

II. General Terms and Conditions (Insecticide)

1. The tenderer should invariably submit his tender in three sealed covers separately namely [1] Document Fee, [2] E.M.D. covers [3] Technical Supporting Documents Cover
2. Document Fee and EMD COVER
 - a. Payment as document fee should be made by DD only, payable at Gandhinagar at any schedule bank.
 - b. Payment should be made in favor of "Director, Central Medical Stores Organisation" Gandhinagar, Gujarat, India.
 - c. Payment made toward document fee will not be refunded
 - d. Non-payment of the document fee will make the tenderer liable for disqualifications.
 - e. The E.M.D. should be paid in form of Treasury Challan deposit under Revenue Deposit or by Demand Draft in favour of Director, C.M.S.O., Gandhinagar drawn on any bank in Gandhinagar or irrevocable Bank Guarantee stamped with adhesive stamp of Rs. 100/- issued by Schedule Bank. The Demand Draft should be issued by bank only, after date of advertisement of tender enquiry. The Bank Guarantee will be accepted in case where the amount of E.M.D. exceeds Rs.5000/- and such Bank Guarantee should be valid upto one year from the date of its issuance. E.M.D. in any other forms will not be accepted.
 - f. Non- payment of the EMD will make the tenderer liable for disqualifications.
 - g. Wrong/ Fraudulent data submission may lead to disqualification / debar. Please ensure that you furnish correct data.
3. Those tenderers who are exempted for payment of EMD must enclosed necessary documents like SSI Registration [Gujarat State] alongwith NSIC/DGS&D/CSPO Registration.
4. Those firms registered under small scale industries of Gujarat State and holding subsequent registration with CSPO/NSIC for the item under tender will be eligible for exemption from payment of EMD on submission of attested copies of their SSI & CSPO/NSIC/DGS&D registration certificates in EMD cover. Participants not covered under this category shall have to pay EMD compulsorily as prescribed, failing which the tender will be treated as rejected at the time of opening of Bid in such cases, Technical Bid as well as Commercial Bid will be ignored. Any basic document with regards to EMD will not be acceptable after closing time of tender.
5. Technical Bid Submission
 - (a) The technical bid submission should be done on the website only <https://cmso.nprocure.com>
 - (b) Envelopes containing the "Technical Supporting Documents", inclusive of the "Document Fee", "EMD Fee" to be submitted on or before Date _____ Up to _____ Hrs. at the below mentioned address

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Venue:

<https://cmso.nprocure.com>

Director
Central Medical Stores Organisation,
“Aushadh Bhandar Bhavan”
Nr. Stamp Registration Building
“KH” Road, Sector-13/C,
Gandhinagar-382 016

- (c) The envelope should be marked as "Technical Supporting Documents". It should be noted that no physical submission of technical bid and financial bid should be done.
 - (d) If the suppliers fail to submit the supporting documents offline within time limit, the bidder is entitled for immediate disqualification.
 - (e) The bids should be submitted on or before the time stipulated in Tender notice at the website <https://cmso.nprocure.com>
 - (f) The technical supporting documents in physical form may be submitted at the following address:

Directorate of Central Medical Stores Organisation
"Aushadh Bhandar Bhavan",
Nr. Stamp Registration Building,
‘KH’ Road, Sector-13/C, Gandhinagar.
Tel: 079-23250770, 23250766
Fax: 079-23220936
6. Commercial Bid Submission
- (a) The commercial bid submission should be done on the website only <https://cmso.nprocure.com>
 - (b) The bids should be submitted on or before the time stipulated in tender notice at the website <https://cmso.nprocure.com>
7. No tender will be accepted after prescribed closing time for submission of the same. The delay will not be condoned for any reason whatsoever including postal/transit delay. However, if the last date of submission of tenders is declared as a holiday by the Government, the last date of submission of tenders will be extended to the next working day.
8. The tenderer should read this document very carefully and comply with the instructions / terms / conditions therein. Any tender which does not confirm with the instruction / terms / conditions therein is liable to be rejected without any reference.
9. (a) The tender must be submitted only by manufacturer. However, delivery of stores shall be allowed by their authorized dealer. The tender submitted by authorized distributor or dealer will not be considered.
- (b) If manufacturer is not available for imported Insecticides, then authorized representative or dealer shall be allowed to quote the tender. But such authorized representative or dealer should be regular supplier of quoted product of that manufacturer for preceding two years from the date of opening of technical bid and authority letter (**as per Annexure VI**) & valid import licence (where ever applicable) should be submitted along with tender.

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10. The tenderer should confirm that the detailed specifications (i.e. specification, specification No., packing, of the items offered are strictly in accordance with the specifications shown in the Schedule. The tenderer must also mention the name of manufacturer in case of direct importers in Technical & Commercial Bid. The tenderer should also note the terms & conditions particularly those relating to the delivery period, E.M.D., Payment terms, Penalty, Pre-dispatch sample testing, replacement and Risk purchase in which no relaxation will be given.

11. Validity of Product Permission, Manufacturing License & ISI / WHO Specification:-

It will be the sole responsibility of A.T. holder to ensure that necessary certificates and permission must be valid till the expiry of the Contract.

12. Marketing Data & Proof of manufacturing Experience:-

- (a) All the manufacturers for quoted items must have minimum preceding three years experience for manufacture (**after issuance of permission by concerned licencing authority**) & marketing of the quoted products on the date of opening of technical bid.
- (b) However, those manufacturers who possess valid licence to use ISI mark and if such manufacturers have preceding one year experience of manufacturing and marketing for the quoted product on the date of opening of technical bid will also be considered.
- (c) And those manufacturers who possess certificate from a Govt. of India authorized & independent accredited body that the quoted product conforms to the WHO specification than in such a case also preceding one year experience of manufacturing and marketing for the quoted product on the date of opening of technical bid will also be considered.
- (d) (i) If the tender is scheduled to open on 01-01-2007, the three years manufacturing experience is considered only if the first batch of quoted item is manufactured on 01-01-2004 or earlier to that date and should have continuous production till the date of opening of technical bid. The date of manufacture of first batch & its quantity must be clearly shown in the second column of affidavit which must be strictly in accordance with the proforma shown in **Annexure-II**.
- (ii) In case where tender is to be submitted by authorized representative/dealer for imported insecticides should be a regular supplier of a quoted product of that manufacturer for preceding two years from the date of opening of technical bid and data of production & sale by principal of that item duly supported by affidavit from importer.
- (iii) Discontinuance of production of quoted item after a single batch or no production thereafter will be considered as insufficient experience & the product will be disqualified. The manufacturer must therefore submit manufacturing data separately & year wise for at least preceding three years/two years/one year(whichever is applicable) with distinct quantity & value strictly in the said format.

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- (iv) Director reserves the right to disqualify any offer if the total manufactured quantity shown in the affidavit is apparently insufficient in relation to the approximate purchases of last A.T.
 - (v) The year wise quantity manufactured and marketed & its sales value must also be shown strictly as per the format in affidavit. (**Annexure - II**)
 - (vi) In addition to affidavit for production and sales, the tenderer has to furnish **C.A. Certificate (in original)** showing year wise production & sales for last three years/two years/one year (whichever is applicable) for the item quoted, otherwise offer will be rejected.
 - (vii) In case where item is required with ISI Mark, manufacturing and selling experience of product having ISI mark will only be considered. But, in such a case, certified copies of licence to use ISI mark for last one year as well as latest and valid licence are to be submitted with tender. The latest licence should be valid during the delivery period of A.T.
 - (viii) In case where item is required with WHO specification, manufacturing and selling experience of product having WHO specification will only be considered. But, in such a case, the certificate issued from a Govt. of India authorized & independent accredited body after testing the samples certifying the product to be conforming to WHO specification for last one year is to be submitted with tender.
- 13.(a) The rates quoted should be F.O.R. destination anywhere in Gujarat basis irrespective of value of order and inclusive of all charges such as packing, delivery, insurance, inspection, etc., per unit of packing as shown in the enquiry document. The rates shown against the item shall be presumed, in all cases, as the net price inclusive of all duties and sundries. No payment against any duties / delivery charges etc. will be considered under any separate heading under any circumstances. Octroi exemption certificate / Commercial Tax "P" form or "D" form for, as applicable will be provided by the purchaser, on such request from the tenderer, after order has been placed by the concerned authorities. Tenderer will also have to guarantee for regular and timely supply of all the items.
- (b) For out state tenderer they can supply from Gujarat depot provided they submit the following documents along with the technical supporting documents.**
- (i) Valid Insecticide License.
 - (ii) Commercial Tax No. and Commercial Tax clearance certificate.
14. In no case, rates should be quoted anywhere except in Commercial Bid. The tender will be summarily rejected without any further processing or reference if the rates are quoted or written at any place except at the relevant place in Commercial Bid. In no case, rates for any item should be quoted in Commercial Bid for which the technical details are not given or the items not quoted with details.
15. No conditional offer / quotation will be accepted. No variation in the terms and conditions of the tender, including deviation from standards / specifications / terms of supply will be accepted.

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16. **The quoted rates should be valid for four months from the date of opening of technical bid.** Rates once quoted will be final and will not be allowed to be increased during the validity period under any circumstances and for any reason whatsoever.
17. The legible and certified copies of the following documents **MUST** be attached / annexed to Technical Supporting Documents:
- (a) Valid Manufacturing licence & Product Permission (as the case may be);
 - (b) Appropriate Insecticides Registration Certificate / Valid Import License for imported Products.
 - (c) Valid Registration certificate with C.S.P.O. / S.S.I. / TINY / COTTAGE / K.V.I.D.C. / N.S.I.C. / D.G.S. & D. (if applicable);
 - (d) I.S.O. certificate along with the declaration of manufacturer of the item in the location certified by I.S.O. in the prescribed format (if applicable);
 - (e) Valid I.S.I. certificate / Certificate of product conforming to WHO specification from a Govt. of India authorized & independent accredited body (Whichever is applicable).
 - (f) Prescribed affidavit showing year wise production / sales for preceding three / two / one years (**As the case may be**) for items quoted (**in original**).
 - (g) Photo copy of **PAN** card (Permanent Account Number)
 - (h) Higher price / Lower price certificate; as per **Annexure-III**.
 - (i) Non-conviction certificate;
 - (j) Valid Commercial Tax clearance certificate.
 - (k) Affidavit regarding format of certificates. (**Annexure-IV**).
 - (l) Performance Certificate;
 - (m) **C.A. Certificate in original** showing year wise production & Sales of quoted items for preceding three years/two years/one year(whichever is applicable) .
 - (n) **ALL PHOTOCOPIES OF DOCUMENTS MUST BE SUBMITTED DULY CERTIFIED TRUE COPY / NOTARISED.**
18. The documents specified in general condition No.17 must strictly be **as per the format** wherever the format is prescribed in tender form or as prescribed by concerned authority viz. Central Insecticides Board, ISI, Commercial Tax, etc. and must be valid on the date of opening of tender. The documents of C.S.P.O. registration, higher price / lower price certificate, non-conviction certificate, Commercial Tax Clearance Certificate are to be furnished. Moreover proof of application for renewal or Challan thereof for above certificates will not be considered in lieu of valid certificate except in case of renewal of Insecticides manufacturing Licence.
19. The tenderer must satisfy that they are in possession of the requisite permissions / licences / permits required for the manufacture / supply / sale /

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distribution of the items as per the specifications for which the offer is made. Failure to enter into contract if selected or to execute the purchase orders after entering into contract for want of permission / license or due to non-supply of certificates / documents will be viewed seriously and will invite forfeiture of E.M.D. / risk purchase / disqualification without any further reference.

20. Before submission of any tender, the tenderer must verify that they have submitted all relevant certificates / permissions / documents in proper format alongwith tender. No intimation of missing documents will be given by this office.
21. The tenders will be opened on the date & time specified in tender notice. However, in unavoidable circumstances, the Director can change the date / time for opening of the tenders in the absence of tenderers or his agent at his discretion. In case the specified date is declared as holiday by the Government, the tenders will be opened on the next working day at the same time specified in the tender.
- 22.(a) In the first instance only the "**Technical Bid**" (online) & envelope containing Technical supporting documents will be opened by any two officers from CMSO on the date of opening of the tender and taken into consideration for finalization.

Scrutiny of the Tenders will be done as per terms & conditions of the tender, Govt. Resolutions issued from time to time and guide lines given in the manual of office procedure for purchase of stores by the Govt. Departments issued by Industries & Mines Deptt. Govt. of Gujarat. Scrutiny of the Tenders will be done by the following channel: Junior Pharmacist / Senior Pharmacist → Stores Purchase Officer (Drugs) → Deputy Director → Joint Director, NVBDCP, Gandhinagar → Director.

Subsequently, the "**Commercial Bid**" (online) will be opened only of those tenderers whose Technical Bid satisfy the technical requirements of the tender and are otherwise acceptable. The "**Commercial Bid**" (online) will be opened by any two officers from CMSO, Gandhinagar.

Back out from tender at any interim level during tender processing:-

Once the tender is submitted it will be the responsibility of the tenderer not to escape half way directly or indirectly by way of raising any problems:

23. The E.M.D. / Security Deposit shall liable to be forfeited in the following circumstances when the:
 - (a) Tender is rejected due to failure to furnish the requisite documents in the proper format or giving any misleading statement or submission of false affidavit or fabricated documents.
 - (b) Party fails to sign the agreement for entering into contract in case the offer is accepted, due to any reason whatsoever.
 - (c) Party fails to supply the goods / items as per the orders placed by either this organisation or by direct demanding officers within the delivery period so stipulated;

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- (d) Party fails to replace the goods declared to be not of standard quality or not conforming to acceptable standards or found to be decayed / infected / spoiled before the date of expiry have to refund the cost of such goods.

ACCEPTANCE OF TENDER:

24. The tender is liable for rejection due to any of the reasons mentioned below:
1. Non-submission of tender within stipulated time.
 2. Submission of tender without Document Fees.
 3. Submission of tender documents in unsealed envelope.
 4. Tender envelopes which are not superscribed with details of the tender enquiry and part enclosed.
 5. Non-payment of Earnest Money Deposit (if not exempted).
 6. Non-submission of required documents as shown in para 17 above.
 7. Conditional offers. Conditional and / or vague offers.
 8. Unsatisfactory past performance of the tenderer.
 9. Rates have been shown elsewhere than **Commercial Bid**.
 10. Items with changes / deviations in the specifications / standard / grade / packing / quality.
 11. Rates are quoted in technical bid.
 12. Stamp paper is not as per statutory provisions.
 13. Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.
25. Director, C.M.S.O., Gandhinagar reserves the right to consider or reject any or all tenders or close the tender enquiry without assigning any reason, at any time, at any stage.
26. The Director, C.M.S.O., Gandhinagar does not pledge himself to accept the lowest or any tender and also reserves the right to accept the whole or any part of the tender against any item at his discretion. The tender will be accepted if Director, C.M.S.O., is satisfied about the production, sale, quoted price, technical details, utility of products and past performance of tenderer.
27. Successful tenderers have to pay **security deposit** as specified by the organization in the agreement letter in the form of Treasury Challan Deposit under revenue deposit / Demand Draft in the name of Director, Central Medical Stores Organization, Gandhinagar drawn on any bank in Gandhinagar / irrevocable bank guarantee stamped with adhesive stamp of Rs. 100/- valid for a period not less than **24 months** at the time of entering into agreement for the performance of the contract. Failure to pay security deposit and to execute the agreement within stipulated period shall invite disqualification of the tenderer for future quotations apart from forfeiture of E.M.D. and being liable for penalty as deemed fit by Director in relation to the tender under process. Security deposit is payable by all the parties except by the undertakings and corporations of the Government of Gujarat which are exempted by Govt. The security deposits submitted in connection with the earlier contract and which are locked with those contract and which have not been released till date will not be considered and fresh security deposit separately for each item, must be submitted in such cases. The security deposit shall be refunded only after satisfactory execution of the contract and recovery of dues, if any.

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28. Successful tenderers have to enter into agreement **within 10 days** for due performance of the contract. The agreement form sent by this Office should be stamped with adhesive stamp for the requisite amount, and signed before any Gazetted Officer of this Office or before a Ist class Magistrate or Justice of peace or Notary Public.

TERMS OF SUPPLY

29. The accepted tender (AT) holder should supply the items **as per specifications and packing** approved in A.T. Otherwise the stores will not be accepted and penal action will be taken against the AT Holder.
30. The expiry period of quoted product should not be less than two years unless prescribed under statutory provisions.
31. In case where expiry period of item is **upto two years**, it should not have lapsed the **1/6th of shelf life** at the time of delivery and in case where expiry period is **more than two years** it should not have lapsed **1/4th of shelf life** at the time of delivery. The stores, which have already lapsed shelf life mentioned above, will not be accepted. The stores with unpacked or in loose condition will also be not accepted under any circumstances.
32. In the event of breakages or loss of stores during transit against requisition order the said quantity will have to be replaced by the A.T. Holder. The purchaser will not pay separately for transit insurance and the supplier will be responsible for the stores as soon as possible, but not later than 15 days from the date of arrival of stores at destinations notify the A.T. Holder of any loss or damages to the stores that might / should have occurred during the transit.
33. **Delivery Period:**
- (a) Unless specified in the tender or instructed by the Director, the maximum delivery period shall be six weeks. The maximum delivery period will be counted from the next working day after the actual date of posting the order or opening of letter of credit.
- (b) Date of delivery is the date on which acceptable goods were offered for inspection.
34. **The bills / invoices** are required to be submitted specifying the following details in appropriate places of the invoices:
- a. No. and date of bills or invoice.
 - b. No. and date of insecticide licence.
 - c. No. and date of A.T. / R.C.
 - d. No. and date of order.
 - e. Name and specification of item.
 - f. Name of manufacture & Model / Make / Brand.
 - g. Quantity.
 - h. Total cost; and
 - i. Other details like batch # & quantity, packing unit.
 - j. No. & date of challan (If supply made by challan)
35. The billing shall be in the name of the A.T. Holder. The supplies shall be allowed by authorized dealer as per A.T. Invoice shall be in the name of A.T.

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36. The A.T. holder shall not charge VAT/C.S.T. if they have been exempted by concerned authority. Further they cannot charge excess amount of Commercial Tax.
- An amount of Commercial Tax as applicable to be shown separately in the bill/invoice raised. Further an amount of Commercial Tax so collected should be remitted to the Govt. within prescribed time limit, otherwise strict action will be taken against defaulters.
37. The A.T. holder will not charge any Octroi and he should obtain Octroi exemption certificate from the purchasing authority/consignees.
38. The payment against supply of stores shall be made within 30 to 45 days from the date of receipt of the goods in good and acceptable conditions at the destination. However, no interest will be chargeable by the A.T. Holder, if the payment is delayed.
39. The payment of the bill shall be made after deducting Government dues, if any.
40. The payment of the bills shall be withheld in the following circumstances:
- a) The goods are found sub-standard or in non-acceptable conditions during pre-dispatch and post delivery inspection of sampling.
 - b) Breach of condition of any contract by the A.T. Holder.
 - c) Previous Government dues of A.T. Holder.
41. **Penalty:** Unless the penalty is waived by the Director, the A.T. Holder shall have to pay the penalty at the rate of $\frac{1}{2}$ % (**half percent**) of value of stores per week maximum upto **10%** in the case the delivery of stores is not affected within the delivery period.
42. **The claim of price revision of finished goods under any pretext or reason, including the revision of duty / excise / cost will not be allowed at any stage after the last date of submission of the tenders.**

RISK PURCHASE

43. The risk purchase of the items ordered at the cost and risk of the party will be carried out when:
- (a) The party fails to sign the agreement for entering into contract due to any reason whatsoever in case the offer is accepted.
 - (b) The party fails to supply the goods / items as per the order placed by this organization in accordance with the main / parallel / substitute rate contracts, either during the prime / extended validity period or within the delivery period stipulated above:
 - (c) The Risk Purchase will be done at anytime after the delivery period is over.
 - (d) The Risk Purchase will be done for undelivered quantity of the Stores & the Contractor shall be penalized to the extent of **10%** or difference whichever is higher.
44. Any monetary claim arising due to any of the terms and conditions of the tender / supply, including the difference arising due to risk purchase, will be recovered in the following manner:

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- {a} From any pending bills of the party:
 - {b} From any security deposits of the party:
 - {c} If an amount at {a} & {b} is not sufficient to meet an amount of recovery of dues shall be recovered as arrears of land Revenue Dues under provisions of relevant act.
45. **Fall Clause:** Attention of the bidders is invited to the higher / lower price certificate and all the bidders / A.T. Holder will have to abide by the terms strictly in accordance with those mentioned in that certificate. It must be distinctly understood that in case of supply to any institution / department at price lower than the contracted price within the period specified in the certificate will immediately invite the reduction in the rates of the contract.
- Breach of any clause of the certificate will be viewed seriously and action will be taken against the A.T. Holder which may include forfeiture of E.M.D. / S.D., termination of the contract and disqualification from participating in future business.
46. **Standard Breach Clause:** The Director of Central Medical Stores Organization, shall in addition to his powers other clause to terminate this contract have power to terminate his liability there under of the time by giving one month's (or such shorter period as may be mutually agreed): notice in writing to A.T. Holder of his desire to do so and upon expiry of notice the contract shall be terminated without prejudice to the right accrued to the date of the termination. However, if the Government decided to put an end to the business relations on breach of any conditions of the contract, no such notice shall be necessary and on event of Govt. deciding to terminate the business, and the contract shall stand terminated with immediate effect.
47. **Inspection:** Pre-dispatch inspection shall normally be carried out in the premises of the consignee. If goods are offered for inspection in the factory premises all expenditure shall be borne by the A.T. Holder. The entire store ordered shall have to be offered for inspection in open condition if required and the same shall be repacked in presence of inspecting team. All packing should be sealed and signed by inspecting authority and sent to the consignee without any extra cost within three days from the date of receipt of inspection note. Inspection charges, including the expenses for the experts, will be payable by the party as per the rates prescribed in the letter of agreement and as determined by the D.P.C / S.D.P.C. / S.P.C. from time to time. Post delivery inspection and sampling will be carried out as mentioned under Special Terms & Condition No. 11.
48. **Warranty Clause:** The contractor / seller hereby declares that the goods / stores sold to the buyer under this contract shall be of the best quality in material and workmanship and shall be strictly in accordance with the specifications and particulars contained mentioned as per Tender from thereof and the contractor / seller hereby guarantees that the said goods/ stores would continue to conform to the description and quality aforesaid for a period of twenty four months from the date of first inspection carried out at the time of purchase made immediately after manufacturer of said goods/ stores to the purchaser and that no withstanding the facts that the purchase (Inspector) may have inspected and/or approved the said goods / stores if during the aforesaid

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period of 24 months the said goods/ stores be discovered not to conform to the description and quality aforesaid or have deteriorated (the decision of the purchaser in that behalf will be final and conclusive) the purchase will be entitled to reject the said stores / goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods /stores will be at seller's risk and all the provisions herein contained relating to the rejection of goods etc. shall apply. The contractor / seller shall if so, called upon to do replace at his own cost within a period of one month including the transportation and handling charges or such further period as may be extended from time to time by the purchaser on its description on an application made thereof by the contractor / seller the goods /stores or such portion thereof as is rejected by the purchaser and in such payment the above mentioned warranty period shall apply to goods / stores replaced from the date of the replacement thereof. Otherwise the contractor / seller shall pay, to the purchaser such damages as may arise by reason of the breach of the conditions therein contained. Failing replacement, the supplier will be bound to refund to the cost of that material including transport and handling charges. If the payment is not made within 45 days period, the supplier will liable to pay interest at the prevailing banks lending rate counting from the expiry of above 45 days period.

Until the refund is made in case part of the batch found sub-standard is consumed the supplier will be bound to pay the cost of the batch as a whole including transport and handling charges within 45 days of the complain otherwise interest at the current banks lending rate will be charged for delayed payment.

Nothing therein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

In case any deficient or shortfall in quality warranted as above is noticed within the warranty period by the indenting department they will notify the same to the supplier state government as well as the central inspector, and his finding will binding on the supplier, this will be in addition to any action required under the provision of the Insecticides Act. In case of such complaints or in case of checks under the provisions of the Insecticides Act, the supplier shall have the responsibility of satisfying the concerned authorities that the supplier conform fully to the laid down specifications and for the entire warranty period.

49. **Replacement Clause:** If any stores supplied against the A.T. are found to be of **not of standard quality** on inspection and / or analysis by the competent authority, the contractor shall be liable to replace the entire quantity of the relevant batch within 6 weeks or make full payment of the entire consignment against the particular invoice, irrespective of the fact that part or full quantity (batch) of the stores supplied may have been consumed. The decision of the Director taken on the basis of the report of the competent laboratory regarding quality will be final and binding. The stock of any item, which has been declared, not of standard quality shall be withdrawn from all the indenters and will not be returned to the contractor but will be destroyed by the Organization and the contractor shall have no claim over such stores.

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50. The A. T. can also be terminated by the Director in the following circumstances:
- 1) If the firm is debarred or disqualified or ceases to exist or convicted of any offence.
 - 2) If the quality of the item to be supplied is found not up to the standard and multiple samples are found to be not of standard quality.
 - 3) If supply position of the firm is not satisfactory.
51. Whenever under this contract any sum of money is recoverable from the contractor & payable by the contractor to the Director of Central Medical Stores Organization, Gandhinagar or an officer empowered by him shall be entitled to recover such sum by appropriating in part of whole the Security Deposit paid by the Contractor, if a security being insufficient or if no security has been taken from contractor, then the balance of the total sum recoverable as the case may be deducted from the sum due to the contractor under this or any other contract (with the Director of Central Medical Stores Organization, Gandhinagar) and remaining balance due will be recovered as arrears of 'Land Revenue Dues'.
52. The Director, C.M.S.O., or his authorized representative(s) shall have the right to inspect the factories of the manufacturer who have quoted the tender before accepting the offer quoted by them or before placing any order(s) or at any point of time during the finalization of tenders / tenure of A.T. and has also the right to reject the tender or terminate the A.T. cancel the orders issued or not to reorders based on the facts brought out during such inspections & action deemed fit will be taken against them.
53. The tenderer should submit statement of capacity of production as per **Annexure-V**.
54. For any clarification on any of the above conditions, tenderers may contact the officers **during 3 p.m. – 4 p.m.** on any working day. They may also meet the **Director / Deputy Director / Store Purchase Officer (Drugs)** with the prior appointment.
55. As per Govt.'s prevailing purchase policy, a order / price preference shall be available to Gujarat based S.S.I. / TINY / COTTAGE Industries, registered for quoted items subject to providing required documents like respective registration certificate issued by concerned authority. For this purpose, a guide lines given by the Govt. of Gujarat, Industries and Mines Dept., resolution No.SPO/1095/2636 (97) CH, Dated 23/09/1997 & amended from time to time will be followed. In such a case the decision of DPC / SDPC / SPC shall be final and implemented forthwith.
56. Documentary evidence for the constitution of the firm such as memorandum and articles of association, partnership deed etc. with details of name, address, telephone / fax no, e-mail address of the firm and of the Managing Director / Partners / Proprietor to be provided with the tender.
57. Authorization letter nominating a senior responsible officer of the company with authority to transact business also to be provided with tender.
58. The tenderer shall submit a checklist (**Annexure-VII**) for list of documents enclosed with their page number. The documents shall be serially arranged as per Annexure and shall be securely tied or bound. The list of items quoted shall be clearly marked in the copy of product permission with a marker pen.
59. The jurisdiction of any dispute will be Gandhinagar or Ahmedabad.

III. Special Terms and Conditions

1. **Insecticide Act.**

The terms and conditions in the Insecticides Rules of 1971 framed under the Insecticides act of 1968 (46 of 1968) with latest up to date amendments at the time of finalization of the contract will also be applicable except for the inspection and sampling of the insecticides.

2. **Content, Suspending, Sieve and Acidity / Alkalinity Tests etc.**

This test shall be carried out as per ISI specifications/WHO Specification mentioned with latest amendments & date of expiry besides all requirements given under relevant clause of I.S. specification in addition to the provision under the Insecticides Act.

3. **Expiry Date :**

The expiry date i.e. the date upto which the insecticide shall retain its efficacy and shall be for a minimum period of two years as mentioned in the registration certificate issued by Central Insecticides Board, from the date of first inspection carried out at the time of purchase made immediately after its manufacture i.e the material shall meet all the requirements given in the specifications specified above for a period of two years after the date of first inspection. The tenderer would however be free to spell out in his offer conditions. Under such conditions a warranty can be furnished by him in unequivocal terms but the purchaser may or may not accept the same.

4. **Packing :**

Packing to be adopted should be clearly stated, giving details of the charges for all alternative packs. However packing should be in consistence with the conditions laid down by Central Insecticide Board while issuing the registration certificate for the product.

5. **Batch Size :**

The batch size should not be more than 5 Mts. or one day's production, whichever is less.

6. **Marking on the Polyethylene bags and the drums.**

a) The Polyethylene bag shall bear the mark of 'Government of Gujarat' Date of Manufacturing & date of expiry besides all requirements given under relevant clause of I.S. specification in addition to the provisions under the Insecticide Act.

b) The drums /boxes shall be well painted / labelled from the out side and shall be marked legibly and indelibly with print / stenciling with all the requirements given under the relevant clause of I.S. specification in

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addition to the provision under the Insecticides Act, such as date of manufacture, date of Inspection, Expiry date etc. The expiry date shall be prominently and clearly stenciled / printed on each of the drums in addition to the details given above.

7. The bidder must have manufactured and supplied satisfactorily at least 50 per cent of the quantity as per requirement under the present tender of the goods as specified in the schedule of requirement in any of the previous three years in Gujarat State or elsewhere for Malaria Control Programme/activities in India or abroad. Authenticated document for proof of supply must be submitted.
8. The bidder must give names of customers who have been supplied the product quoted for.

SAMPLE TESTING:

9. Sampling shall be done as per Clause 5.2 of ISI Specification No. IS: 10627-1993 (methods for sampling of pesticidal formulations):-
 - a) Samples for testing will be drawn from the tenderers premises, during pre-dispatch inspection.
 - b) Samples will be drawn in the presence of the authorized person from Commissioner of Health, Medical and Medical Education (Health) and/ or Director, C.M.S.O., Gandhinagar.
 - c) Goods should be dispatched only after getting the satisfactory testing reports from Analytical Laboratory.
10. The testing of the samples should be carried out in a Laboratory suggested /recommended by Directorate of N.V.B.D.C.P. and accredited with NABL.
11. The sample drawn during inspection by Jt. Director of NVBDCP, Gujarat or by any officer authorized by him or by Central Medical Stores Organisation will be sent to Laboratory / Test house for the testing and the results of the same will be final and binding to the A.T. Holder.

In the case of samples fails in testing in no circumstances retesting of the sample will be permitted and A.T. Holders will have to replace entire sub-standard materials.

Retesting of the samples in case of any dispute will be done in the Central Insecticide Laboratory after taking the approval from the competent authority.
12. The sample will be drawn from the supply made by the contractor and the testing fees for the same will have to be borne by the contractors on actual basis.
13. Post delivery sampling may be carried out at the discretion of Jt. Director NVBDCP, Gujarat / Director, CMSO or any other officer authorized by them, and the samples so drawn will again be tested in a Laboratory suggested/recommended by Directorate of N.V.B.D.C.P. and accredited with NABL to ensure quality of the insecticide.

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14. **Dispatch Details:**

The supplier will send the dispatch details of the stores to the (i) Consignee (ii) Jt. Director (Malaria and Filariasis) (iii) Director, Central Medical Stores Organisation, Gandhinagar with details of the batch numbers, quantity against each batch dispatched, the inspection date and the date of expiry. A complete lot comprising of 100 drums is to be dispatched to the consignee and the serial number of the drums must be in running order.

15. In case of a tenderer is convicted of an offense under the insecticides Act of Rules of 1971 framed under the Insecticides Act of 1968 as adopted by the Gujarat Government or under any insecticides act prevalent in any state or by Government of India his tender will not be considered for giving contract and Earnest Money Deposit or Security Deposit will be forfeited.

Tenderer should produce Non-Conviction and performance Certificates from the concerned licensing authority for quoted product.

16. Firms who have not quoted exactly as per tender specifications including the requirements of shelf life, warranty and guarantee, packing requirements etc. are to be excluded from consideration.

17. Firms which have been involved in fraudulent deals or which are alleged to have made sub-standard supplies against previous orders placed either directly by the State Government or DGS & D will be excluded from consideration. Acceptance of Tender is at the discretion of Central Medical Stores Organisation.

Other Terms and Conditions are as per general terms & conditions attached herewith.

ANNEXURE - I

Verification, Undertaking, Checklist & Documents

From: M/s. _____ No. _____

To: The Director,
Central Medical Stores Organization,
'Aushadh Bhandar Bhavan',
Nr. Stamp & Registration Building,
"KH" Road, Sector-13/C,
Gandhinagar-382 013.

Sub: Supply of Insecticides.

Ref: Tender Enquiry # _____

Sir,

I/We enclose the priced tender form duly signed & stamped. Necessary documents are enclosed herewith (in order in which are mentioned). The rates quoted against each item are inclusive of excise duties and other charges. I/We shall abide by all these conditions. I/We hereby undertake to supply the goods to the consignees as per the terms of the A.T./R.C.

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

I/We verify that I/We are in possession of the requisite licenses / permits required for the manufacturer / supply / sale / distribution of the items and further verify that the said licenses / permits have not been revoked / cancelled by the issuing authorities and are valid as on date. I/We also verify that I/We have not been blacklisted / debarred / stopped from supply of the items quoted in the Tender Enquiry by any Government Department / Organization / undertaking in India.

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

Thanking you,

Yours faithfully,

Date: _____

ANNEXURE – III

[REF. CLAUSE NO.45, 17(h) OF GENERAL TERMS & CONDITIONS]

HIGHER PRICE / LOWER PRICE CERTIFICATE

1. I/We _____
hereby certify that the prices quoted by us in Tender Enquiry # _____
are not higher than the prices:
{a} charged by us to wholesalers or for institutional supplies;
2. I/We further certify that I/We have not supplied or quoted for any item in
Tender Enquiry # _____, at prices lower than those quoted for the
relevant items to any Government /Semi Government / Public / Charitable
Trust Organization / Institution within the period of 180 days preceding the
last date of submission of the tender.
3. I/We hereby undertake that I/We will not supply or quote for any item in
Tender Enquiry # _____, at prices lower than those quoted for the
relevant items to any Government / Semi Government / Public / Charitable
Trust Organization / Institution within the period of validity of the offer / rate
contract.
4. I/We also undertake to bring to the attention of the Director any incidence of
breach of any of the above paras within 30 days from the occurrence of the
breach and further undertake to refund / reimburse the difference which may
arise due to breach of any of the above paras and I/We also understand that the
decision of Director regards to the determination of quantum payable shall be
final.

Date: {SIGNATURE & STAMP OF THE AUTHORISED SIGNATORY}

ANNEXURE-V

(REF. CLAUSE NO.55 OF GENERAL TERMS & CONDITIONS

STATEMENT OF CAPACITY OF PRODUCTION

01. Name of firm :
- Address :
- Telephone :
- Fax No. :
- Mobile No. :
- E-Mail Address :
- Name of responsible person :
to be contacted

02. The installed capacity of this firm is as follows:

Sr. No.	Name of Insecticides	One months production capacity.

Signature of the bidder: _____

Full Name (IN BLOCK LETTERS) _____

Sr. No.	Name of Certificate	Particulars	Validity
1.	Gujarat Commercial Tax No.		
2.	Central Sales Tax No.		
3.	Whole sale License No.		
4.	Insecticide Manufacturing License No.		
5.	C.I.B. Registration No.		
6.	I.S.I. No.		
7.	WHO Specification No.		

ANNEXURE-VI

(REF. CLAUSE NO. 9(b) OF GENERAL TERMS & CONDITIONS)

**(FORMAT OF AUTHORIZATION LETTER FOR AUTHORIZED DISTRIBUTOR)
{IN CASE OF IMPORTED ITEM} {IN ORIGINAL}**

I / We _____ hereby declare that....

1. M/s. _____
_____ is our authorized distributor for our products in Gujarat from date _____
_____ and they are authorized to quote and follow up on our behalf and the
said agreement is valid in force as on date;

2. I/We undertake to supply the items for which the quotations are submitted by
M/s. _____
_____ on our behalf in respect of Tender Enquiry # _____:
and

3. I / We have read all the terms and conditions of the tender enquiry and the
same are irrevocably binding upon us till the expiry of the contract signed &
executed on our behalf;

4. I/We shall notify the Director, C.M.S.O. immediately if there is any change in
the agreement between M/s. _____
and me/us regarding authorized distributorship of our products and further
undertake to supply the items quoted by the distributor on my / our behalf at
the quoted in the tender enquiry in case of such a change of agreement.

5. This authority is applicable only for Tender Enquiry # _____.

Date:-

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CHECK LIST

(Only Page No, should be filled
by Tenderer, Please do not tick
mark in column Yes and No.)

(1) EMD shall be kept in envelope SSI/CSPO/NSIC/DGS&D/TINY/COTTAGE certificate for exemption.	Page No.		Yes		No		
(2) Central Insecticide Board Registration Certificate.	Page No.		Yes		No		
(3) Manufacturing License of Insecticides with product	Page No.		Yes		No		
(4) Product permission	Page No.		Yes		No		
(5) Import License (if applicable)	Page No.		Yes		No		
(6) Affidavit of marketing Data (as per performa)	Page No.		Yes		No		
(7) C.A. Certificate for production & Sales	Page No.		Yes		No		
(8) Certificate of product conforming to WHO specification from a Government of India authorized and independent accredited body	Page No.		Yes		No		
(9) Higher-Lower price certificate	Page No.		Yes		No		
(10) Non-conviction certificate	Page No.		Yes		No		

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(11)	Names of customers (Supplied 50% qty. in any of previous 3 years in Gujarat State or elsewhere for Malaria Control Programme/activities in India or abroad as per special terms No.7	Page No.		Yes		No		
(11)	Performance Certificate (Adverse remark if any)	Page No.		Yes		No		
(12)	Commercial Tax Clearance certificate (S.T.C.C.)	Page No.		Yes		No		
(13)	ISI Certificate (if applicable)	Page No.		Yes		No		
(14)	Affidavit for format of certificates.	Page No.		Yes		No		
(15)	Registration Certificate with CSPO / SSI / NSIC / DGS & D	Page No.		Yes		No		
(16)	Authorization letter to a Senior responsible Officer of the firm.	Page No.		Yes		No		
(17)	Constitution of the firm (memorandum, articles of association, partnership deed etc.)	Page No.		Yes		No		
(18)	Authorization letter for authorized distributor. (In case of Imported Items)	Page No.		Yes		No		
(19)	PAN Card copy	Page No.		Yes		No		
(20)	Undertaking & Verification of Documents as per Annexure I	Page No.		Yes		No		

IV. Bidding Schedules

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

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

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Technical							
Item No.	Name of Item	Specification	Packing	Mfg by / at	Offer (Brand)	Specify Packing	Remarks

Commercial									
Item No.	Name of Item	Specification	Packing	Rates without applicable VAT/ CST per kg/Litre	VAT if applicable (In %)	CST if applicable (In %)	Total Rates with applicable CST (without VAT) per Kg/Litre	Total Rates (in words)	Remarks

Note:

- The above quoted rates are inclusive of Excise duty, Packing, Forwarding and Insurance charges F.O.R. Destination any where in Gujarat.
- I/We hereby confirm that the items quoted above conform to the standards, composition and packing as shown in the schedule.
- If CST / VAT is not applicable or exempted then enter "0" and specify in remarks column "No Tax (for CST / VAT)" or "Exempted (for CST or VAT)".