



मुरगांव पत्तन न्यास-चिकित्सा विभाग
MORMUGAO PORT TRUST-MEDICAL DEPARTMENT
MEDICAL PROCUREMENT & STORES
HEADLAND, SADA, MORMUGAO, GOA-403 804

Phone: CMO: 0832-2521377, 2594901,
Dy.MM- 2594918, Stores-2594924/37
E-Mail: sateesh.vernekar@mptgoa.com
medicalstores@mptgoa.com
Website: www.mptgoa.com

*All correspondences should be addressed to the
Chief Medical Officer*

MD/Stores/H2006110/ 720(c)

Date: 6-07-2016

By Speed Post

To,
M/s United BioTech (P) Ltd
FC/B-1 (Extn)
Mohan Co-Op Industrail Estate,
Mathura Road
New Delhi- 110044

Dear Sir


Sub: Supply of 2500 nos, of Inj Ticarcillin+Clavulanic Acid, 3.1 gm

Mormugao Port Trust invites tender in two-bid system for supply of approx. 2500 nos, of **Inj Ticarcillin+Clavulanic Acid, 3.1 gm** directly from you or through your authorized dealers / distributors / stockist. The details of tender document is available in the MPT web site: www.mptgoa.com.

You are kindly requested to furnish your detailed offer or authorize your dealers / distributors for participating in the subject tender.

Thanking you,
CC to :

M/s United BioTech (P) Ltd
1430, 17th B Mains
Behind Woodys Hotel
JP Nagar II Phase
Bangalore 560072


(Dr. Nimish V. Pillai)
Chief Medical Officer

CC :

1. All the registered suppliers.
2. MPT web site

Tender for supply of **Inj Ticarcillin+Clavulanic Acid, 3.1 gm**

Page 1

(All pages of tender set should be signed by the bidders in acceptance of all our tender terms and conditions and submitted in Cover-I)

Office Seal

Signature of Bidder with date



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TENDER

**Sub: Limited tender for supply of Inj Ticarcillin + Clavulanic Acid, 3.1 gm
manufactured by "United Biotech"**

EMD: Rs 15,000/- (Fifteen thousand only)

Ref: limited Tender No.: MD-Stores-H2006110-2016- 218 in two-bid system.

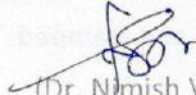
- (i) Last of submission tender on: **26-07-2016 at 15.00 hrs.**
- (ii) Technical Bid Opening: on **26-07-2016 at 15.30 hrs.**

Mormugao Port Trust invites tender in two-bid system for supply of approx. 2500 nos,(+/- 10%) of Inj Ticarcillin+ Clavulanic Acid, 3.1 gm manufactured by "United Biotech" to be supplied in 4-6 staggered lots directly from the manufacturing company or their authorized dealers / distributors / stockist. The details of tender document is available in the MPT web site: www.mptgoa.com.

The eligible Bidders can submit their offers in two-bid system, up to last date and time of submission of Bid document.

- (i) **COVER-I - TECHNO COMMERCIAL (un priced)**
- (ii) **COVER-II - PRICE OFFER (indicating only rates)**

The administration reserves the right to reject any or all tenders or accept any tender wholly or in part without assigning any reason whatsoever.


(Dr. Nimish V. Pillai)
Chief Medical Officer



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ELIGIBILITY CRITERIA

(Pre-Qualification Criteria)

1. The Manufacturer or the authorized dealers / distributors / stockist appointed by the manufacturer are eligible to quote against this tender.
2. The dealers / distributors / stockist quoting on behalf of manufacturer should furnish Valid Authorization letters from their principal manufacturing company to quote & supply subject item to Mormugao Port Trust Hospital at Vasco-da-Gama, Goa against this particular tender, failing which their offers will not be considered.
3. In addition, the dealers / distributors / stockist quoting should furnish the copy of order for having supplied at least 50% of the tendered quantity of subject item to any reputed hospital for last 2 years to participate & qualify for this tender.


Chief Medical Officer

Name, signature & seal of the tenderer

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UNDERTAKING REGARDING FULFILLING FDA REQUIREMENT

To,
The Chief Medical Officer
Mormugao Port Trust Hospital,
Mormugao Port Trust
Headland Sada.

I/We _____ hereby undertake that we/ our principals possess all mandatory FDA certificates enlisted below: in their possession.

Further, we hereby undertake the responsibility to produce all such valid FDA certificates as and when required for verifications. In case we fail to produce any such certificate in time, we authorize you, to cancel order awarded on us and take appropriate action deemed fit from your side. Further, we also authorize you to forfeit our EMD or en-cash the Security deposit amount. We also confirm that, we/ our Principal companies meet all the statutory requirement laid down by FDA from time to time.

- (i) Valid Drug manufacturing license from FDA.
- (ii) **Valid WHO** Certificate certifying that the manufacturer is **following GMP** as laid down under Rules from FDA.
- (iii) Valid Certificate from the FDA that the manufacturer is **not convicted/prosecuted** under the Drugs and Cosmetics Act for manufacturing substandard or spurious drugs. **This certificate should not be more than one year old.**
- (iv) Valid Certificate from the state FDA that the manufacturer is **manufacturing and marketing** product quoted for a **minimum period of preceding three years.**
- (v) Valid Certificate from the FDA or from the Company certifying that that **"no case is pending"** against the manufacturer under drugs and cosmetics act for manufacturing substandard or spurious drugs quoted in this tender.

Signature of the Tenderer

Name..... Designation.....

Place: _____

Tender for supply of Inj Ticarcillin+Clavulanic Acid, 3.1 gm

Page 4

(All pages of tender set should be signed by the bidders in acceptance of all our tender terms and conditions and submitted in Cover-I)

Office Seal

Signature of Bidder with date



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Instructions to Tenderers

GENERAL

1. Only manufacturers and dealers with experience are eligible to quote for this tender.
2. The tender reference & due date should be super scribed on the envelope and the same should be forwarded to the Chief Medical Officer , Mormugao Port Trust, Headland, Sada , so as to reach him not later than 15.00 hrs. on the due date. Tenders received after the due date and time will not be considered for opening. Tenders received before the last date and in time will be opened at 15.30 hrs. on the due date in the presence of the tenderers or their authorized representatives who may choose to be present.
3. The tenderers shall deposit the Earnest Money Deposit amount of Rs 15,000/- by Demand Draft drawn in favour of the Financial Advisor & Chief Account Officer, Mormugao Port Trust, Goa payable at Mormugao Harbour, Goa. The Finance Advisor & Chief Account Officer must be advised that the amount being deposited in connection with the Tender No. **MD-Stores-H2006110-2016- 218 due on 26.07.2016**. The Earnest Money Deposit i.e. DD in original shall be sent duly enclosed in the Cover marked "Techno Commercial Offer" Cover I. Offers without the Earnest Money Deposit in Cover - I will not be considered.
4. The tender Earnest Money deposits of unsuccessful tenderers will be refunded by EFT, after a decision has been reached as regards to the acceptance of the tender. Kindly furnish your full bank details along with your offer as per attached format.
5. The prices should be quoted item wise separately. Prices quoted on lump sum basis (i.e. for all the items taken together) will not be considered and the offer is liable to be rejected.
6. Offers should not contain any sort of conditional discounts based on quantity or value of order. Offers containing such conditional discounts will be rejected.
7. The prices should be valid for part quantities also.
8. We are not entitled for "C" or "D" forms. As such full C.S.T. will be applicable. Any statutory changes in taxes can be considered only if these changes occur within the contractual delivery period.



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9. EXCISE DUTY: The quantum of excise duty applicable will not be considered for evaluation of the tender wherever the Port is eligible for CENVAT Credit. The manufacturers will have to produce the Tax invoice and all other documentary evidence required for availing the CENVAT Credit. The manufacturers should confirm that they can produce all the documentary evidence required by the Excise authorities to enable Port avail CENVAT Credit. In case they are unable to provide the documentary evidence required to avail the CENVAT Credit, their offer will be evaluated including the Excise Duty component.
10. The Tender Conditions, Conditions of Contract and the Tender Form attached should be signed and submitted along with your Techno-Commercial Offer in acceptance of all the terms and conditions mentioned therein. In case this is not done the tender is liable to be rejected.
11. The offer submitted should satisfy all technical specifications; else the offer is liable to be rejected.
12. If the offers are found to deviate from our commercial terms & conditions and technical specifications they are liable to be rejected.
13. All documentary evidence and information requested should be furnished along with your offer without fail.
14. Please note that the Port does not extend any concession such as exemption in payment of EMD, Security Deposit, and price preference etc. to small scale industries registered with the NSIC.
15. The Administration reserves the right to reject any tender in part or in whole without assigning any reason for doing so.


Chief Medical officer

NOTE: The above format should be attached to your offer duly signed and stamped failing which your offer will be considered as incomplete and liable for rejection. Further, ensure that every page is signed and stamped to your offer duly signed and stamped failing which your offer will be rejected



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Tender Conditions

- PRICES :** The tenderers should furnish their MRP, Basic unit rate and VAT in percentage in the Cover-II. The prices should be quoted on **F.O.R. destination basis** to be supplied to our stores at MPT Hospital on door delivery basis.
- Offers should not contain any sort of conditional discounts based on quantity or value of order. Offers containing such conditional discounts will be rejected.
- The prices should be valid for part quantities also. We are not entitled for "C" or "D" forms. As such full C.S.T./VAT will be applicable. Any statutory changes in taxes can be considered only if these changes occur within the contractual delivery period. Prices quoted should be applicable to Govt. Hospitals/Institutions; CST/VAT if applicable should be clearly indicated by percentage and not as 'EXTRA AS APPLICABLE', otherwise tender will not be considered. Rate and unit offered for the supply of items, shall be quoted in both in figures as well as in words.
- The rate quoted shall remain firm for supply of entire quantity included in the tender. The rate quoted shall remain firm for supply of entire quantity included in the tender. However, the Price quoted will be subject to price escalation criteria i.e. the discount offered by the party on MRP while submitting the offer will **remain firm**. However, in case the MRP rates are increased /decreased the final price will be arrived based on the prevailing MRP (with documentary proof) and firm discount offered initially on the date of submission of offer.
- QUANTITY:** ^{Handwritten: 2500 nos} Approx. ~~12000~~ nos, to be supplied in 4-6 staggered lots as per our actual requirement. Quantities indicated in the tender are approximate projected requirement for **12-18 months duration**. Orders will be released from time to time as per our actual requirement. There shall be no contractual liability on the Port to order full quantity as projected. Right to increase or decrease quantity shall vest with Chief Medical Officer, Mormugao Port Trust.
- DELIVERY:** The medicines shall be supplied within **4 weeks (30 days)** of receipt of orders. The material shall be supplied to our Stores Depot at MPT Hospital, Headland Sada, Mormugao, Goa. The delay in supply beyond 4 weeks from the date of issue of order will be liable for Liquidated Damages (L.D.).
- PAYMENT:** Our payment terms will be 100% within 30 days on receipt of materials/bills whichever is later only through EFT.



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8. **LIQUIDATED DAMAGES:** In the event of delay in supply, liquidated damages at 1% of the total basic value of the undelivered quantity will be levied per week or part thereof of delay. The total liquidated damages shall however not exceed 10% of the total basic value of the Order. The total basic value here means the total value of the Order exclusive of VAT, excise duty etc. The date of receipt of medicine in our Stores will be considered as date of delivery for the purpose of liquidated damages.
9. **FORCE MAJEURE & EXTENSION IN DELIVERY PERIOD:** In case of failure to deliver the material/medicine in time which shall have arisen from war, insurrection, restraint imposed by the Govt., Act or legislation or other authority, accident, strike, riot, lockout or unforeseen events beyond human control directly or indirectly interfering with the supplies of stores or from any cause which the purchaser may admit as reasonable ground for an extension of time, the purchaser will allow such additional time he considers reasonable provided that the contractors/suppliers shall report immediately to the purchaser on the occurrence of any such cause as aforesaid which will or might affect the performance of the contract. Request for extension received after expiry of the delivery schedule will not be entertained.
10. **ACTION AGAINST TENDERERS WHO FAILS TO SUPPLY ORDERED MEDICINES:** The ordered medicines should be made available to the hospital within 4 weeks from the date of issue of orders, failing which Port may initiate appropriate action against such Pharmaceutical Company suppliers/repeated defaulters on case-to-case basis.
11. **REMOVAL OF REJECTED MATERIALS/MEDICINES:** The supplier will remove the rejected materials/medicine within 7 days of the date of issue of the rejection letter, failing which the responsibility of Port will cease and the material/medicine will remain at entire risk of Supplier.
12. **PENALTY :** In case the supplier supplies medicines of sub-standard quality or of brand other than the approved one or fails to replace the medicines which are rejected on account of sub-standard/defective or in alternative fails to give the credit note for the rejected/expired medicines, supplier will be penalized by forfeiting the Security Deposit furnished in favour of the Board and/or appropriate action as deemed fit shall be initiated against the supplier.
13. **EXPIRY OF MEDICINES:** The expiry period of the item shall not be less than $2/3^{\text{rd}}$ of the manufacturing shelf life at the time of supply & in case the item even if having $2/3^{\text{rd}}$ shelf life remains unused for 3 months prior to date of expiry, the same shall be collected immediately upon intimation and replaced immediately by fresh stock having longer expiry or credit note shall be issued immediately against the equivalent value of medicine/material due to expire. In case the expired medicines are not collected by the suppliers Port will deduct such equivalent amount from their running bills or from their security deposit amount.



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14. **STORING:** Medicines which require being stored below normal temperature shall be supplied with colour tags.
15. **INDEMNITY :** The supplier shall at all times indemnify the Port Hospital against all claims which may arise in respect of the medicines supplied for infringement of any right protected by patent, registration of design or trademark and claims/damages arising out of supply of substandard medicine/material.
16. **INSPECTION:** The medicines/materials supplied will be inspected by our QCO/Doctors, The supplies which are found not according to description (composition)/manufacturers/brands of medicines or otherwise defective or substandard in quality or otherwise found unsuitable, will be rejected outright.
17. **TESTING** Regular and random testing of drugs will be undertaken from Govt. /Govt. approved laboratories at the time of supply and at any time during the shelf life or whenever any defect is noticed. If any store/ stores supplied against this order acceptance of tender, are found to be not of standard quality on test analysis from Govt. / Govt. approved laboratory and/ or on inspection by competent authority, the fact that part or whole of the supplied stores may have been consumed. If the product is found to be not of standard quality, the cost of testing shall be recovered from the supplier. The purchaser reserves the right to get the drugs analyzed chemically by referring to Govt. Drug Controller and on receipt of his opinion as to the quality of the drug / chemical / item, the acceptance or rejection of the same will be decided. Purchaser's decision shall be final and cannot be a subject matter of any legal dispute.
18. **SECURITY DEPOSIT :** Within 14 days of acceptance of the tender, the successful tenderer will be required to furnish a Security Deposit equal to 5% of the value of the order by Demand Draft or Bank Guarantee from a Scheduled Bank. The Demand Draft shall be drawn in favour of the Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, Goa payable at Mormugao Harbour/Vasco-da-Gama, Goa. However, in case the Security Deposit is furnished by way of Bank Guarantee (B.G.) the same shall be valid for a minimum period of **18 months** from the date of receipt of order. The B.G shall be given in the prescribed format.. Failure to furnish Security Deposit or Bank Guarantee, within 14 days of the of acceptance of tender shall entail immediate cancellation of the acceptance of the tender and forfeiture of Earnest Money Deposit.
19. **CHARGES FOR TESTING OF MEDICINES:** The supplier shall be required to reimburse to Port Hospital, any expenditure incurred in getting the supplied medicines tested, if any.



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20. **AGREEMENT:** The supplier will have to enter into an agreement with the Port Administration in the prescribed format on a stamped paper of Rs.50/-, within 14 days of the acceptance of tender, for satisfactory execution of the order. Cost of stamped paper shall be borne by the supplier. Failure to enter into an Agreement shall entail immediate cancellation of the acceptance of the tender and forfeiture of Earnest Money Deposit.
21. **TRANSPORTATION:** - The materials/medicines shall be dispatched by suitable transport, duly packed and insured at suppliers' cost, through any reliable Transport Co. The materials/medicines shall be dispatched and consigned to the Chief Medical Officer, Mormugao Port Trust Hospital, Headland, Sada, Mormugao, Goa on "freight paid/door delivery" basis.
22. **PACKING:** The materials/medicines shall be suitably packed to withstand the hazards of transportations.
23. **I.T. CERTIFICATE:** Tenders shall be accompanied by a copy of latest Income Tax clearance Certificate or else the tenderer shall indicate PAN number and submit a copy of PAN Card.
24. **VALIDITY:** The offer shall be valid for a minimum period of **90 days** from the date of opening of the tender. In the event of the tenderer withdrawing the tender before the expiry of the validity of the offer, the tender Earnest Money Deposit shall be forfeited to the Mormugao Port Trust.
25. **JURISDICTION:** In case of any dispute, the jurisdiction will be GOA only.
26. The Administration reserves the right to reject any tender in part or in whole without assigning any reason for doing so.

Chief Medical Officer

We hereby certify that we agree to all the above tender conditions of contract attached to the tender.

Name : _____

SIGNATURE & SEAL OF THE TENDERER

Tender for supply of Inj Ticarcillin+Clavulanic Acid, 3.1 gm

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Office Seal

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Conditions of Contract

1 DEFINITIONS:-

- (a) PURCHASER means *Chief Medical Officer* on behalf of the Chairman of the Board of Trustees of Mormugao Port trust.
- (b) *INSPECTION OFFICER* means the person, firm or department nominated by the purchaser to inspect stores on his behalf.
- (c) *CONTRACTOR* means the person, firm or company whose tender is accepted.

2 CONTRACT : This contract is for the supply of stores of the description at the rate in the quotation as and at the time and place detailed in the Schedule Order.

3 DELIVERY: The contractor shall arrange deliveries of stores as detailed in supply order the time and place and the manner specified therein.

4 DELIVERY THE ESSENCE OF THE CONTRACT: The time given for delivery or dispatch shall start from the date of receipt of order by the Contractor. The time for the date of delivery or dispatch stipulated in the Schedule/Order shall be deemed to be the essence of the contract. In the event of the Contractor failing to effect delivery in the manner aforesaid, the Purchaser shall be entitled to recover from Contractor as Liquidated Damages and not as penalty a sum not exceeding 1% of the price of stores which the Contractor has failed to deliver as aforesaid for every week or part thereof during which the delivery of such stores may be delayed. The Max liquidated damages not to exceed 10% of the value of the materials ordered. If the Contractor shall delay to complete the supplies or instalment thereof as provided in the Schedule/Order by a period greater than 8 (eight) week, the purchaser may without prejudice to his claim for Liquidated Damages, terminate the contractor and shall be entitled to purchase elsewhere on the account and at the cost of the Contractor, the stores which the contract has failed to deliver and the Contractor shall be liable for any loss or damages which the Purchaser may sustain of such failure on the part of the Contractor.

If failure to deliver the goods shall have arisen from war, insurrection, restraint imposed by Government Act of Legislation or other authority, accident, strike, riot, lockout, or unforeseen events beyond human control directly or indirectly interfering with the supplies of stores or from any cause which the purchaser may admit as reasonable ground for an extension of time, the Purchaser will allow such additional time he considers reasonable provided that the contractor shall report to the purchaser the occurrence of any cause as aforesaid which will or



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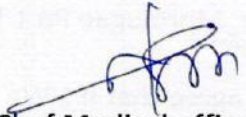
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might affect the performance of the contract within a reasonable time. Requests for extension received after expiry of the delivery schedule will not be entertained.

- 5 **INSPECTION NOTICE** : When inspection during manufacture or before delivery is required, notice in writing shall be sent by the Contractor to the Inspection Officer, when stores are ready for inspection and no stores shall be delivered until the inspection officer has certified that the stores have been approved by him.
- 6 **REMOVAL OF REJECTION**: When any stores delivered to the consignee are rejected at the consignee's depot on account of default on the part of the Contractor, they shall be removed by the Contractor within 14 days from the date of intimation of rejection to the Contractor. In case in which a contract is placed for delivery F.O.R. station of dispatch, the rejected stores may be taken back by the supplier either at the consignee depot or at the station from which they were sent. In either of these cases, the Contractor elects to take back the stores at the station of dispatch; the goods shall be booked on account and risk of the Contractor.
- 7 **PAYMENT**: Unless otherwise agreed between the purchaser and the contractor, the payment of materials will be made as detailed in the order.
- 8 The Administration reserves the right to accept plus or minus 10% of the quantities ordered.
- 9 The Administration reserves the right to accept/reject in part or in whole the tender without assigning any reason whatsoever.

CONTRACTOR'S SIGNATURE


Chief Medical officer

NOTE: The above format should be attached to your offer duly signed and stamped failing which your offer will be considered as incomplete and liable for rejection. Further, ensure that every page is signed and stamped.



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TENDER FORM

To,
The Chief Medical Officer
Mormugao Port Trust Hospital,
Mormugao Port Trust
Headland Sada.

I/We _____ do hereby tender to supply and deliver to the Chief Medical Officer, materials/medicines of the description and in quantities and in the manner detailed in the terms and conditions of contract.

I/We agree that if my/our tender is accepted in whole or in part, to execute an agreement within 14 days of communication to me /us of such acceptance, for the supply of medicines to the Chief Medical Officer. I/we agree that the stamped paper and legal costs for the execution of the Agreement shall be borne by me/us.

I/We further agree, that if my/our tender is accepted, to deposit an amount equal to 5% of the value of the quoted items as Security Deposit by Demand Draft or in the form of Bank Guarantee from any scheduled Bank, within 14 days of such acceptance, with the Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, Headland Sada, Mormugao, Goa.

I/We further agree that if I/We decline to execute an agreement within 14 days of intimation to that effect, my/our tender shall not be accepted and my/our tender EMD shall be forfeited to the Port Administration.

Signature of the Tenderer

Name..... Designation.....
Address of the Tenderer.....
.....

Place: _____

Supplier /Authorized Signatory of Supplier



An ISO 9001 : 2008 Port
ISPS CODE Compliant

मुरगांव पत्तन न्यास-चिकित्सा विभाग
MORMUGAO PORT TRUST-MEDICAL DEPARTMENT
MEDICAL PROCUREMENT & STORES
HEADLAND, SADA, MORMUGAO, GOA-403 804

Phone: CMO: 0832-2521377, 2594901,

Dy.MM- 2594918, Stores-2594924/37

E-Mail: sateesh.vernekar@mptgoa.com

medicalstores@mptgoa.com

Website: www.mptgoa.com

*All correspondences should be addressed to the
Chief Medical Officer*

ANNEXURE-I

(To be submitted in cover-I)

Techno Commercial Schedule - COVER - I

Code No.	Description	Qty.	P.F in %	E.D. in %	CST in %	Frei ght in %	Insu rance in %	Others, if any in %	Brand Name
H200 6110	Inj Ticarcillin+Clavulanic Acid, 3.1 gm manufactured by "United Biotech"	2500 nos (+/- 10%)							

1. The tenderers are requested to fill up the above details and submit the same in cover - I
2. Offers not given in above format are liable to be rejected. ED-Excise Duty CST-Central Sales Tax, P/F- Packing & Forwarding
3. ED-Excise Duty CST-Central Sales Tax, P/F- Packing & Forwarding

Date: _____

Name, Signature & Seal of the Tenderer

Tender for supply of Inj Ticarcillin+Clavulanic Acid, 3.1 gm

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(All pages of tender set should be signed by the bidders in acceptance of all our tender terms and conditions and submitted in Cover-I)

Office Seal

Signature of Bidder with date



An ISO 9001 : 2008 Port
ISPS CODE Compliant

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Chief Medical Officer*

ANNEXURE-II

(to be submitted in Cover -II)

Price Schedule - COVER II

Code No.	Description	Qty.	U/R ate (Basic) (Rs.) (a)	P.F. in % (b)	E.D in % (c)	CST in % (d)	Fre ight in % (e)	Insu rance in % (f)	Others , if any in % (g)	Total (For Destin ation Price (Rs.) (a+b+c+d+e +f+g)	Brand Name
H20 061 10	Inj Ticarcillin+Clavulani c Acid, 3.1 gm manufactured by "United Biotech"	2500 nos (+/- 10%)									

1. The tenderers are requested to fill up the above details and submit the same in cover - II
2. Offers not given in above format are liable to be rejected.
3. ED-Excise Duty CST-Central Sales Tax, P/F- Packing & Forwarding

Date : _____

Name, Signature & Seal of the Tenderer

Tender for supply of Inj Ticarcillin+Clavulanic Acid, 3.1 gm

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(All pages of tender set should be signed by the bidders in acceptance of all our tender terms and conditions and submitted in Cover-I)

Office Seal

Signature of Bidder with date

