



Office of the CDM&PHO-cum-District Mission Director, Cuttack



Advt. No: 9747

**SHORT TENDER CALL NOTICE**

Date: 11/8/19

Sealed tender are invited from manufacturer/authorized distributors/importer for supply of SUPPLY OF DRUGS AND CONSUMABLE FOR NPCB & VI under CDM&PHO Cuttack. The details of term and conditions of tender are available at the official website [www.cuttack.nic.in](http://www.cuttack.nic.in) the bidders have to download the tender paper from website to participate in the tender. The cost of tender paper Rs. 1500/- will be paid in shape of bank draft made in favour of CHIEF DISTRICT MEDICAL OFFICER CUTTACK, from any Nationalised / Scheduled Bank payable at CUTTACK with technical bid. The tenders will be received through Regd. Post / Speed Post only.

Available of tender paper 05/08/2019 to 19/08/2019

Sd/-

**Chief District Medical &PHO  
Cum-DMD,Cuttack**

11.8.19  
**Chief District Medical & PHO  
Cum-District Mission Director, Cuttack**

**CHIEF DISTRICT MEDICAL & PHO, CUTTACK**  
**DISTRICT HEAD QUARTER HOSPITAL**  
**CUTTACK**

*Tel / Fax : 0671-2310007*  
*e-mail : cdmocuttack@gmail.com*

Tender Reference No.- 9747 /DBCS/CDM&PHO/2019-20  
**“TENDER FOR SUPPLY OF DRUGS AND  
CONSUMABLES  
FOR NPCB & VI, CUTTACK”**  
***(RATE CONTRACT TENDER)***

**CHIEF DISTRICT MEDICAL & PHO**  
**DISTRICT HEAD QUARTER HOSPITAL**  
**CUTTACK**

# SECTION -I

## NOTICE INVITING TENDER

Tender Reference No.9747

Dated: 01/08/2019

TENDERS ARE INVITED FROM ELIGIBLE BIDDERS AS PER THE ELIGIBILITY CRITERIA FOR SUPPLY OF HOSPITAL DRUGS & CONSUMABLE UNDER NPCB.

1	Period of Availability of Tender Document	From <b>05/08/2019 to 19/08/2019</b> (Downloadable from website: <a href="http://www.cuttack.nic.in">www.cuttack.nic.in</a> ) In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the above mentioned website before last date of submission of tender document and the tender inviting authority shall have no responsibility for any delay / omission on part of the bidder.
2	Last date & time for submission of Tender	<b>Date: 19/08/2019, Time: 03.00 PM</b> <b>Address of Submission of Bid:</b> The Chief District Medical Officer, O/o CDM&PHO, CUTTACK <i>(Through Regd. Post / Speed Post / courier)</i>
3	Date, time and place of opening of Tender	a) <b>Technical Bid (Cover A) opening: 19/08/2019, 03.30PM at the address mentioned above.</b> b) <b>Financial Bid (Cover B):</b> <i>The date of opening of financial bid will be intimated to the firms found successful in the technical bid evaluation.</i> <i>( Venue is mentioned at the address mentioned above)</i> <i>(Bidders / authorized representative may remain present at the time of opening of bid)</i>

**Sd/-**  
**Chief District Medical & PHO**  
**Cuttack**

## SECTION -II

### IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1.	Mode of Procurement	<b>This is a Rate contract Tender, the rate of which will be valid for a period of one year from the date of finalization of rate contract. However, the approx. quantity requirement is mentioned in the Schedule of Requirement – Section IV. Office of the Chief District Medical Officer, CUTTACK shall invite tender centrally, evaluate the same and finalize the supplier &amp; the rate. The purchase order shall be placed by the Chief District Medical Officer as per the requirement.</b>						
2.	Purchaser	Chief District Medical &PHO,CUTTACK						
3.	Consignee	District Headquarter Hospital, CUTTACK						
4.	Delivery Period	Within <b>15 days</b> from issue of the purchase order at the consignee point.						
5.	Mode of Delivery	By Air / Road / Rail						
6.	Guarantee / Warranty /CMC	<b>Comprehensive warranty</b> including all spares, maintenance etc. for a period <b>2(Two) years</b> from the date of installation & commissioning.						
7.	Tender Document Cost	<b>Rs. 1500/-</b> . The tender document cost is to be submitted in the shape of bank draft in favour of CHIEF DISTRICT MEDICAL OFFICER CUTTACK, from any Nationalised / Scheduled Bank payable at CUTTACK.						
8.	Earnest Money Deposit (EMD)	<table border="1" style="width: 100%;"><thead><tr><th>Sl.</th><th>Particulars</th><th>EMD (Rs.)</th></tr></thead><tbody><tr><td>1</td><td>Medicine and consumable</td><td>45,000</td></tr></tbody></table> <p><i>Note: The bidder may quote for any or all the item by submitting the required EMD for that item.</i></p> <p>The Earnest Money Deposit will be paid in the shape of <b>demand Draft only</b> in favour of <b>Chief District Medical Officer, Cuttack</b>, from any Nationalised / Scheduled Bank <b>payable at CUTTACK</b>.</p>	Sl.	Particulars	EMD (Rs.)	1	Medicine and consumable	45,000
Sl.	Particulars	EMD (Rs.)						
1	Medicine and consumable	45,000						

## Terms & conditions

- 1.0. Purchase of Tender document: Tender document obtained by downloading from the website [www.cuttack.nic.in](http://www.cuttack.nic.in)
- 1.1. The bidders downloading the tender document & required to submit the tender fee through Demand Draft along with their tender bid, failing which the tender bid shall be not be considered for qualifying in technical bid.
- 1.2. the bidders should furnish the Tender Fees Rs. 1500/- (Non Refundable) will be paid in shape of Bank Draft from any Nationalized Bank in favour of the **Chief District Medical Officer, Cuttack**, payable at **Cuttack**
- 1.3. The Bids are to be submitted under Two-Part Bid System. Both the bids should be submitted in separate sealed covers duly super scribed as TECHNICAL BID and PRICE BID in respective and both the bids should be put into a third cover which should super scribed as , “TENDER FOR SUPPLY OF DRUGS AND CONSUMABLE FOR NPCB & VI \* , **Cuttack**” ( as the case may be ) and should mention **Tender Ref. No.**, failing which it will be treated as non-responsive. The tender should reach to the signed on or before Date: **19/08/2019** at 3.00PM through postal (speed post/registered post) service only in the address **District Blindness Control Society, C/o: Office of the Chief District Medical & Public Health officer, Cuttack, Odisha Pin-753001** and the said tender will be opened on dt. **19/08/2019** at **3.30pm** in presence of purchase committee member & Bidders.
- 1.4. The bidder shall furnish the bid EMD of **Rs 45,000/-** for “**Supply of Drugs and Consumables**” in shape of Demand Draft from any nationalized bank, drawn in favour of **Chief District Medical Officer, Cuttack**, payable at **Cuttack**
  - 1.4.1 The EMD of successful bidder is liable to be forfeited if the tendered, revokes any terms of the successful bidder.
  - 1.4.2. EMDs given by unsuccessful bidders will be refund after placing of purchase order to the successful bidder.
  - 1.4.3. EMD of the successful bidders will be fortified in case the successful bidder fails to accept/executes the order.
  - 1.4.4. EMD of successful bidder will be returned after receiving of successful completion of terms & condition of supply certificate of all items.
  - 1.4.5. EMD shall not carry any interest.
- 1.5. Date & Time of Submission of tender bid for **Supply of Drugs and Consumables under NPCB&VI :Up to 3.00PM at 19.08.2019**  
**Note 1:** In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening)of bid will get shifted automatically to next working day at the same scheduled time. Any change bid openingdate due to any other unavoidable reason will be intimated in our website [www.cuttack.nic.in](http://www.cuttack.nic.in)

- 1.6. Opening of tender bids: At 3.30PM of date **19.08.2019** for **Supply Drugs and consumables under NPCB & VI**, those Bidders qualify in Technical Bid, financial Bid of the same bidder will eligible for opening.
- 1.7. Place of opening op Tender bids: O/o chief Medical & Public Health Officer, **Cuttack**, At/Po –**Cuttack** Dist-**Cuttack** (O) Pin-753001
- 1.8. One authorized representative of each bidder can attend the date of opening of tender at the above mentioned address.
- 1.9. Tender bids received after due time & date will not be accepted.
- 1.10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected
- 1.11. CDM&PHO-Cum-DMD, NHM **Cuttack** & purchase committee reserves the right to accept or reject any or all tender bids without assigning any reason. We are not bound to accept the lowest tender. The supply order to be placed as per our requirement during the year & tender may be validated for one year i.e. from the date of finalization of tender.
- 1.12. The decision of technical expert committee is final. The Drugs& Consumables will be selected as per quality only. The branded company/item, the said items will be selected on quality basis.
- 1.13. Once an order is placed, the firm/supplier has to supplied the required items within a specific period i.e 15-30 days , failing which penalty will be [lived/charged@.0.5%](#) on purchase value per week beyond specific period for 8 weeks, which will be subject to maximum 4% & order can be cancelled if not supplied within the scheduled date & the concerned supplier/firm will be blacklisted for next 3 (three) years from the date of issue of the letter and also the EMD money/security deposited will be forfeited.
- 1.14. The bidder shall furnish a declaration that no addition / deletion / correction have been made in downloaded render document appearing on [www.Cuttack.nic.in](http://www.Cuttack.nic.in)
- 1.15. In case of any correction/addition/omission in the tender document, the tender shall be treated as non responsive and shall be rejected summarily.
- 1.16. Delivery of goods at District Blindness Control Society, C/o: Office of the Chief District Medical & Public Health Officers, Cuttack, At/Po/Dist: Cuttack, Odisha, Pin: 753001  
**Note 2:** all documents submitted in the tender bid offer should be preferably in English. In case certificate viz experience, registration etc. is issued in any other language than English, bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate .  
**Note 3:** All computer generated documents should be duly signed/attested by the bidder/ vendor organization.

1.17 **Payment Terms:**

- I. The payment will be released as per purchase order value after successful supply of all the items.
- II. Goods will supply as per supply order & the supply of goods good quality, & quantity should be equal with as per specification of tender items.
- III. Payment will be made through PFMS/Account Transfer.

1.19. The firm will have to submit an **Affidavit** (On original Stamp Paper of relevant value) in the technical bid with the following clauses:-

- a) Our organization has not been blacklisted by any Government Organization
- b) Our Organization does not have any legal suit / criminal case pending against it for violation of GST/VAT/ST/CST Act or any other law.
- c) The CDM&PHO-Cum-DMD, NHM, Cuttack will have no liability regarding transportation, loading and unloading of material and all the material ordered for shall be delivered at the designated place in good condition. The defective or damaged material if any will be replaced by our Organization.
- d) Our organization agrees to abide by all terms & condition of tender.
- e) Our organization will quote prices inclusive of all taxes.

1.20. Penalty to be imposed for delay in supply, as per procurement guidelines issued by the Govt of Odisha.

1.21. **LEGAL JURDICATION:-** all legal disputes are subjects to the jurisdiction of Cuttack Courts

1.22 EMD exemption will be applicable to the bidders as per guidelines of Govt. of Odisha /India with submission of valid proofs with technical bids only.

## FORWARDING LETTER SELF DECLARATION FORM

(To be submitted by Bidder's in non-judicial stamp paper)

[To be submitted in Technical Bid]

To,  
The CDM & PHO-Cum-DMD ,NHM  
At/Po-Cuttack-1  
Dist-Cuttack

Dear Madam /Sir,

Sub: Your Tender Ref. No. \_\_\_\_\_,Date \_\_\_\_\_.

This is with reference to your above mentioned tender for supply of **Supply of Drugs ,spectacles & Consumables etc for NPCB & VI, Cuttack.** Having examined the tender document, we hereby submit our proposal along with the necessary documents. I/ We hereby declare that our Organization (resistred distributor/ wholesaler/manufacture) is having unblemished past record and was not under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India or any State Government/PSU in the country of India.

Further, we agree to abide by all the terms and conditions as mentioned in the tender document. We have also noted that , the authority/purchase committee reserve the right to consider/ reject any or all bids without assignment any reason thereof.

**Date:** \_\_\_\_\_/\_\_\_\_\_/2019

**Authorized Signatory:**

**Name:**

**Designation:**

**Place:**

**Phone:**

**Email:**

Annexure I  
**TENDER FORMAT**  
**Part -1**  
**(Technical Bid)- Cover A**

**(To be furnished in Cover A-technical Bid)**

1	Name of the Organization	
2	Address of the Organization	
3	Name of authorized signatory <b>(in capital letters)</b>	
4	<b>Specimen signature</b> of the authorized signatory / organization	
5	Telephone number & email id of authorized signatory / organization	
6	UP TO DATE GSTIN Registration No.	(Photo copy attached)
7	GST clearance certificate (Up to 30.06.2019)	(Photo copy attached)
8	PAN No with last 3 (F.Y..)years IT return.	(Photo copy attached)
9	Draft number and date of the Tender <b>Document Cost of Rs. 1500/-</b> (Non-Refundable)	(Draft to be submitted)
10	Draft No. date EMD if Rs.45000/- for supply “ <b>supply of Drugs,&amp; Consumables</b> ” in shape of Demand Draft “ <b>ZSS,NPCB, Chief District medical &amp; Public Health Officer,Cuttack</b> payable at Cuttack.	(Draft to be submitted)
11	Annual Average Turnover (Audited balance sheet , P& L&R&P account Duly signed by chartered accountant (last three financial years)I.e 2015-16 & 2016-17.2017-18(not lees than 1.50 CR. ).	(Photo copy of Audited balance sheet , P& L&R&P account Duly signed by chartered accountant attached) Original Annual turnover certificate from CA to be submit.
12	Declaration of the Organization does not have any legal suit / criminal case pending against it for violation of GST act or any other law and agrees to abide by all terms & condition of the tender.	(Affidavit by original stamp paper <b>Certificate by Notary</b> with clauses as mentioned in clauses no. 4 of the terms & conditions)
13	<b><u>Submission of Bank Account Details:-</u></b> Bank a/c No., Name of the bank, Branch & IFSC code.	( photo copy Bank account to be attached)
14	Authorization certificate from manufacture	(Photo copy attached)
15	The bidder should have experience certificate of satisfactory supply of tendered item during the last 2 years (put together) considered from the date of publication. From Govt./PSU/CORPORATE Hospital.	(Photo copy experience certificate to be attached)
16	If applied by Dealer, Manufacture’s AUTHORIZATION certificated should be attached.	(Original copy attached) ANNEXURE-V

17	Whether <b>all documents</b> are submitted signed by the authorized in <b>each page with seal</b> (Yes/No)	
18.	DIC/SSI/MSE/NSIC Registration certificate ( for spectacles only ) of manufacturer/Bidder	
19.	Original tender booklet with sign & seal	
20.	ISO certificate of manufacturer/Bidder	Original to be produce at time of opening.

## **DECLARATION**

I /we hereby certify that the terms and conditions, specification etc. given with the tender notice have been read carefully and acceptable to me/us and that the information furnished above is correct to the best of my / our knowledge. I / we understand that in case of any deviation in the above statement / furnishing of forged documents etc. at any stage, our Firm/Agency will be blacklist and will not have any dealing with your organization in future.

Signature and seal of the authorized signatory

Place:

Date :

**SEAL**

**SECTION –IV**  
**SCHEDULE OF EQUIPMENTS & CONSUMABLES**

Sl. No	Name of the Items	Specification	Consignee
1	Ciprofloxacin Eye Drop	10 ml	CDM&PHO Cuttack
2	Moxifloxacin + Dexamethasone Eye Drop	1 Unit	CDM&PHO Cuttack
3	Nacl 5 % Eye drop	1 Unit	CDM&PHO Cuttack
4	Cyclopentolate Eye Drop	1 Unit	CDM&PHO Cuttack
5	Timolol Eye Drop 0.5%	1 Unit	CDM&PHO Cuttack
6	Tropicamide + Phenylephrene Eye drop	1 Unit	CDM&PHO Cuttack
7	Sterelized Cotton	1 X 500 grms	CDM&PHO Cuttack
8	Alprazolam 0.25 mg Tab	10 X 10 Tab.	CDM&PHO Cuttack
9	Lignocain 4 % Topical Eye drop	1 Unit	CDM&PHO Cuttack
10	Inj. Lignocain 2 %	1 Vial	CDM&PHO Cuttack
11	Inj.Hyaluronidase	1 Vial	CDM&PHO Cuttack
12	Inj Lignocaine with Adrenaline 2%(30 ml)	1 Vial	CDM&PHO Cuttack
13	Inj. Dexamethasone	1 Vial	CDM&PHO Cuttack
14	Inj. Gentamycin (Sulphate,80 mg) 2 ml amp	1 Vial	CDM&PHO Cuttack
15	Ringer Lactate	1 X 500 ml	CDM&PHO Cuttack
16	Inj. Bupivacaine 0.5	1 Vial	CDM&PHO Cuttack
17	Inj. Adrenaline	1 Amp	CDM&PHO Cuttack
18	Inj. Pilocarpine	1 Amp	CDM&PHO Cuttack
19	Reagent Strip for Urine Analysis(Uristic-100 strip pack)	1 Pkt	CDM&PHO Cuttack
20	Hydroxy Propyl Methyl Cellulose (Sterile Pack)	1 Vial	CDM&PHO Cuttack
21	Trypan Blue(Sterile Pack)	1 Vial	CDM&PHO Cuttack
22	Rectified Spirit	1 X 500 ml	CDM&PHO Cuttack
23	Acetone	1 X 500 ml	CDM&PHO Cuttack
24	IV Attachment (for aspiration irrigation purpose)	1 PC	CDM&PHO Cuttack
25	Disposable 5 ml. Syringe	1 Unit	CDM&PHO Cuttack
26	Disposable 2 ml. Syringe	1 Unit	CDM&PHO Cuttack

27	Disposable 10 ml. Syringe	1 Unit	CDM&PHO Cuttack
28	Needle 24 nos.	10 X 10 nos.	CDM&PHO Cuttack
29	Needle 26 nos.	10 X 10 nos.	CDM&PHO Cuttack
30	Amlodipine Tab. 2.5 mg	1 X 10 Tabs.	CDM&PHO Cuttack
31	Intro Ocular Lens (I.L.O) Single Pcs. Biconvex 6 mm Optic PMMA (Sterile Packed)	1 Unit	CDM&PHO Cuttack
32	BP Blade (11 nos)	1 Unit	CDM&PHO Cuttack
33	Povidone Iodine Scrub	1 X 60 ml	CDM&PHO Cuttack
34	Chloramphenicol Applicap	1 X 50	CDM&PHO Cuttack
35	Water for Injection	1 Unit	CDM&PHO Cuttack
36	Disposable Cap and masks (Individual Packing)	1 Unit	CDM&PHO Cuttack
37	Inj. Vancomycin 500mg.	1 Vial	CDM&PHO Cuttack
38	Disposable SICS Blade ( <b>Crescent</b> ), Single in sterile pack	1 Unit	CDM&PHO Cuttack
	Disposable SICS Blade ( <b>Angle Keratome</b> ), Single in sterile pack	1 Unit	CDM&PHO Cuttack
	Disposable SICS Blade ( <b>Enlarger</b> ), Single in sterile pack	1 Unit	CDM&PHO Cuttack
39	Disposable SICS Blade Lance yip 15 degree (Single in sterile pack)	1 Unit	CDM&PHO Cuttack
40	MVR Knife (Sterile Pack)	1 Unit	CDM&PHO Cuttack
41	Inj. Amikacin 100mg.	1 Vial	CDM&PHO Cuttack
42	Surgical Sterile Drape Sheet (Size-1m/1.5m) (Disposable)	1 Unit	CDM&PHO Cuttack
43	Chloro Hexinol Terpinol Antiseptic Liquid	1 X 500 ml	CDM&PHO Cuttack
44	Marker (Autoclave)	1 Unit	CDM&PHO Cuttack
45	Flouroscein Strip (Individual sterile pack (100 no.s)	1 Pkt	CDM&PHO Cuttack
46	Non Ovan Micropore Surgical Tape (1")	1 Unit	CDM&PHO Cuttack
47	Tab Acetazolamide (250gm)	1 Unit	CDM&PHO Cuttack
48	Non Absorbable Surgical Suture Spatulated Micro Crescent Needle (Virgin Silk 10.0)	1 Unit	CDM&PHO Cuttack
49	Vicryl(5.0) Curve Cutting Needle	1Unit	CDM&PHO Cuttack
50	Proparacaine Eye Drop	1 Unit	CDM&PHO Cuttack
51	Sterilium	1 Botl	CDM&PHO Cuttack
52	Inj. Intra Cameral Lignocaine	1 Unit	CDM&PHO Cuttack
53	Inj. Intra Cameral Adreneline	1 Unit	CDM&PHO Cuttack

54	Minor Eye Drape (60/60cm) Pouch	1 Unit	CDM&PHO Cuttack
55	Stabilized Hydrogen Peroxide with Silver Nitrate Solution for OT Disinfectant	1 ltr.	CDM&PHO Cuttack
56	Sterile Cellulose Sponge Swab tip	1 Unit	CDM&PHO Cuttack
57	Sterile Cotton Swab Stick (Disposable plastic wares for laboratory use only)	1 Unit	CDM&PHO Cuttack
58	Bacilloced Extra floor Cleaner (500ml.)	1 Unit	CDM&PHO Cuttack
59	Specimen Container(100ml.)	1 Unit	CDM&PHO Cuttack
60	Formalin Liquid	1 Unit	CDM&PHO Cuttack
61	Ammonia Liquid	1 ltr.	CDM&PHO Cuttack
62	Antiseptic Lotion (Dettol)	500 ml	CDM&PHO Cuttack
63	Glutaldehyde Solution	1 ltr.	CDM&PHO Cuttack
64	Moxifloxacin Eye Drop(0.5%)	5 ml	CDM&PHO Cuttack
65	Disposable Surgical Rubber Gloves with Prepowdered micro rough texture with polythene cover <b>(Size 6)</b>	1 Unit	CDM&PHO Cuttack
66	Disposable Surgical Rubber Gloves with Prepowdered micro rough texture with polythene cover <b>(Size 6.5)</b>	1 Unit	CDM&PHO Cuttack
	Disposable Surgical Rubber Gloves with Prepowdered micro rough texture with polythene cover <b>(Size 7)</b>	1 Unit	CDM&PHO Cuttack
67	Adhesive Plaster Roll	1 Unit	CDM&PHO Cuttack
68	Povidine Iodine Skin disinfectant Solution (7.5%/10%)	500 ml	CDM&PHO Cuttack
69	Balanced salt solution	150 ml, 300ml, 500 ml	CDM&PHO Cuttack
70	Prednisolone Eye Drop	5 ml vial	CDM&PHO Cuttack
71	Florometholone Eye Drop	5 ml vial	CDM&PHO Cuttack
72	Bromofenac Eye Drop	5 ml vial	CDM&PHO Cuttack
73	Dorzolamide Eye Drop	5 ml vial	CDM&PHO Cuttack
74	Travaprost Eye Drop	3 ml vial	CDM&PHO Cuttack
75	Carboxy Methyl Cellulose (CMC)	5 ml vial	CDM&PHO Cuttack
76	Natamycin Eye Drop	5 ml vial	CDM&PHO Cuttack
77	Acyclovir Ointment(3%)	5 gm tube	CDM&PHO Cuttack
78	Pilocarpine Eye Drop (5%)	3 ml vial	CDM&PHO Cuttack
79	Azithromycin Ointment	5gm tube	CDM&PHO Cuttack
80	Viscoat	1 Vial	CDM&PHO Cuttack

81	Sterile Eye Drape with water bag 2'*3' (Sterile Pack)	1 Unit	CDM&PHO Cuttack
82	Fluconazole Eye Drop	5ml	CDM&PHO Cuttack
83	Biomarker for autoclave	1 Unit	CDM&PHO Cuttack
84	Injection Cefuroxime (Intra Cameral)	50mg vial	CDM&PHO Cuttack

**MANUFACTURER'S AUTHORISATION FORMAT**

(To be Submitted in Cover-A (Technical Bid))

To

The CDM & PHO  
Cuttack  
Department of Health & Family Welfare  
Govt. of Odisha

Ref.: Tender No. \_\_\_\_\_, Dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_

We, \_\_\_\_\_ are the manufacturers of \_\_\_\_\_  
\_\_\_\_\_ (name of equipment(s)) having factories at \_\_\_\_\_  
\_\_\_\_\_.

1. Messrs \_\_\_\_\_ (name & address of the agent) is our authorised agent for sale and service of \_\_\_\_\_ (name of equipment(s))
2. We confirm that Messrs. \_\_\_\_\_ (name of the above agent) is authorised to submit a tender, and enter into a contract with for the above goods manufactured by us.
3. We also extend our full guarantee/warranty and also full back-up support for AMC/CMC as required by the Purchaser.
4. Messrs \_\_\_\_\_ (name & address of the agent) is our authorised agent for sale and service of \_\_\_\_\_ (name of equipment(s))
5. We confirm that Messrs. \_\_\_\_\_ (name of the above agent) is authorised to submit a tender, and enter into a contract with for the above goods manufactured by us.
6. We also extend our full guarantee/warranty and also full back-up support for AMC/CMC as required by the Purchaser.

Yours faithfully,

\_\_\_\_\_

\_\_\_\_\_

(Signature with Date, Name and Designation)

For and on behalf of Messrs \_\_\_\_\_

(Name & Address of the Manufacturers)

Seal

**Note:** This letter should be on the **Letter Head** of the **Manufacturer** and should be signed by a person having the Power of Attorney to legally bind the manufacturer.

1. Original Letter shall be attached to the Technical Bid.

**SECTION –VI**

**ANNEXURES**

**(Technical Bid, Price Bid and Agreement)**

**CHECK LIST**  
**(To be submitted in Cover A Technical Bid)**

**Note : The documents has to be arranged serially as per the order mentioned in the check list**

Please put ✓ in the respective box

**COVER – A (TECHNICAL BID)                      DOCUMENTS : SUBMITTED OR NOT**

1.	List of Item (s) – Annexure II	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Tender document Fee	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Earnest Money Deposit	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	Details of Manufacturing Unit / contract person Liaisoning agent / servicing centre (Annexure III)	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.	Declaration form (Annexure -IV) signed by the Tenderer & affidavit before Notary Public / Executive Magistrate	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.	Manufacturer’s Authorization Format (Annexure – V) (for distributor/Importer) (Item wise)	Page <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.	Proof of avg. Annual turnover for preceding 3 financial years (for manufacturer / Importer) / Proof of Annual turnover for preceding 3 financial years (for authorized distributor as well as manufacturer/Importer in case of distributor) (Annexure - VI )	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No. <input type="checkbox"/>
8.	Performance Statement ( <i>Item wise</i> ) during the last three years (Annexure -VII )	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.	Copies of Purchase order ( <i>Item wise</i> ) in support of the performance statement	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10.	Deviation/No deviation Statement ( <i>Item wise</i> ) & details of technical specification (Annexure -VIII A & B )	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11.	Leaflets/Technical Brocheures of the Products offered ( <i>Item wise</i> )	Page No. <input type="text"/>	Yes <input type="checkbox"/>	No. <input type="checkbox"/>

12. Copy of Import license (In case of Importer)

Page No.		Yes		No	
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13. Copy of Valid ISO Certificate

Page No.		Yes		No	
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14. Attested Photocopy of Up-to-date CE / US FDA/BIS Certificate (*Item wise*) (As per technical specification)

Page No.		Yes		No	
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15. Attested Photocopy of Up-to-date IEC Certificate (**Item wise**) (As per technical specification)

Page No.		Yes		No	
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16. Photocopy of PAN

Page No.		Yes		No	
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17. Photocopy of GST

Page No.		Yes		No	
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18. GSTR-3B filling copy

Page No.		Yes		No	
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19. Copy of original Tender and schedules, duly signed by the Tenderer

Page No.		Yes		No	
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20. Copy of drug licences:

Page No.		Yes		No	
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**Annexure II**  
(Refer Clause No. 3.2)

(To be submitted in *Cover A -Technical Bid*)

**LIST OF ITEM(S) QUOTED**

<b>Sl.</b>	<b>Name of Item(s)</b>	<b>Name of Manufacturer</b>	<b>Make</b>	<b>Model Name</b>	<b>*Details of offered product at Page No. (s)</b>

**Signature of the Tenderer :**

**Date :**

**Official Seal:**

## **Annexure IIA**

(To be submitted in *Cover A -Technical Bid*)

### **DETAILS OF EMD(S) SUBMITTED**

<b>Sl.</b>	<b>Name of Item</b>	<b>EMD Amount (Rs.)</b>
1	Medicine & Consumable	
	<b>TOTAL (Rs.)</b>	

**Signature of the Tenderer :**

**Date :**

**Official Seal:**

**ANNEXURE – III**  
(Refer Clause No. 3.5)

(To be submitted in *Cover A -Technical Bid*)

**DETAILS OF THE TENDERER & LOCAL CONTACT PERSON/  
SERVICE CENTRE**

	<b>Corporate Office (The address in which the purchase orders and payment details will be communicated)</b>	<b>Address of Local Contact Person / Branch Office / Zonal Office /  Address of Service Centre if any, in Odisha.</b>
Name & Full Address		
Telephone Nos., landline		
Mobile		
Fax		
E – Mail		
Date of Inception	(Copy of Certificate of incorporation of Manufacturer)	
Name of the issuing authority		
Import License (in case of Importer only)		
GSTN	(Furnish photocopy of GST)	
PAN	(Furnish photocopy of PAN)	
Details of the Service Centre Facilities		
Income tax Return copy		

**Signature of the Tenderer :  
with seal**

**Date :**

**Official Seal :**

(To be submitted in **Cover A -Technical Bid**)

**ANNEXURE – VI**

(Refer Clause No. 3.8)

(To be furnished in the **letter head** of the Auditor/ Chartered Account)

**ANNUAL TURN OVER STATEMENT**

The Annual Turnover for the last three financial years of M/s \_\_\_\_\_ who is a Manufacturer /Distributor/Importer (Pl. tick whichever is applicable) are given below and certified that the statement is true and correct.

Sl.No.	Financial Year	Turnover in (Rs.)
1.	2017 – 2018	-
2.	2016 – 2017	-
3.	2015 – 2016	-

**Average Annual Turnover** (for the above three years) in (Rs.) \_\_\_\_\_

Date:  
Place:

Signature of Auditor/  
Chartered Accountant  
(Name in Capital)

Seal

Membership No.-

Registration No. of Firm

**Note:**

- To be issued in the **letter head** of the Auditor/Chartered Accountant mentioning the Membership no.
- Separate certificates** should be furnished for **different manufacturer/importer** in case the bidder (authorized distributor) is quoting products of **different manufacturers/importers**. The authorized distributor has also to furnish his turnover statement in the above format.

(To be submitted in *Cover A - Technical Bid*)

**Annexure VII** (Refer Clause no. 3.9)

**PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last **three years**)

**ITEM WISE (Pl. Furnish separate performance statement itemwise if the bidder quote for more than one item & attach the order copies alongwith each performance statement)**

Tender Reference No. :

Name of Tenderer :

Name of Manufacturer : \_\_\_\_\_

Name of the Item : \_\_\_\_\_

Sl.	Order placed by (Address of purchaser) (attach documentary proof)*	Order no. & Date	Item Name	Make & Model	Qty	Value of Contract (Rs.)	Date of Completion		Reasons for delay if any	Have the goods been functioning satisfactorily (attach documentary proof)**
							As per contract	Actual		
1										
2										
..										
..										
			<b>Total Qty</b>							

**Signature and seal of the Tenderer**

- \* The documentary proof will be **copies of the purchase order** (during the last 3 years) indicating Contract No. and date along with a notarized certification (by the bidder) authenticating the correctness of the information furnished.
- \*\* The documentary proof will be certificate from the consignee/end user indicating Contract No. and date along with a notarized certification (by the bidder) authenticating the correctness of the information furnished.

To be submitted in *Cover A -Technical Bid*)

**Annexure VIII A**  
**(Refer Clause No. 3.10)**

**STATEMENT REGARDING DEVIATIONS FROM TECHNICAL SPECIFICATIONS (IF ANY)**

Following are the Technical deviations and variations from the purchaser's Technical Specifications.

<b>Sl. No.</b>	<b>Item Name</b>	<b>Clause of Technical Specification</b>	<b>Statement of Deviations / Variations if any</b>
1			
2			
..			
..			
..			

In case there is no deviation from technical specification, Pl. Mention ***No Deviation.***

Signature of the Bidder

Name :

Date :

Place :

Seal

(To be submitted in *Cover A -Technical Bid*)

**Annexure VIII B**  
(Refer Clause No. 3.10)

**DETAILS OF TECHNICAL SPECIFICATION OF THE PRODUCT (S) OFFERED BY THE BIDDER**

<b>Sl. No.</b>	<b>Item Name</b>	<b>Make</b>	<b>Model</b>	<b>Detail Specification of the product(s) offered* (Pl. Describe the detail specification of the product offered) – Para wise compliance to the technical specification asked for.</b>
1				
2				
..				
..				
..				

\* Leaflets/Technical Brocheures of the product offered must be attached in support of the information provided above.

Signature of the Bidder

Name :

Date :

Place :

Seal

# **ANNEXURE**

**(To be submitted in COVER B - PRICE BID)**



# **ANNEXURES**

## **(Agreement and Warranty Undertaking)**

**AGREEMENT**

THIS AGREEMENT IS MADE AT \_\_\_\_\_ THIS THE DAY OF \_\_\_\_\_ 2018

**BETWEEN**

Name of the Supplier  
with full address

Here in after called the “Supplier(s) \_\_\_\_\_” as 1<sup>st</sup> Party

**AND**

The C.D.M.&P.H.O., Cuttack  
Health & F.W. Department, GoO  
Represented through the

\_\_\_\_\_ / **THE CONSIGNEE**  
Hereinafter called the “PURCHASER” \_\_\_\_\_ as 2<sup>nd</sup> Party.

Relying on the documents and representation of facts connected to the issue of aforesaid parties to undertake the responsibilities of sell and purchase of following item(s) etc. with the terms & conditions hereinafter laid down.

And whereas the 2<sup>nd</sup> party “Purchaser(s)” is willing to purchase

**Name of the Item:**

Specifications: As per specifications laid down in the Tender terms & conditions

The Supplier(s) has agreed to sell the item(s) completed in all respects according to the Tender requirements and their / his offer dtd. \_\_\_\_\_ and the Supplier(s) has also agreed to install to make them operative at the destination mentioned in the Tender document with the following descriptions and their cost mentioned against each.

<u>Description of goods</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
-----------------------------	------------	--------------	--------------

The price / cost of the item also include the followings in addition to above.

1. Insurance
2. Freight
3. Transportation
4. Customs duty / Excise duty
5. Charges for documents, instructions manual, tools
6. F.O.R. at the destinations mentioned in the consignee list
7. Maintenance of the system includes all accessories supplied and their spare parts required during comprehensive warranty period of two year at free of cost from the date of successful installation and satisfactory functioning of the system at the site.
8. Installation and commissioning of the system by the Supplier’s engineer at site.
9. Any other charges including loading & unloading, packing & forwarding etc. will be paid by the Supplier(s) till the completion of the installation and turnkey job if any.

## **TERMS AND CONDITIONS:-**

### **PRICE :**

Only the price quoted by the Supplier(s) in his / their financial proposal will be the price for payment and no other price escalation will be allowed at any circumstances.

### **SUPPLY**

The supply should be completed within 30 days from the date of issue of purchase order unless otherwise specified. If no supply is received even after 30 days or 58 days with liquidated damage from the date of issue of the purchase orders , such orders will stand cancelled automatically without further notice. Penalties shall also thereafter be applied to the tenderer as specified under Penalty. The approved firm shall also suffer forfeiture of the EMD and Performance Security Deposit.

### **LIQUIDATED DAMAGE :**

The C.D.M & P.H.O CUTTACK of the concerned district may allow extension for a maximum period of 4 (four) weeks (28 days), after the stipulated date of supply (i.e. 30 days) with a penalty of 0.5% which will be deducted from the purchase order value as “Liquidated Damage”, for each week (7 days) of delay upto a maximum 2% on the value of the goods.

If the supplier fails to complete the supply within the extended period, i.e. 30 days after being allowed by the purchaser, no further purchase order will be placed to the firm for the said item including forfeiture of the Performance security and the concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.

### **TERMS FOR PAYMENT :-**

- I. The payment will be released as per purchase order value after successful supply of all the items.
- II. Goods will supply as per supply order & the supply of goods good quality, & quantity should be equal with as per specification of tender items.
- III. Payment will be made through PFMS/Account Transfer.
- IV. The payment(s) shall be made by purchaser in Indian currencies. No advance payments towards cost of Instruments and Items etc. will be made to the tenderer. No payment will be made to the supplier if he has not deposited the unconditional performance security in shape of Bank draft amounting to 10% of the purchase order value which will be deposited with the O/o of the concerned CDM&PHO, Cuttack

90% of the cost of the item (excluding CMC Cost)+100% turnkey +100% tax shall be released to the supplier on receipt of stock entry certificate and installation certificate (that it is working) from the consignee. The remaining ten percent (10%) will be released after satisfactory working certificate received from the consignee after 6 weeks of installation subject to submission of performance security (10% of P.O. Value). For this purpose the supplier will submit two bills, one 90% of the cost of the item+100% turnkey +100% tax and the other for the remaining ten percent (10%) of the cost of the item.

**TURNKEY JOB:**

**The room/space will be provided by the purchaser fittings inside the room for installation & commissioning of the item and accessories will be provided by the supplier without any extra cost (This cost is to be included in the cost of turnkey).**

**UP-TIME BALANCE :**

The Supplier (s) shall provide guarantee 95% uptime i.e. 41610 (95% of 43800 Hours) during comprehensive warranty period. The up time guarantee will be 95% as calculated here under i.e. 8322 hours per annum.

1 year – 365 days (24 working hours per day)

Total working time per annum – 365 days x 24 hrs = 8760 hrs.

Up time guarantee - 0.95 x 8760 hrs. = 8322 hrs. per annum.

For 2 years warranty = 8322 x2 = 16644Hours

Any uptime less that specified above will be compensated by the Supplier(s). The consignee shall maintain a log-book in the format provided by the Supplier(s) which will indicate usage of the item every day and for calculation of up-time.

**DOWNTIME PENALTY CLAUSE:**

During the Guarantee / warranty period, desired uptime will be 95% of 365 days (24 hour) if downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the item goes out of service will be applied. The vendor must undertake to supply all spares for optimal upkeep of the item for **TWO YEARS** from the date of installation at the site.

In no case item should remain in non-working condition for more than 7 working days.

The manufacturers or their agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

**INSTALLATION AND DEMONSTRATION :**

The installation and demonstration of the item shall be done by the Supplier(s) at free of cost at the installation site of the respective institutions.

**TRAINING :**

Not Applicable

## **INCIDENTAL SERVICES :**

The Supplier(s) shall abide by the terms and conditions under incidental services & the installation of Instrument / Item at the destination point (Door Delivery) of consignee and demonstrate the item in working condition to the receiving authority.

Furnishing of tools required for assembly and / or maintenance of the supplied Instruments / Items.

Furnishing of detailed operations and maintenance manual literatures for each appropriate unit of supplied Goods.

Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of two (2) years i.e. the warranty period, provided that this service shall not relieve the Supplier of any warranty obligations under this contract.

The successful supplier shall replace any part or whole system as may be necessary in the event of damage during transit or found damaged on arrival or during installation of the system or if found not in conformity to the specifications at his / their own cost.

The tenderer should furnish an undertaking to the effect that he / they should take responsibility after sales service of the items / instruments to be supplied by him / them and to provide spare parts for up keeping the Items / Instruments for a minimum period of 5 years from the date of installation.

The price of the instruments / items is inclusive of warranty for a period of 2 (two) years commencing from the date of installation.

## **SPARE PARTS :**

The supplier will provide all the spare parts, repairing & maintenance by its trained personnel after the warranty period (3 years).

## **COMPREHENSIVE WARRANTY :**

This warranty shall remain valid for two (2) years from the date of installation & commissioning of the item / item & must be submitted at the time of installation to the consignee with a photocopy to the purchaser.

The warranty will cover all the parts of the item or item and any replacement or repair required within the warranty period will be provided by the supplier free of cost at the destination point (Installation point). The supplier will take back the replaced parts / goods at the time of their replacement. No claim whatsoever shall be on the purchaser for the replaced parts / goods thereafter. No traveling allowances or transportation cost will be paid by the purchaser during warranty period.

The Supplier warrants that the Goods supplied under this contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials (even if the advanced facilities are not mentioned in our product specification). The Supplier further warrants that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the place of final destination.

The Purchaser / consignee shall promptly notify the Supplier in writing / Fax / Telephone of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall with all responsible speed will repair or replace the defective goods or parts thereof without cost to the purchaser to maintain its UP TIME offered in the beginning of purchase otherwise penal provisions shall apply if the supplier fails to keep up its UP TIME.

If the Supplier, having been notified, fails to remedy the defect(s) within 10 days, the Purchaser may proceed to take such remedial action as may be necessary, like forfeiture of EMD or recovery from security deposit the amount of loss (which will be decided by C.D.M.O-CUTTACK) incurred by the purchaser.

**GOVERNING LANGUAGE :**

The contract shall be written in English language. English language version of the contract shall govern its interpretation. All correspondences and other documents pertaining to the contract which are exchanged by the parties shall be written in English.

**DELIVERY OF DOCUMENT :**

Four (4) copies of the Supplier invoice / bills showing purchase order number, good's description, quantity, unit price, total amount with stock entry certificate by the consignee.

Photocopy of the Insurance Certificate if any (The Original Certificate is to be given to the Consignee).

Attested Photocopy of Manufacturer's / Supplier's warranty certificate. (The original warranty certificate is to be submitted to the consignee at installation point).

**INSURANCE :**

For delivery of goods at site, the insurance shall be obtained by the Supplier(s) in an amount equal to 110% of the value of goods from "Warehouse" (final destination) on "All Risks" basis including natural calamities.

**PACKAGING :**

The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand without limitation rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and upon storage. All primary packaging containers which come in contact with the item should strictly protect the quality and integrity of the Instruments & Items. Packing case size and weights should be taken into consideration, in case of remoteness of final destination and the absence of heavy handling facilities at all points in transit.

The packaging marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the supplier with a distinctive number of mark sufficient for purposes of identification. Each package shall contain:

- i. a packaging note quoting the name of the purchaser
- ii. the number and date of order
- iii. nomenclature of the goods
- iv. schedule of parts for each complete item giving part number with reference to assembly.

- v. Name & address of the consignee
- vi. Name & address of the supplier.

**TERMS OF CONTRACT :**

The C.D.M.&P.H.O Cuttack / Directors (Directorates) as the case may be will be at liberty to terminate the contract either wholly or in part without assigning any reason. The tenderers will not be entitled to any compensation whatsoever in such terminations.

**PENALTIES :**

If the successful tenderer fails to execute the agreement and / or deposit the required security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender shall stand forfeited and he will also be liable for all damages sustained by the C.D.M & P.H.O/ Directors by reasons of such breach, such as failure to supply / delayed supply including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the articles concerned. Such damages shall be assessed by the C.D.M & P.H.O CUTTACK/ Directors whose decision is final & binding in the matter.

If any articles or things supplied by the tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or are otherwise faulty or unfit for consumption / use & rusted then the contract price or prices of such articles on full will be recovered from the tenderer, if payment had already been made to him or the tenderer will not be entitled to any payment for that item & no further order will be given to him. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the C.D.M & P.H.O/ Directors and the tenderer shall be liable for all losses sustained by the C.D.M & P.H.O/ Directors in consequence of the termination which may be recovered from the Security Deposit made by the tenderer or other money due or become due to him.

Supply of sub-standard items or non - performance of tender terms & conditions will disqualify a firm to participate in the tender for the next five years.

**ARBITRATIONS :**

In the event of any dispute out of the contract, such dispute should be subject to the Jurisdiction of the Civil Court, Dist. Cuttack or High Court, Odisha.

**CHANGE OF TERMS AND CONDITIONS :**

Any amendment to the terms & conditions and clauses of the agreement if required must be done in writing duly signed by the two parties.

IN WITNESS WHERE OF the parties herein to have set and subscribed their respective hands the day and year first herein above written.

Executed by Purchaser (s) / Consignee

Executed by Supplier(s)

In presence of (Witness)

In presence of (Witness)

(Refer Clause No. 11.1 to 11.6, 13.1)

**WARRANTY / GUARANTEE /CMC UNDERTAKING  
(to be submitted on Rs.50/- stamp paper)**

Tender ref. No. \_\_\_\_\_

Name of the item:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

I / we / M/s \_\_\_\_\_  
\_\_\_\_\_ hereby declare that

- i. I / we do Accept / Agree for the warranty / guarantee (2 years Warranty . (Spares + Labour) as per this tender clause No. 11.1 to 11.6.
- ii. I / we will not charge / quote any extra price on account of the above said warranty / guarantee.
- iii. I / we do accept / agree to provide uptime guarantee 95% as per this tender clause No. 13.1.
- iv. The 2 year comprehensive warranty is valid from dt.\_\_\_\_\_ to dt.\_\_\_\_\_.

Date:

Signature of the competent authority

Place:

on behalf of the company / firm.

Seal of the firm.

**N.B:** 1. To be attested by Notary Public

2. Only to be submitted by the approved supplier / tenderer to the consignee and a copy to the purchaser before release of payment.

**UNDERTAKING**

**(to be submitted on Rs.50/- stamp paper)**

Tender ref. No. \_\_\_\_\_

Name of the item:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

Sir,

I / we \_\_\_\_\_ hereby  
declare that

1. I / we am / are the manufacturers / authorized agents / distributors of \_\_\_\_\_  
\_\_\_\_\_.
2. I / we do accept / agree for the all clauses including the warranty 2 years and payment terms and conditions of this tender.
3. I / we do hereby confirm that the prices / rates quoted are fixed and are at par with the prices quoted by me / us to any other Govt. of India / Govt. of Odisha Hospitals / Medical Institutions. I / we also offer to supply the stores at the prices and rates not exceeding those mentioned in the price bid.
4. I / we agree to abide by my / our offer for a period of 365 days from the date of approval of the tender.
5. I / we have necessary infrastructure for the maintenance of the item and will provide all the accessories / spares as and when required.
6. I / we also declare that in case of change of Indian Agent or for any other change, merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee / warranty / maintenance of the itemry / item and have provided written confirmation for the same.

7. I / we shall provide assistance to the consignee in clearance and delivery of store at consignee's stores / premises.
8. The demurrage / storage charges, if any, payable to the customs department, due to non-receipt of required documents in time by the hospital / delay due to incorrect entries, mistakes to the documents etc. shall be borne by me / us.
9. I / we have carefully read and understood all the terms and conditions of the tender and shall abide by them.
10. I / we undertake to get the item's repaired within 48 hours of receiving of the complaint from the indenting hospital / consignee failing which a penalty @ 1% of the cost may be recovered from the performance security before releasing the same to us after 2 years warranty period.

Signature of the witness  
Name & address

Signature of the Tenderer  
Name & address

Dated

Seal of the firm.

**N.B:** 1. To be attested by Notary Public

2. Only to be submitted by the approved supplier / tenderer to the consignee and a copy to the purchaser before release of payment.