

Part II - Price Bid

1. The details of the prices of the item should be quoted in sealed envelope in the format provided as following:
 - Item Description
 - Unit of Measurement
 - Pack size
 - Basic Rate
 - Discount in %
 - Excise Duty in %
 - VAT / ST in %
 - Octroi in %
 - Final Rate
 - MRP
 - a. Final Rate offered should not exceed the MRP. The offers without MRP, wherever applicable, may not be considered.
 - b. If a firm quotes "Nil" charges/consideration, the bid shall be treated as unresponsive and will not be considered.
 - c. The vendor must in all cases make the following unconditional declaration. The offer made in this tender is not higher than that made to any other organization working under any State / Central Government / Municipal Corporation or any other local bodies. In case the goods are supplied at a lower rate, the lower rate shall apply with immediate effect to the supplies made to Tata Memorial Hospital.
 - d. In case the product is imported by the vendors, it is required to show the document to substantiate the landing cost.
 - e. Hard copy and CD data should be identical, in case of any difference or ambiguity tender, the hard copy will be considered.
2. Subject to requirements of the Bombay Sale Tax Act 1959 and the Central Sales Tax Act 1956, the rates of VAT/CST, retail VAT and CST etc. should be shown separately as VAT --- Percent, CST -----Percent, Retail VAT ----- Percent, CST -----Percent etc. Where no specific mention of the taxes chargeable is made by the tenders, it will be construed that these taxes are either not applicable or being already paid at the sources by the vendor or will be borne by them. No subsequent claim from the rates of taxes chargeable and vaguely state "Taxes as applicable" or "STGT" extra will be left out of consideration.
3. The term "Free Supply" implies providing the goods within the premises of Tata Memorial Hospital and ACTREC at no extra cost.
4. The vendor must clearly understand that the rate contract with the vendor is liable to be terminated in the following circumstances without giving any notice:
 - a) Failure to supply the goods for more than one month after the due date of supply.
 - b) Failure to abide by the rules, various terms of the rate contract.
 - c) Termination of agency agreement between the vendor and his principals.
 - d) Information obtained from other sources regarding prosecution under any of the tax laws or the FDA act.
 - e) Supplies of goods to Tata Memorial Centre at a price higher than that to any other Central or State Government agency, Semi Government organizations, Local bodies etc. Revision of prices of the goods at any time during the currency of the rate contract other than due to government levies.
5. In case the supplies contain an element of foreign exchange, custom duty, excise duty and other taxes the same should be mentioned clearly in the tender. Any changes in statutory levies will be allowed as an increase/decrease in the prices based only on the formula worked out at the time of tendering and in no case shall be more than the impact of the change on the price of the item. In case the above details are not provided at the time of the tendering, Hospital shall not consider any change in the price during the currency of the rate contract agreement. Items where custom duty has to be paid in India must be indicated with current rate of duties.
6. The items which are imported directly, the vendor must inform the landed cost. The vendors may be asked to submit the relevant papers like Bill of Entry to substantiate the figure during financial negotiation.
7. In case the contract is terminated due to any of the above reasons, the Hospital will be at liberty to forfeit the security deposit, charge the vendor liquidated damages as per clause 8 of supplies and risk purchase charges

as per clause 9 of supplies and take any other action as may be deemed fit under the circumstances at the sole discretion of the Director, TMC.

8. FALL CLAUSE :

- a) The prices charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Stores or offer to sell stores of identical description to any person(s)/ organization (s) including the Purchaser or any department of the Central Government or any department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all supply orders placed during the currency of Rate Contract is completed.

- b) If at any time during the said period, the contractor reduces the sale price, sells or offers to sell such stores to any person(s) / organization(s) including the Purchaser or any statutory undertaking of the Central or a state Government, as the case may be, at price lower than the price chargeable under this contract, he shall forthwith notify such reduction or sale or offer of sale to TMH the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand corresponding reduced.

**FOR DIRECTOR
TATA MEMORIAL CENTRE**

I/We have read the Terms and conditions and the same are acceptable to me/us.

(Tender's Signature)

TENDERER'S FULL NAME & ADDRESS:

NAME: _____

ADDRESS: _____

TEL: _____

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