment through letter of credit is considered by the purchasing authority, letter of credit shall be opened subject to 75% amount shall be released by bank on confirmation of despatch of goods by foreign supplier and rest of amount shall be released by bank on receipt of such advice from consignee.
- {II} For goods not requiring installation.**
- {a} 100% of the invoice amount will be paid within 30 days of the delivery of the goods at the destination in good condition.

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- {b} No interest will be chargeable by the A.T. / R.C. holder, if the payment is delayed.
47. The payment of the bill shall be made after deducting Government dues, if any.
48. The payment of the bills shall be withheld in the following circumstances:
- a) The goods are found sub-standard or in non-acceptable condition.
 - b) Breach of condition of any contract by the A.T. / R.C. holder.
 - c) Previous Government dues of A.T. / R.C. holder.
49. The price escalation clause will not be allowed under any circumstances except statutory taxes / duties imposed / withdrawn / Increased / decreased on quoted items by the State or Central Govt. during the period between opening of technical bid and stipulated date of delivery. The statutory price variation will not be allowed in the cases where:
- {i} Stores offered on ex-stock basis.
 - {ii} Store to be purchased on emergency basis.
 - {iii} Statutory variation not communicated in time its announcement by the contractor
 - {iv} Price break up and prevailing rate as well as amount of taxes / duties not clearly mentioned in Commercial Bid.
 - {v} Duties / Taxes applicable due to mere crossing the limit of production / sales.
 - {vi} Duties / Taxes imposed / increased by the Govt. after stipulated delivery period shown in the contract.

RISK PURCHASE

50. The risk purchase of the items ordered at the cost and risk of the party will be carried out when the party fails to:
- {a} sign the agreement for entering into contract due to any reason whatsoever in case the offer is accepted.
 - {b} supply the goods / items as per the orders placed by either this organization or by direct demanding officers within the delivery period stipulated above;
 - {c} party fails to replace the goods declared to be not of standard quality or not conforming to acceptable standards or found to be decayed / infected / spoilt before the date of expiry or to refund the cost of such goods.
- Provided however that in cases of {b} and {c} above, the risk purchase will be limited to the quantity so specified therein.
51. The Risk Purchase will be done at anytime after the delivery period is over.
- {a} The Risk Purchase will be done from Main / Parallel or Substitute R.C. holder for undelivered quantity of the Stores & the Contractor shall be penalized to the extend of 10% or difference whichever is higher.
 - {b} When both parallel & substitute A.T. / R.C. are not available, from the next higher acceptable offer in the respective tender;
Provided that if the risk purchase cannot be carried out on the basis of either of {a}, {b} above, then it will be carried out from the market after following the prescribed procedure.

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52. Any monetary claim arising due to any of the terms and conditions of the tender / supply, including the difference arising due to risk purchase, will be recovered in the following manner:
- {a} From any pending bills of the party;
 - {b} From any E.M.D./ Security Deposits of the party;
 - {c} If amounts at {a} & {b} above are not sufficient to meet the demand of risk purchase amount as "LAND REVENUE DUES".
53. **Standard Breach Clause:** The Director shall, in addition to his powers under other clauses to terminate the contract, have powers to terminate his liability there under of the time by giving one month's (or such shorter period as may be mutually agreed) notice in writing to A.T. / R.C. holder of his desire to do so and upon expiry of the notice, the contract shall be terminated without prejudice to the right accrued to the date of the termination. However, if the Government decided to put an end to the business relations on breach of any conditions of the contract no such notice shall be necessary and on event of Government decided to put an end to the business relations on breach of any conditions of the contract no such notice shall be necessary and on event of Government deciding to terminate the business, and the A.T. / R.C. shall stand terminated with immediate affect.
54. (i) **Warranty Clause:** The A.T/ R.C holder Shall be subjected to the following warranty clause that the goods/stores/articles sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in with the specifications and particulars contained / mentioned in the acceptance of tender notwithstanding the fact that the purchaser may have inspected and / or approved the said goods / stores / articles a priori and shall operate and function as specified for a period not less than 12 months from the date of installation. The decision of the purchaser in that behalf will be final and conclusive and he will be entitled to reject the said goods / stores / articles or such portion there as may be discovered not to confirm to the said description and quality. On such rejections the goods / stores / articles will be at the seller's risk and all the provisions here in contained relating rejection of goods etc. shall apply. The contractor / seller shall if, so called upon to do replace within a period of month of such further period as may be extended from time to time by the purchaser in its discretion on an application made thereof by the contractor / seller the goods / stores / articles or such portion thereof is its rejected in by the purchaser and it such on even above mentioned warranty period shall be pay to purchaser such damages as may arise by reasons for the breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.
- (ii) Tenderers will have to provide four free services for maintenance during the warranty period. In addition to provide services, supplier has to attend the complaint, if any, for any defects, within 48 hours including replacement of any defective part, failing which liquidated damages, as decided shall be recovered and similarly, period of break down of equipment shall be excluded from the warranty period. In such a case period of warranty shall be extended accordingly. After completion of warranty period, if the Director C.M.S.O. or consignees desires, supplier will have to enter into a comprehensive maintenance contract for 5 years at the rate per annum not exceeding 10% of the total contract would include free replacement of any part / component, if required, during the period of the

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- contract. The maintenance contract of the above shall be made operative from any time during the first five years from the date of contract. Any offer for service contract contrary to this condition will not be accepted. Tenderers will also have to guarantee regular and timely supply of all the spare parts required for the normal working of the item at a cost not exceeding the cost of such a part charged to any other Government organization.
55. Tenderer are required to impart training to operate equipment at the place of installation within seven days of its installation.
56. **Sample Testing:** Sample of the material shall be collected by an officer empowered by the Director in the manner approved by the Director, and will be sent for testing to an approved laboratory / institution. In case where the order is placed by Director Demanding Officer, the samples will be collected an officer empowered by him and will be sent for testing. Testing fee will be recovered from the A.T. / R.C. holder. The decision of the testing authority will be conclusive and final and binding the A.T./ R.C. holder. **In all supplies 1% of the supply value shall be deducted towards handling & testing charges from the invoice.**
57. **Replacement Clause:** If any stores supplied against the A.T. / R.C. are found to be of not of standard quality on inspection and / or analysis by the competent authority, the contractor shall be liable to replace the entire quantity of the relevant order within the period as applicable under clause 39 supra or make full payment of the entire consignment against the particular invoice, irrespective of the fact that part or full quantity of the store supplied, may have been consumed. The decision of the Director taken on the basis of the report of the competent laboratory regarding goods not of standard quality will be final and binding. The stock of any item which has been declared not of standard quality shall be withdrawn from all the indenters and will not be returned to the contractor but will be destroyed by the organization and the contractor shall have no claim over such stores. If the replacement or payment as specified is not made by the contractor, the procedure for risk purchase as shown above will be initiated without any further reference or intimation to the contractor, however, the Director may ask for supply of 20% of the original consignment to meet any exigency of the situation. Neither Claim for relaxation of replacement for return of goods declared to be not of standard quality nor any request for acceptance of the replacement goods delayed after the delivery period, due to any reason whatsoever, will be entertained.
58. In case of the rate contract, the period of the rate contract shall be approximately one year from the date of its issuance. However, the Director reserves the right to terminate the contract by giving one moth notice at any time at any stage and without assigning any reason.
59. In case of the rate contract, the Director may extend the rate contract subject to the same terms of conditions, if found necessary to do so for a period not exceeding six months to which the contractor will have to abide. However, the extension for a period more than six months can be granted on mutual agreement by both parties. In case of the quantity purchase, the Director, if found expedient, may place within prescribed period from the date of A.T. a repeat order for the quantity not exceeding the quantity specified in the A.T. on the same terms and conditions as per the A.T. which the contractor will have to supply. However, the repeat order for the quantity more than the quantity of the original A.T. or after a prescribed period from the date of A.T. can be placed on mutual agreement by both parties and subject to approval of concerned authority.
60. The A.T. / R.C. can also be terminated by the Director in the following circumstances:
- 1) If the firm is debarred or disqualified or ceases to exist or convicted of any offence.
 - 2) If the quality of the item to be supplied is found not upto the standard and multiple samples are found to be not of standard quality.
 - 3) If supply position of the firm is not satisfactory

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P A R T –I: GENERAL

61. Whenever under this contract any sum of money is recoverable from the contractor & payable by the contractor to the Director of Central Medical Stores Organization, Gandhinagar, or an officer empowered by him shall be entitled to recover such sum by appropriating in part of whole the Security Deposit paid by the Contractor, if a security being insufficient or if no security has been taken from contractor, then the balance of the total sum recoverable as the case may be deducted from the sum due to the contractor under this or any other contract (with the Director of Central Medical Store Organization, Gandhinagar) and remaining balance due will be recovered as arrears of "LAND REVENUE DUES".
62. **FOR IMPORTED ITEM:-** After completion of warranty period, if the Director, C.M.S.O. or Consignees desires, supplier will have to enter into a comprehensive maintenance contract for 3 years in the case of equipment costing up to Rs.25 lakhs per item **OR** 5 years in the case of equipment costing of above 25 lakhs per item at the rate per annum not exceeding 10% of the total purchase value of the contract and the same would include free replacement of any part / component, if required, during the period of the contract. The maintenance contract of the above shall be made operative from any time during the first five years from the date of contract. Any offer for service contract contrary to this condition will not be accepted. Tenderers will also have to guarantee regular and timely supply of all the spare parts required for the normal working of the item at a cost not exceeding the cost of such a part charged to any other Government organization.
63. For any clarification on any of the above conditions, tenderers may contact the Director / Deputy Director / Assistant Director (Instrument) during 3 – 4 p.m. on any working day.
64. The jurisdiction of any dispute will be Gandhinagar or Ahmedabad.
65. **WARRANTY FOR 1 YEAR & CMC PRICE {NOT MORE THAN 10% COST OF THE EQUIPMENT, OTHERWISE OFFER WILL BE OUT RIGHTLY REJECTED} FOR NEXT 4 YEARS, WHICH SHOULD INCLUDE COST OF LABOUR & SPARES FOR ENTIRE EQUIPMENT. THE CMC COST WILL BE TAKEN INTO CONSIDERATION FOR PRICE COMPARISON. THE CMC PRICE SHOULD BY FILLED IN COMMERCIAL BID ONLY.**

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[INST] [PART-I]

VERIFICATION, UNDERTAKING, CHECK LIST & DOCUMENTS

From: M/s. _____ No.: _____

To: The Director,
Central Medical Stores Organization,
“Aushdh Bhandar Bhavan”,
Nr. Stamp & Registration Building,
“KH” – Road, Sector-13/C,
Gandhinagar 382 013.

Sub: Supply of Instruments / Equipments / Miscellaneous Items, etc.

Ref: Tender Enquiry # _____

Sir,

I/We enclose the priced tender form duly signed. Necessary documents as shown in Annexure “A” are enclosed herewith (in order in which they are mentioned). The rates quoted against each item are inclusive of excise duties and other charges. I/We have carefully read and understood the terms and the conditions stated in the tenders form and I/We shall abide by all these conditions. I/We further endorse that in particular, the terms and conditions of Delivery Period, Payment Terms, Place of Delivery, etc. are acceptable to me/us and no representation will be made by me/us afterwards for altering the same. I/We further undertake to supply the goods to the consignees as per the terms of the A.T. / R.C.

I/We verify that the copies of the certificates / documents attached herewith are authentic true copies of the original certificates / documents for verification on demand. I/We undertake to supply the attested copies of certificates / documents required at the time of signing the letter of agreement if my/our offer is accepted.

I/We verify that I/We are in possession of the requisite licenses / permits required for the manufacture / supply / sale / distribution of the items and further verify that the said licenses / permits have not been revoked / cancelled by the issuing authorities and are valid as on date. I/We also verify that I/We have not been declared defaulter, blacklisted or debarred by any state or Central Government or Constitutional authority or Financial institution or Judicial Court or any Government undertakings.

I/We also take cognizance of the fact that providing misleading or questionable information or failure to furnish correct or true information to you or any other Direct Demand Officer or failure to comply with any contractual requirement laid down by you / them will be considered as a serious breach of the terms and conditions of the tender and will invite disqualification and other penal action as deemed fit by the Government / Purchase Committee, C.M.S.O.

Thanking you,

Yours faithfully

Date: _____

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[INST] [PART-I]

ANNEXURE “A”: SCHEDULE OF DOCUMENTS ATTACHED TO T.E. # _____

#	Document / Certificate	Attached	Yours page No.
1.	C.A. Certificate for the manufacturing showing year wise production sell of the quoted item for 3 years for Indian manufacturers only. {Pl. see condition No.15 (j) & 17(iii)}	Yes / No	
2.	Manufacturing License / Product Permission / Registration Certificate with C.S.P.O./ C.M.S.O. / S.S.I./ K.V.I.C./N.S.I.C./ D.G.S.& D.	Yes / No	
3.	List of Installations / Users / Customers	Yes / No	
4.	Higher / Lower Price Certificate	Yes / No	
5.	S.T. Clearance Certificate & Returns	Yes / No	
6.	E.M.D.	Yes / No	
7.	Confirmation of Delivery Period	Yes / No	
8.	Letter of Authority of Foreign Principal OR its subsidiary company with copy of agreement (In case of Foreign articles) (MUST BE NOTARIZED)	Yes/ No	
9.	IEC Certificate for imported items.	Yes/ No	
10.	Whether Page Number is Given On Each Page of Tender?	Yes / No	
11.	Partnership deed / Memorandum of article / Registration of firm etc.	Yes / No	
12.	Document of 100% Subsidiary Company.	Yes / No	
13.	Affidavit by Subsidiary Company. {Pl. see condition No.17 (ii)(b)}	Yes / No	
14.	Confirmation of Place of Delivery	Yes / No	
15.	Confirmation of Payment.	Yes / No	
16.	A.E.R.B. Certificate {if applicable}	Yes / No / Not Applicable	
17.	I.S.O. Certificate (mandatory if asked in Technical Specification).	Yes / No / Not Applicable	
18.	I.S.I. Certificate (mandatory if asked in Technical Specification).	Yes / No / Not Applicable	
19.	Original Product Literature / Photograph	Yes / No / Not Applicable	
20.	Warranty.	1 Year / 2 Years	
21.	Copy of valid import license for imported items.	Yes / No. / Not Applicable	

It is verified that all the certificates / permissions / documents are valid and current as on date and have not been withdrawn / cancelled by the issuing authority. It is further verified that the certificates at 17 (Declaration Part) and 4 are as per the format prescribed by the C.M.S.O. and it is clearly and distinctly understood by me / us that the tender is liable to be rejected if on scrutiny and of these certificates is found to be not as per the prescribed format of C.M.S.O.

I/We further undertake to produce on demand the original certificate / permission / document for verification at any stage during the processing of the tender.

Date:

Place :

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[INST] [PART-I]

ANNEXURE "B"

Bidding Schedules

<i>Document Fee</i>		
Furnish the Payment Details of Tender Document		
Sr. No	Description	Supplier Response
1.	Amount (Rs.)	
2.	Bank Name	
3.	DD No.	
4.	Branch Name	
5.	If Exempted, fill details of exemption	
<ul style="list-style-type: none">• Payment made toward document fee will not be refunded• Non payment of the document fee will be make the supplier liable for disqualifications• Wrong/ Fraudulent data submission may lead to disqualification, please ensure that you furnish correct data		

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<i>EMD</i>		
Furnish the Payment Details of EMD		
Sr. No	Description	Supplier Response
1.	Amount (Rs.)	
2.	Bank Name	
3.	DD No.	
4.	Branch Name	
5.	If Exempted, fill details of exemption	
<ul style="list-style-type: none"> ▪ Payment should be made by DD/BG , DD should be payable at Gandhinagar at any schedule bank. ▪ Payment should be made in favor of "Director, Central Medical Stores Organisation" Gandhinagar, Gujarat, India. ▪ Payment made towards EMD will not be refunded unless bid is accepted. ▪ Non Payment of the EMD or insufficient amount of EMD will be make the supplier liable for disqualifications. ▪ Wrong/Fraudulent date submission may lead to disqualification, please ensure that you furnish correct data. 		

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[Inst][Part-I]

DECLARATION OF OWNERSHIP

1. I/We certify that the tenderer is sole proprietorship / partnership firm / private limited company / public limited company of which the registered office is located in _____ in the state of _____

2. The name, designation and address of the authorized signatory who is authorized to negotiate / sign / execute on behalf of the tenderer is as under:

Name _____ Designation: _____

Address: _____

e Mail: _____ Telephone : (O) _____ (R) _____

Fax : _____ (Mobile) _____

3. The name, address and telephone numbers of the sole proprietor / all the partners / all the directors of the tenderer are as under;

#	Name	Address	Telephone®	Fax	e Mail
			(O) (R) (M)		

Date: _____

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[Inst][Part-I]

DECLARATION OF I.S.O. MARKED GOODS

I/We _____ hereby certify that:

{1} The following items which form part of Tender Enquiry # _____ are manufactured by us at _____ plant/s which has been awarded ISO _____*certificate vide # _____ Dt. _____:

{2} The following items which form part of Tender Enquiry # _____ above are manufactured by us / licenses at _____ plant/s which has not been awarded any ISO certificate:

Date:

* Mention the category of I.S.O. certificate {i.e. 9000 / 14000, etc.}

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[Inst][Part-I]

HIGHER PRICE / LOWER PRICE CERTIFICATE

1. I/We _____ hereby certify that the prices quoted by us in Tender Enquiry # _____ are not higher than the prices:
{a} Charged by us to wholesalers or for institutional supplies;

2. I/We further certify that I/We have not supplied or quoted for any item in Tender Enquiry # _____ 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 item in Tender Enquiry # _____ at prices lower than those quoted for the relevant items to any Government / Semi Government / Public / Charitable Trust Organization / Institution within the period of validity of the offer / rate 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 due to breach of any of the above paras and I/We also understand that the decision of the Director with regards to the determination of quantum payable shall be final.

Date:

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[INST] [PART-II]-[A]

COMMERCIAL BID FOR INDIGENOUS ARTICLES

T.E. NO. CMSO/INST/F. _____ **Due date:** _____

ITEM: _____

Name of Manufacturer: _____

Brand: _____ **Model:** _____

Sr. No.	Details		Price in Rupees (Per Unit)
A.	(i)	Ex-factory price Main equipment with standard accessories.	
	(ii)	Optional Items	
	(a)		
	(b)		
	(c)		
B.	Total Ex Factory prices (i) + (ii)		
C.	Excise and other duties (if applicable) @ _____ %.		
D.	Packing Forwarding, Insurance, Transport charges from factory to place of Consignees, Installation.		
E.	Total price excluding VAT (B + C + D)		
F.	VAT / C.S.T.		
	(i)	VAT @ _____ % OR	
	(ii)	C.S.T. @ _____ %	
G.	Service Tax @ _____%. (if applicable)		
H	Total F.O.R.D. price.		
I.	Total Price in words Rs.		

Note:-

- (1) Price must be quoted in above format with breakup. Quoting of consolidated price without breakup will not be considered.
- (2) Optional item shown in Technical Bid should be quoted separately.
- (3) All terms and conditions of supply shall be applicable as per tender terms. Any terms and condition enclosed with Commercial Bid shall be ignored or in such a case offer is liable to be rejected.

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[INST] [PART-II]-[B]

COMMERICAL BID FOR IMPORTED ARTICLES

T.E. NO.CMSO/INST/F. _____ Due date: _____

ITEM: _____

Name of Manufacturer _____ Brand: _____

Model: _____

Sr. No.	Details	Price in Foreign currency per unit.		Price in Indian currency per unit.
A.	C.I.F. Port Price			
	(i) ◆ Main Equipment with standard accessories shown in tender documents.			
	(ii) ◆ Optional Items:			
	(a)			
	(b)			
	(c)			
B.	Total C.I.F. Prices (A + B)			
		Price in Indian currency per unit.		
C. *	Custom Duty / CVD etc. @ _____%.			
D. *	Transport charges from port to place of Consignees, Transit Insurance within India, Installation Charges.			
E. *	Bank/Custom Clearance charges			
F.	Service Tax @ _%. (if applicable)			
G.	Total F.O.R.D. Price B + C + D + E.	<u>C.I.F. Price in Foreign currency</u>	<u>C + D + E in Indian currency</u>	
H.	Total Price in Words.			

Note:

- (1) Price must be quoted in above format with breakup. Quoting of consolidated price without breakup will not be considered.
- (2) Optional item shown in Technical Bid should be quoted separately.
- (3) If the rates are quoted in foreign currency, local agency commission will not be allowed for local agents / dealer.
- (4) If required, custom exemption certificate shall be provided by consignees if it is allowed under relevant act and issued by authority concerned.
- (5) All terms and conditions of supply shall be applicable as per tender terms. Any terms and condition enclosed with Commercial Bid shall be ignored or in such a case offer is liable to be rejected.
- (6)◆ THE RATES OF THE MAIN EQUIPMENT WITH ACCESSORIES AND OPTIONAL ITEMS SHOULD BE QUOTED IN FOREIGN CURRENCY ONLY.**
- (7)* THE RATES OF CUSTOM DUTY / C.V.D., TRANSPORT CHARGES FROM PORT TO PLACE OF CONSIGNEES, TRANSIT INSURANCE WITHIN INDIA, INSTALLATION CHARGES, BANK / CUSTOM CLEARANCE CHARGES SHOULD BE QUOTED IN INDIAN CURRENCY ONLY.**
- (8) For R.C. item: Rates should be quoted in Indian Currency even though the item is imported.**

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[INST] [PART-II]-[B]

COMMERICAL BID FOR COMPREHENSIVE MAINTENANCE CONTRACT

T.E. NO.CMSO/INST/F. _____ Due date: _____

ITEM: _____

Name of Manufacturer _____ Brand: _____

Model: _____

Years	C.M.C. Rates (Rs.)	Applicable Taxes (%)	Applicable Taxes (Rs.)	Total Rate (Rs.)
1 st Yr.				
2 nd Yr.				
3 rd Yr.				
4 th Yr.				
Total Rs.				
(Total Rupees In words _____)				

Note :-

- (1) QUOTED CMC PRICE NOT MORE THAN 10% COST OF THE EQUIPMENT, OTHERWISE OFFER WILL BE OUT RIGHTLY REJECTED.
- (2) Price must be quoted in above format with breakup. Quoting of consolidated price without breakup will not be considered.
- (3) All terms and conditions of supply shall be applicable as per tender terms. Any terms and condition enclosed with Commercial Bid shall be ignored or in such a case offer is liable to be rejected.
- (4) The Rates of CMC should be quoted in Indian Rupees only.

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[INST] [PART-I]

(FORMAT OF AUTHORIZATION LETTER FOR IMPORTED EQUIPMENTS FOR AUTHORIZED DISTRIBUTOR) {IN ORIGINAL}

I / We _____, hereby declare that....

1. M/s. _____ is our authorized distributor for our products / **products of our foreign manufacture** in Gujarat from date _____ and they are authorized to quote and follow up on our behalf and the said agreement is valid in force as on date;
2. I/We undertake to supply the drugs / items for which the quotations are submitted by M/s. _____ on our behalf in respect of Tender Enquiry # _____: and
3. I / We have read all the terms and conditions of the tender enquiry and the same are irrevocably binding upon us till the expiry of the contract signed & executed on our behalf;
4. I/We shall notify the Director, C.M.S.O. immediately if there is any change in the agreement between M/s. _____ and me/us regarding authorized distributorship of our products and further undertake to supply the items quoted by the distributor on my / our behalf at the quoted in the tender enquiry in case of such a change of agreement.
5. This authority is applicable only for Tender Enquiry # _____.

Date:-

SIGNATURE & STAMP OF TENDERER