

TAMILNADU MEDICAL SERVICES CORPORATION LIMITED 417 Pantheon Road, Egmore, Chennai - 8 Website : www.tnmsc.tn.gov.in

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BID REFERENCE:02/FILM/TNMSC/MAIN/2022, Dt.12.05.2022

TENDER FOR FIXING RATE CONTRACT FOR SUPPLY OF BLUE SENSITIVE DOUBLE SIDED EMULSION COATED X-RAY FILM (VARIOUS SIZES) TO VARIOUS GOVT. MEDICAL INSTITUTIONS IN THE STATE OF TAMILNADU

LAST DATE OF RECEIPT OF TENDER: 31.05.2022 at 11.00 AM NOT TRANSFERABLE

TAMILNADU MEDICAL SERVICES CORPORATION. LIMITED., II Floor, 417, PANTHEON ROAD, EGMORE, CHENNAI 600 008.

| | | equipment.tnmsc@tn.gov.in |
|------------|---|------------------------------------|
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TENDER FOR FIXING RATE CONTRACT FOR SUPPLY OF BLUE SENSITIVE DOUBLE SIDED EMULSION COATED X-RAY FILM (VARIOUS SIZES) TO VARIOUS GOVT. MEDICAL INSTITUTIONS IN THE STATE

| BID REFERENCE | : | 02/ FILM / TNMSC / MAIN / 2022, Dt.12.05.2022 |
|---|---|--|
| DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT | : | 13.05.2022 |
| PRE BID MEETING | : | 20.05.2022, 11.00 A.M . at TNMSC HO, Chennai -08 |
| LAST DATE FOR SALE OF BIDDING DOCUMENT | : | 30.05.2022 |
| LAST DATE AND TIME FOR RECEIPT OF BIDS | : | 31.05.2022, 11.00 AM. |
| TIME AND DATE OF OPENING OF BIDS | : | 31.05.2022, 12.00 Noon |
| PLACE OF OPENING OF BIDS | : | Tamilnadu Medical Services Corporation Ltd. 417, Pantheon road, Egmore, Chennai 600 008. |
| ADDRESS FOR COMMUNICATION | : | Tamilnadu Medical Services Corporation Ltd. 417, Pantheon road, Egmore, Chennai 600 008. |

TENDER FOR FIXING RATE CONTRACT FOR SUPPLY OF BLUE SENSITIVE DOUBLE SIDED EMULSION COATED X-RAY FILM (VARIOUS SIZES) TO VARIOUS GOVT. MEDICAL INSTITUTIONS IN THE STATE OF TAMILNADU

 Sealed bids under single cover system will be received till 11.00AM. on 31.05.2022 by the Managing Director, TamilNadu Medical Services Corporation Limited (TNMSC), 417, Pantheon Road, Egmore, Chennai 600 008, for "Tender for fixing rate contract for a period of 2 years for supply of (1) Blue sensitive double sided emulsion coated x-ray film for medical radiography in sheet form (various sizes) to various Govt. Medical Institutions in the State of Tamilnadu", for the year 2022-2024 with a price validity of 24 months from the date of notification of award.

2. Eligibility Criteria: -

- a. The bidder should be either manufacturer of the goods quoted or the authorized supplier by the manufacturer of the goods.
- b. The bidder must be a regular supplier of the goods at least for a period of 3 years on the date of bid opening.
- c. The bidder should furnish the information on past supplies and satisfactory performance in the Proforma given in **Annexure-IV**.
- d. The Bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.
- e. The GST registered bidders are only eligible to participate in the tender.
- Interested eligible Bidders may obtain further information from the office of the Tamilnadu Medical Services Corp. Ltd, 417, Pantheon Road, Egmore, Chennai 600 008. Tamilnadu.
- 4. A complete set of bidding documents may be purchased by any interested eligible bidder on submission of a written application to the above office and upon payment of a nonrefundable fee as indicated below in the form of a Demand Draft in favour of **Tamilnadu Medical Services Corp. Ltd., payable at Chennai. Alternatively the bidders are permitted to download the bidding document free of cost.**
- The bidding document may be obtained from the office of Tamilnadu Medical Services Corp. Ltd., 417, Pantheon Road, Egmore, Chennai-600 008, during office hours, from 10.00 hours to 17.00 hours on all working days either in person or by post.

| a) | Price of bidding document (Non-refundable) | : | Rs.5,725/- (Inclusive of all taxes) |
|----|--|---|--|
| b) | Postal charges, inland | : | Rs. 200/- (extra) |
| c) | Date of commencement of Sale of bidding document | : | 13.05.2022 |
| d) | Pre bid meeting | : | 20.05.2022, 11.00.A.M. at TNMSC HO, Chennai - 8 |
| e) | Last date for sale of Bidding Document | : | 30.05.2022 |
| f) | Last date and time for Receipt of bids | : | 31.05.2022, 11.00 AM. |
| g) | Time and date of Opening of Bids | : | 31.05.2022, 12.00 Noon |
| h) | Place of opening of bids | : | Tamilnadu Medical Services Corporation Ltd., 417, Pantheon Road, Egmore, Chennai 600 008. |
| i) | Address for communication | : | Tamilnadu Medical Services Corporation Ltd., 417, Pantheon Road, Egmore, Chennai 600 008. |

- 6. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above.
- 7. Bids will be opened in the presence of Bidders' representative who choose to attend on the specified date and time.
- 8. At any time prior to the dead line for submission of bids, TNMSC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder modify the bidding documents by an amendment. All prospective bidder who have received the bidding documents will be notified of the amendment in writing or by cable and that will be binding on them. In order to allow prospective bidders reasonable time to take the amendment in to account in preparing their bid, TNMSC may at its discretion, extend the dead line for the submission of bids.
- 9. The bid and all correspondence and documents shall be in English Language.
- 10. The bidder should furnish, in their bid the following for the items tendered
 - (a) Bid Security (Earnest Money Deposit)
 - (b) Duly attested photocopy of Industrial License (applicable for the manufacture bidder).

- (c) Documentary evidence for the constitution of the firm with details of the name, address, telephone number, fax No., e-mail address of the firm and of the Managing Director/Partners/Proprietor.
- (d) Authorization for a senior responsible Officer of the company with authorization to transact business.
- (e) Details of similar supplies done the last 3 Years in **Annexure IV** with copies of purchase orders.
- (f) Annual turnover statement for three years i.e. 2019 20, 2020 21 and 2021 22 duly attested by the Auditor.
- (g) Balance Sheet and Profit and Loss Account duly certified by the Auditors.
- (h) GST Registration Certificate and the returns submitted in the last 3 years.
- (i) The declaration form in **Annexure II**, signed by the bidder and notarized.
- (j) Declaration to the effect that the sample can be subjected to any (or all) types of Laboratory tests, as is deemed fit by the Committee of Experts of TNMSC (Annexure – III)
- (k) Details of manufacturing unit (applicable to the manufacturer bidder) in Annexure VII.
- (1) Manufacturer's authorization Form in **Annexure X**, applicable for manufacture bidder.
- (m) This original bid document and schedule signed by the bidder at all pages with Office Seal affixed.
- (n) The bidder shall submit a checklist of documents enclosed with their page number in the enclosed proforma in **Annexure VIII**.
- (o) Dully filled in price bid.
- (p) Performa for submission of samples in Annexure-VI
- (q) The bidder should furnish the details of the Bank name, Branch name, Account No., IFSC code and a copy of cancelled cheque leaf.
- 11. The bid shall be sealed indicating the Bid reference and bid description covers. The bid should reach the Managing Director, TamilNadu Medical Services Corporation Limited by **11.00 AM on 31.05.2022**. Bids will be opened at the Office of TamilNadu Medical Services Corporation Limited, Chennai-8 at **12.00 Noon on 31.05.2022** in the presence of the Bidders representative who choose to be present.

BID SECURITY

- 12.1 Each bid must be accompanied with Bid Security for the value specified by means of Banker's cheque or Demand Draft obtained from any scheduled bank in favour of TamilNadu Medical Services Corporation Limited payable at Chennai. The validity of the Demand Draft/Banker's Cheque furnished for Bid security should be not less than 15 days.
- 12.2 Domestic Enterprises (i.e., from Tamil Nadu) who is the manufacturer of the tendered product within the state and registered with MSME are eligible for EMD Exemption, otherwise not eligible.
- 12.3 Any bid not secured in accordance with the above will be rejected as non-responsive.
- 12.4 Unsuccessful bidder's bid security will be discharged / refunded as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed.
- 12.5 The successful bidder's bid security will be discharged upon the bidder signing the contract and furnishing the performance security.
- 12.6 The Bid security may be forfeited.
 - a. If a bidder withdraws its bid during the period of bid validity specified

(or)

- b. In case of a successful bidder, if the bidder fails:
 - i. To sign the contract; or
 - ii. To furnish performance security.

13. PEFORMANCE SECURITY

- 13.1 With in seven days of the notification of award by TNMSC, the successful bidder shall furnish the performance security for an amount of 5% (Five Percent) of the tentative quantity indicated in the schedule of requirement.
- 13.2 The Performance security should be paid in respect of the contract on or before the due date fixed, in the form of Demand Draft drawn in favour of the indenter or in the form of Bank guarantee issued by a Nationalized / scheduled bank in the form provided in Annexure IX. The BG shall be valid for a period of 60 days beyond the contract validity period.

14. PERIOD OF VALIDITY OF BIDS:-

14.1 Bids shall remain valid for 90 days after the date of bids opening prescribed by TNMSC. A Bid valid for a shorter period will be rejected as non- responsive.

<u>15. SIGNING OF CONTRACT</u>

15.1 The bidder whose bid is accepted shall sign a contract in the prescribed format in Annexure XI in a non-judicial stamp paper with the Managing Director, Tamilnadu Medical Services Corporation Limited, Chennai, within 7 days from the date of receipt of the order.

16. WARRANTY

16.1 The supplier shall warrant the goods supplied under this contract as new, unused and shall have guaranteed shelf life of 12 months from the date of delivery.

17. PRICES AND OTHER CONDITIONS

- 17.1. The details of the required items are shown in **Annexure V**. The quantity mentioned is only the probable requirement and may increase or decrease at the time of actual procurement. The rates quoted should not vary with the quantum of the order or the destination.
- 17.2. Bids should be typewritten or legibly written and every correction in the bid should invariably be attested by full signature by the bidder with date before submission of the bids, failing which the bid will become ineligible for further consideration. Corrections done with correction fluid should also be duly attested.
- 17.3. Bid has been called for items by description. The bidders should quote the rates for the items described as per the specification and not in any other trade / brand name. Any omission will result in the rejection of the bid.
- 17.4. Rates should be inclusive of Excise Duty but exclusive of GST. The rates should be quoted for each item separately on FOR basis. No bid for the supply of items with conditions like. "AT CURRENT MARKET RATES" shall be accepted and no bid in which the rate is quoted for a unit other than the one asked for shall be considered. No handling, clearing or transport charges etc. will be paid separately. Such charges shall be included in the quoted rates. The deliveries should be made as stipulated in the supply order placed with successful bidders.
- 17.5. Each bid should contain not only the rate but also the total value of each item quoted for supply in the respective columns.

- 17.6. The rates quoted and accepted will be binding on the bidder for the stipulated period and on no account will any increase in the price be entertained till the completion of the tender / contract period.
- 17.7 No bidder shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rates quoted by them. Clerical error, typographical error etc., committed by the bidder in the bid forms shall not be considered after opening the tenders. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstance and the bids of those who have given such conditions shall be treated as incomplete and for that reason, shall be summarily rejected.

18. PACKING

18.1 The items shall be supplied in suitable packings to prevent damage or deterioration during transit.

19. QUALITY TESTING

- 19.1 Samples of supplies in each batch may be chosen at the point of supply or distribution / storage points for testing / evaluation. The samples will be sent to the Laboratories for testing as decided by TNMSC / End user. Handling and testing charges will have to be borne by the supplier.
- 19.2 If samples are chosen, then the supplies will be deemed to be completed only upon receipt of the quality certificates from the Institutions. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the samples do not conform to statutory standards, the tenderer will be liable for relevant action under the existing laws and the entire stock should be taken back by the supplier within a period of 7 days of the receipt of the letter from the indentor. The stock shall be taken back at the expense of the supplier. The indentor has the right to destroy such substandard goods if the supplier does not take back the goods within the stipulated time. The suppliers for the product shall be blacklisted and no further supplies accepted from him till he is legally cleared. The supplier is also not be eligible to participate in TNMSC tenders for supply of such items for a period of three subsequent years.
- 19.3 The bidder should clearly understand that the decision of the Managing Director, TamilNadu Medical Services Corporation Limited, Chennai, or any Officer authorized by him as to the quality of the supplied items shall be final and binding.

20. ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS

- 20.1 The Managing Director, TamilNadu Medical Services Corporation Limited reserves to himself the right to reject the bids or to accept the bids for the supply of all articles or for any one or more of the articles tendered for in a bid without assigning any reason.
- 20.2 The Managing Director, TamilNadu Medical Services Corporation Limited will be at liberty to terminate without assigning any reasons therefore the contract either wholly or in part on one-week notice. The supplier will not be entitled for any compensation whatsoever in respect of such termination.
 - 20.3. The acceptance of the bids shall be communicated to the bidder in writing.

<u>21. DELIVERY PERIOD: -</u>

- 21.1 The supply should be completed within 30 days from the date of receipt of firm order from the indentor. If no supply is received even after 30 days of receipt of the firm order, such orders stand cancelled automatically without further notice. They shall also suffer forfeiture of the Performance Security. However the delayed supply may be accepted at the sole discretion of the Purchaser with levy of liquidated damages at the rate of 0.5% of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof of the prices of the delayed goods until actual delivery, subject to a maximum deduction of 10% of the order value. However for the 1st supply after the notification of award, a maximum of 45 Days will be permitted to complete the supply for the purpose of L.D. The frequency of order placement is planned as once in one month.
- 21.2. If the supplier fails to execute the supply within the stipulated time, the indentor is empowered to make emergency purchases and claim the difference in total cost from the supplier in addition to other penal action.
- 21.3 The Managing Director, TNMSC Ltd., or his authorized representative(s) has the right to inspect the factories of those companies who have submitted the bid before accepting their bid.
- 21.4 Place of delivery :
 - a. For the Medical College Hospital and Institutions under the control of Director of Medical Education, the delivery places will be to the respective Medical Institutions.

- b. For the Secondary care hospitals under the control of DM&RHS the delivery places will be the concerned JDHS offices at the Districts.
- c. For the Institutions under DPH&PM, the delivery places will be the concerned DDHS offices of the Districts.

22. PAYMENT

- 22.1. No advance payment will be made.
- 22.2. 100% payment will be made after completion of the supply by respective indentor.
- 23 If the successful bidder fails to execute the agreement and /or deposit the required Performance Security within the time specified or withdraws his bid during the validity period, the Bid Security paid by him along with the bid will be forfeited and he will also be liable for all damages sustained by TNMSC due to such breach including the liability to pay any difference in prices paid by the indenting authority for the procurement of the items concerned. Such damages shall be assessed by the Managing Director, TNMSC whose decision is final and the amount so assessed is recoverable by proceeding under the TamilNadu Revenue Act 1864 (Madras Act.II of 1864 as an arrear of Land Revenue).
- 24 If any of the items which the successful bidder has failed to supply, it will be open to indentor to purchase a substitute for the said item and to recover from the bidder the difference, if any between the price or prices of the substituted articles which may be purchased or the moneys which may have been paid for the same and the price or prices payable under the contract to the successful bidder.
- 25 The opinion of the indentor as to the availability of the items in the local market and as to the nature and quality of the substitute to be purchased is final and binding on the bidder.
- 26 No claims shall lie against the Tamil Nadu Medical Services Corporation Limited, Chennai and the indentor in respect of interest on Bid Security and Performance Security.
- 27 In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Civil Court within the city of Chennai.
- 28 Since the commodity to be purchased is so vital in nature and the failure in supply would affect the public interest and that is necessary to have more than one supplier, the purchaser may place orders on tenderer quoting the lowest evaluated price for not less than 60% of the quantity covered in the tender at the price quoted by him and place orders for the remaining quantity on the tenderer quoting the next lowest prices at the lowest evaluated price.

ANNEXURE-I

TECHNICAL SPECIFICATION

| Sl. No. | Size Blue sensitive double sided emulsion coated X-ray Films for Medical Radiography in sheet form in nominal size mentioned below as per IS9644/80 – Each Packet consisting of 50 Films | Quantity (50 film per packet) |
|------------|---|-------------------------------------|
| 1 | 6.5" x 8.5" | 280 |
| 2 | 8" x 10" | 1500 |
| 3 | 10" x 12" | 2005 |
| 4 | 11" x 14" | 130 |
| 5 | 12" x 12" | 270 |
| 6 | 12" x 15" | 2500 |
| 7 | 14" x 14" | 80 |
| 8 | 14" x 17" | 180 |

SPECIAL CONDITIONS

Bidders who do not posses the eligibility criteria specified in the bid document will not be considered for evaluation.

NOTE ON PRICE BID

The bidders shall include in their scope, all the cost for materials, manufacturing and delivery of the items to the destinations on FOR basis. The GST if applicable shall be indicated separately. No additional claims on price will be entertained under any circumstances.

SCHEDULE OF REQUIREMENTS

| Sl. No. I | Size Blue sensitive double sided emulsion coated X-ray Films for Medical Radiography in sheet form in nominal size mentioned below as per IS9644/80 – Each Packet consisting of 50 Films | Quantity (50 films per packet) | Bid security (Rs) |
|-----------------|--|---|----------------------|
| 1 | 6.5" x 8.5" | 280 | Rs.1,200/- |
| 2 | 8" x 10" | 1500 | Rs.10,000/- |
| 3 | 10" x 12" | 2005 | Rs.20,000/- |
| 4 | 11" x 14" | 130 | Rs.1,500/- |
| 5 | 12" x 12" | 270 | Rs.3,000/- |
| 6 | 12" x 15" | 2500 | Rs.35,000/- |
| 7 | 14" x 14" | 80 | Rs.1,200/- |
| 8 | 14" x 17" | 180 | Rs.3,500/- |

Delivery Schedule: For the 1st supply after the notification of award, a maximum of 45 Days will be permitted to complete the supply for the purpose of L.D. The frequency of order placement is planned as once in one month and the delivery will be made within 30 days from the date of receipt of indent/order.

Note: The items shall be delivered to the Govt. Medical Institutions as and when required based on the indents placed by the Institutions during the contract period.

ANNEXURE II Ref. Clause No. 10 (i)

DECLARATION FORM

BID REFERENCE:

| our | _have | I/ We |
|--------|-------------|---|
| at | Office | |
| ons of | ne conditio | do declare that I/We have carefully read all th |

bid documents and hereby agree to all the conditions and supply the items as per scheduled delivery period of the purchase order and abide by all the conditions set forth therein.

| Signature | : |
|------------------------------|---|
| Date | : |
| Name of the firm and address | : |

ATTESTED BY NOTARY PUBLIC

ANNEXURE III Ref. Clause No. 10 (j)

DECLARATION FOR SAMPLE TESTING

I / We do hereby declare that I / We will agree to TNMSC Ltd., subjecting the samples to any or all types of Laboratory test as it deemed fit by the Committee of experts of TNMSC Ltd.

Signature

Attested by Notary Public.

ANNEXURE IV

Ref. Clause No. 2 (c) &10 (e)

Proforma for Performance Statement

(for a period of last 3 years)

Name of firm_____

| Name of the work | Year of execution | Quantity | Purchase order reference | Name and full address of the purchaser* |
|---------------------|----------------------|----------|--------------------------------|---|
| 1 | 2 | 3 | 4 | 5 |

Signature and seal of the Bidder_____

* Details of similar works done for Government Institutions shall be separately indicated.

Note: Copy of Purchase Order / Performance Certificate of the Purchaser shall be furnished for each supply / work indicated above.

ANNEXURE V

PRICE SCHEDULE

BID REFERENCE:

| Item | Quantity in packets (50 film per packet) | Unit Rate (Rs) in figures | Unit Rate (Rs) in words | GST payable if contract is awarded along with the HSN code/Rate of GST |
|--|--|------------------------------|--|---|
| Blue sensitive double sided emulsion coated X-ra Each Packet consisting of 50 Films | y Films for Me | dical Radiography in sh | Blue sensitive double sided emulsion coated X-ray Films for Medical Radiography in sheet form in nominal size mentioned below as per IS9644/80 – Each Packet consisting of 50 Films | low as per IS9644/80 – |
| | 280 | | | |
| | 1500 | | | |
| | 2005 | | | |
| | 130 | | | |
| | 270 | | | |
| | 2500 | | | |
| | 80 | | | |
| | 180 | | | |

Note: In case of discrepancy between figures and words, words shall prevail.

Signature of the Bidder.

Business Address.

Place:

Date:

17

ANNEXURE VI Ref. Clause No. 10 (p)

PROFORMA FOR SUBMISSION OF SAMPLES

01. Name of the Bidder :

Address :

Sl.No. Item No. of the Name of the item Qty. Submitted Bid

Station :

Signature : Date :

ANNEXURE - VII Ref. Clause No. 10 (k)

| DETAILS | OF MA | NUFA | CTURING | UNIT |
|---------|-------|------|---------|------|
|---------|-------|------|---------|------|

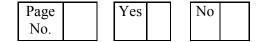
| Name of the Tenderer & Full Address | : |
|--|---|
| Phone Nos. | : |
| Fax | : |
| E-Mail | : |
| Date of Inception | : |
| Licence No. & Date | : |
| Issued by | : |
| Valid up to | : |
| i). Details of machineries available (please specify) (Attach separate sheets if necessary) | |
| a). Nos. Owned. | |
| b). Make. | |
| c). Capacity. | |
| Name of the authorized signatory | : |
| Specimen signature of the authorized Signatory | : |

Note: The details of unit shall be for the premises where the items quoted are actually to be made.

COVER

- 1. Bid Security
- 2. Documentary evidence for the constitution of the firm
- 3. Authorization to a senior responsible officer of the firm.
- 4. Annual turnover statement for 3 years
- 5. Balance sheet & Profit & Loss Account
- 6. GST Registration Certificate and the returns submitted in the last 3 years
- 7. Annexure II (Declaration)
- 8. Declaration for sample testing (Annexure III).
- 9. Details of similar work done in the last 3 years Annexure (IV).
- 10. Samples (with Annexure VI)
- 11. Annexure VII Details of manufacturing unit.
- 12. Tender document conditions and schedules, duly signed by the Bidder.
- 13) Annexure V (price bid)

| Page No. | Yes | No |
|-------------|-----|----|
| Page No. | Yes | No |
| | Yes | No |
| Page No. | Yes | No |
| Page No. | Yes | No |
| Page No. | Yes | No |



(Ref. Clause -13.2)

PERFORMANCE SECURITY FORM

To: (Name of *Purchaser*)

| WHEREAS | (Name | of the | Supplier) |) herein | called "the |
|---|--------------|--------|-----------|-----------|-------------|
| Supplier" has undertaken, in pursuance of | Contract No | | dated, | | to supply |
| | (Description | of Goo | ds and S | Services) | hereinafter |
| called "the Contract". | | | | , | |

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee

This guarantee is valid until the day of 200 .

Signature and Seal of Guarantors

.....

.....

.....

<u>ANNEXURE - X</u> Refer Clause No. 10(l)

MANUFACTURER'S AUTHORISATION FORM

No..... dated

.....

Dear Sir,

То

Tender No.

We ______ who are established and reputable manufacturers of ______ having factories at ______ and _____ do hereby authorise M/s._____ (Name and address of Representative) to submit a bid, and subsequently negotiate and sign the contract with you against the above Tender.

No company or firm or individual other than M/s._____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific Tender.

We hereby extend our full guarantee and warranty as per the terms of the contract for the goods offered for supply against this invitation for bid by the above firm.

Yours faithfully,

(Name) for and on behalf of M/s._____ (Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Annexure- XI (Refer Clause – 15)

CONTRACT AGREEMENT FORM

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:

- (a) the Bid Form and Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the *Purchaser*'s Notification of Award
- 3. In consideration of the payments to be made by the *Purchaser* to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the *Purchaser* to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The *Purchaser* hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:

| S.No. | Brief Description of goods | Quantity to be Supplied | Unit Price | Total Amount (3 x 4) | GST Payable |
|-------|-------------------------------|----------------------------|------------|----------------------|----------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | Value: 5 + 6 ery Schedule: | | | | |

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written. Signed, Sealed and Delivered by the

said (For the *Purchaser*)

in the presence of

Signed, Sealed and Delivered by the

said(For the Supplier) (Signature, Name, Designation and Address with Office seal)

in the presence of

| 1) | (Signature, Name and Address of witness) |
|----|--|
| 2) | (Signature, Name and Address of witness) |