



Government of Maharashtra

CIVIL SURGEON

DISTRICT HOSPITAL HINGOLI

MAHARASHTRA

Risala Bazar, Akola Road

HINGOLI – 431 513.

Website : <http://mahatenders.gov.in>,
<http://arogya.maharashtra.gov.in>

Email : csstorehingoli@gmail.com
Cshingoli123@gmail.com

Phone : 02456 -223086, 224117

e - Tender for supply of	
Essential Drugs & Consumables	
Tender Form Fee Rs.	12,000
Amount of EMD Rs.	1,20,000

Not Transferable

E Tender No : CS/DH/Hingoli/eTender No.3/2018-19/21610/03

Date : 27/12/2018

Issued To : M/s.

**CIVIL SURGEON, DISTRICT HOSPITAL HINGOLI
(MAHARASHTRA STATE)**

E Tender No : CS/DH/Hingoli/eTender No.3/2018-19/21610/03

Date : 27/12/2018

On behalf of Govt. of Maharashtra, Civil Surgeon Aurangabad invites e-tenders through two envelope system from the Manufacturers, Sole Distributors, or Authorized Distributors, dealers for the purchase of following items.

e - Tender for supply of	
Essential Drugs & Consumables	
Tender Form Fee Rs.	12,000
Amount of EMD Rs.	1,20,000

Interested eligible bidders may obtain further information of technical specifications, required quantities and other terms and conditions applicable for procurement of above items from the following website :- <http://mahatenders.gov.in>, <http://arogya.maharashtra.gov.in>

TENDER SCHEDULE

All bid related activities (process) like tender document download, bid preparation, submission, submission of EMD and required documents will be governed by the time schedule given under key dates as below.

Date of commencement of sale of Tender document / Download	:	05/01/2019
Last date for sale of tender document	:	09/01/2019 at 11:00 AM
Date and time of opening of Envelope No.1	:	21/01/2019 up to 17:00PM
Date of pre-bid meeting	:	23/01/2019 at 11:00 AM
Address for communication/Pre-Bid Meeting	:	Office of the Civil Surgeon, District Hospital, Risala Bazar, Akola Road HINGOLI – 431 513.

Interested bidders kindly note that, before attending pre-bid meeting please visit above website & go through technical specification, terms & conditions of tender.

A complete set of tender documents may be purchased by interested eligible tenderer through online payment of a non-refundable fee of **Rs.12,000/- (Twelve thousand only)**. Bidder has to be pay *online payment of tender fee through Net Banking as per option available on above given website* with in time schedule given as above.

As per Govt. Resolution by Industries, Energy & Labour Department, Maharashtra State, Dated 01 December.2016, Para 3.1.2.1 (Annexure -8) Manufacturer's & Suppliers which are registered under "Micro & Small, Medium industries Development Act 2006" are exempted from Tender Fee & Earnest Money Deposit. Government Undertaking Firms / Corporations also exempted from Tender Fee & Earnest Money Deposit. EMD will be forfeited, those bidder participated in tender process but withdraw at any stage of tender.

The tenders shall be rejected summarily upon failure to follow procedure prescribed in the tender document. The conditional tender is liable to reject.

The under signed authority has been reserved the right, to increase or decrease in the quantity to be purchased and also reserves the right to cancel or revise or any or the all the tenders or part of tenders without assigning any reasons thereto.

Place :- Hingoli
Date :- 27 /12/2018

(Dr. Kishorprasad Shriwas)
Civil Surgeon
District Hospital Hingoli

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Address for communication	Office of the Civil Surgeon, District Hospital, Risala Bazar, Akola Road, HINGOLI – 431 513 csstorehingoli@gmail.com
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Following documents in original should be submit to this office, within 48 hours after the closure of sale of tender or before, during office hours only & all other documents to be submitted through e tendering (On line) only.

No	Document to be submitted in original to this office within 48 hours after the closure of sale of tender
1	Annexure -1 Submission Letter
2	Copy of Software generated receipt of Tender Fee & EMD to be paid online through Net Banking. SSI Registration (registration certificate & EM part II) for item quoted / NSIC registration for item quoted in case of Tender fee & EMD exemption.
3	Annexure 7- Notarised Affidavit on non-Judicial Stamp paper of Rs. 500/-

**Mandatory documents to be Upload online in Envelop No. 1.
as given below sequence in single PDF copy.**

No	Document to be submitted
1	Annexure 1 Submission Letter
2	Annexure 2 Last Performance with relevant supporting documents
3	Annexure 3 Annual Turnover with signature of Chartered Accountant
4	Annexure 4 Details of Bank for RTGS/NEFT Payment
5	Annexure 5 Rider A
6	Annexure 6 Power of Authority
7	Annexure 7 Notarised affidavit on non-judicial stamp paper of Rs. 500/-
	Following documents must upload online, it should be self attested by bidder with signature & stamp.
8	Valid registration certificate under Shop & establishment act
9	Valid registration certificate under Drugs & Cosmetic Act 1940
10	Copy of Valid Factory & manufacturing License issued by respective statutory authority, applicable only for manufacturer.
11	WHO GMP Certificate.
12	Authorization Certificate, applicable for other than manufacturer.
13	GST Registration Certificate
14	Copy of Challan of GST paid upto Nov - 2018 or till the date.
15	Audited balance sheet, Profit & Loss account for year 2015-16, 2016-17, 2017-18
16	PAN Card of bidder
17	Income Tax Return for Assessment Year 2016-17, 2017-18, 2018-19.
18	Copy of Software generated receipt of Tender Fee & EMD to be paid online through Net Banking. In case of tender fee & EMD exemption – submit SSI Registration certificate & EM part II, with list of manufacturing permission of items or NSIC registration with list of manufacturing permission items
19	Other relevant documents to the quoted product e.g. ISO, etc

TERMS AND CONDITIONS

1. Introduction

- a) The Civil Surgeon Aurangabad, here in after referred to as a “Purchaser “ invites online tender in two envelope systems for supply of items specified in **Annexure-A** schedule of Requirements, for the use in Govt. health facilities in the Aurangabad district.
- b) Eligible tenderer who are interested, may obtain further information of specifications, required quantities and other terms and conditions applicable for procurement of items, from Government of Maharashtra e-tendering website <http://mahatenders.gov.in> & (Public Health Department) our website <http://arogya.maharashtra.gov.in>
- c) Tender related activities (Process) like Tender Document Download, Tender Preparation, submission, & submission of EMD and submission of documents will be governed by the time schedule as given.
- d) All activities of this tender are carried out **online** only on Website <http://mahatenders.gov.in>
- e) Tenderer are required to submit online tender cost amounting to **Rs.12,000/- (Twelve thousand only)**. (Non-refundable) through *Net Banking as per option available on web site*. The tender cost & amount of EMD should be deposited separately.
- f) The quantities of items mentioned in the tender are approximate, it may vary or cancelled by the purchaser.
- g) The rights has been reserved by the purchaser to increase or decrease in the quantity/ cancel the required items and purchaser also reserves the right to cancel or revise any or all the tenders or part of tenders without any reasons.
- h) If any tenderer wishes to lodge any complaint against the other tenderer regarding submission of false documents, information etc. The tenderer has to submit the complaint before price bid opening along with deposit of Rs.50,000 (Rupees Fifty Thousand only) in the form of Demand Draft drawn in favour of **Civil Surgeon, District Hospital Hingoli Maharashtra**, payable at **HINGOLI** in terms of deposit. This issue will be submitted to Purchase Committee along with facts. The deposited amount shall be refunded, after scrutiny if the complaint is found to be true. No interest shall be paid against this deposit. However, if the complaint found to be false and malafide the deposit will be forfeited. Any complaint received after price bid meeting will not be entertained.

2. Eligibility criteria for this Tender :

- a) Manufacturers, Sole Distributors & authorized distributors, dealers who qualify the conditions and qualification criteria mentioned in tender are eligible to participate and submit their offer against this tender invitation. Manufacturer in all the case must have their own factory and valid manufacturing license issued by respective statutory authority. All mandatory documents must be self attested copies only.
- b) The minimum annual turnover of the bidder shall be as indicated below for the period of last three years i.e. 2015-16, 2016-17 & 2017-18 to qualify per year.

No	Name of Equipment / Furniture	Turn Over (Rs)
1	Supply of Essential Drugs & Consumables	1,00,00,000

- c) Tenderer shall produce certificate from Chartered Accountant for Annual turnover of last three years of 2015-16, 2016-17& 2017-18 in the format given in **Annexure -3**.
- d) Tenderer shall produce Audited Balance Sheet and Profit and Loss Accounts for last three years i.e. 2015-16, 2016-17& 2017-18 certified by the Auditor.
- e) Bidder must submit particulars of quantity of the last supplies of last three years, in given format (**Annexure-2**) without any alteration. The copies of supply orders & certificates of satisfaction from client must be submit.
- f) Those firms which are found guilty of malpractice, misconduct, or blacklisted/debarred either by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government /Central Government's organizations **in the last three years for item quoted**, shall not be considered as valid.
- g) Deviations or exceptions if any must be clarified and submitted. Substitutions offered by bidder should be of substantial equivalence to those designated standards.
- h) For Quality purpose sample will be checked by authorized Govt agency declared in GR Dated 01.12.2016. for this process required fees & charges will be bared by tenderer.

- i) Security deposit will be forfeited, If the samples are not found as per the specifications.
- j) The rules & regulations issued by Public Health Department, Govt. of Maharashtra shall be applicable to this tender.

3. Cost of binding :

The tenderer shall bear all costs associated with the preparation and submission of their online tenders and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4. Clarification of tender document

A prospective tenderer requiring any clarification of the tender document shall contact the Purchaser by letter or email before pre-bid meeting. Email ID – csaurangabad.store@gmail.com In case of any queries regarding e-tendering process you can mail on – eproc.support@mahatenders.gov.in

5. Amendment of tender document :-

- a) Purchaser may amend the tender documents by issuing Addenda/Corrigendum prior to the deadline of sale of tender documents.
- b) Any addendum/corrigendum as well as clarification thus issued shall be a part of the Tender documents and it will be assumed that the information contained in the amendment will have been taken into account by the Tenderer in its tender, such changes will be published on website only.
- c) To give prospective tenderer reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser shall extend, at its discretion, the deadline for submission of tenders, in which case, the Purchaser will notify all tenderer by placing it on website of the extended deadline and will be binding on them.

6. Submission of tenders:

- a) Tender should be submitted on or before last date of submission.
- b) Tender **should be submitted through website <http://mahatenders.gov.in> in two envelopes** i.e. Technical Bid in envelop No.1 & Commercial bid in Envelop No.2.
- c) Required EMD for the tender documents should invariably be submitted online only, should be submitted on or before last date of submission of tender.
- d) e-token based DIGITAL CERTIFICATE is mandatory for processing of tender. Digital signature certificate should be obtained from competent authority. Guidelines regarding e-tendering are available on the website or helpline numbers.
- e) **Late tender offers:** - Any delay in the submission of tender is not allowed & shall be considered as rejected /cancelled. Any Reason for the delay in submission shall not be entertained.
- f) **Envelope No.1(Technical Bid) :-** Technical bid must be submitted online at <http://mahatenders.gov.in> as per the instructions on the portal. The tenderer must upload the following documents as per-tendering process.
- g) **In the envelop No. 1 (Technical Bid) Following mandatory documents should be enclosed (upload) as below mentioned SEQUENCE & ORDER in single PDF Copy. Please do not enclose any irrelevant documents like Xerox copy of this tender document etc.**

Tenderer will have to provide original documents within 48 hours whenever it is needed.

1	Annexure-1 Submission Letter
2	Annexure-2 Previous performance report of the same or similar products in the tender for having manufactured and marketed for last three years in the format given in Annexure-2, supported with copies of purchase orders and satisfactory certificates issued by the clients should be attached.
3	Annexure-3 Annual turnover statement for last 3 years 2014-15, 2015-16 & 2016-17 in given format certified with signature of Chartered Accountant.
4	Annexure-4 Details of Bank of bidder for RTGS/NEFT Payment.
5	Annexure-5 Rider A Containing Resolution of Dispute, Arbitration, Governing Language, Applicable Laws, Indemnification.
6	Annexure-6 The instruments such as power of attorney, resolution of board etc. authorizing an officer of the tenderer, authorization letter nominating a responsible person of the tenderer to transact the business with the Purchaser.
7	Annexure -7 Notarised affidavit on non-judicial stamp paper of Rs. 500/-
8	Valid registration certificate under shop & establishment act, not applicable to manufacturer.
9	Valid registration certificate under Drugs & Cosmetic act 1940.

10	Self attested photocopy of factory licence/ manufacturing license issued by respective State Government for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license.If quoted item is manufactured at different places, Manufacturing License & Performance certificate from all such places from respective Authorities should be enclosed. In case the bidder is not manufacturer then he should submit manufacturing certificate who has given authority for bidding.
11	WHO GMP certificate is mandatory for all bidders. In case the bidder is not manufacturer then he should submit WHO GMP certificate of the manufacturer who has given authority for bidding.
12	Authority certificate from manufacturer is necessary for the bidder who is distributor or dealer. (Applicable to other than Manufacturer)
13	GST Registration certificate.
14	Copy of Challan of GST paid upto Nov- 2018 or till the date.
15	Copies of audited balance sheet, Profit and Loss Accounts for last three years i.e. 2015-16, 2016-17 & 2017-18.
16	PAN Card of Bidder.
17	Income Tax Return for the Assessment Year 2016-17 , 2017-18 to 2018-19
18	Copy of Software generated receipt of Tender Fee & EMD to be paid online through Net Banking. <i>As per Govt. Resolution by Industries, Energy & Labour Department, Maharashtra State, Date 01 December.2016, Para 3.1.2.1 (Annexure -8) Manufacturer's & Suppliers which are registered under " Micro & Small, Medium industries Development Act 2006 " are exempted from Tender Fee & Earnest Money Deposit. Government Undertaking Firms / Corporations also exempted from Tender Fee & Earnest Money Deposit. Manufacturer Firms who are registered for offered product under Government under taking firms, Micro and Small-scale Industries registered as a manufacturer under Micro & Small, Medium Industries Development Act, 2006, will be granted exemption from payment of Tender Fee & EMD in respect of tender item as specified in the technical specifications and mentioned in the registration certificate & EM part II which has been produced for exemption. This preference shall invariably be applicable to the manufacturers for the specific product as per technical specifications of this tender.</i>
19	Other relevant documents to the quoted products (e.g. ISO, etc).

h) Envelope No. 2 (Price bid):

- All Commercial offers must be submitted online at <http://mahatenders.gov.in> as per the instructions on the portal.
- Rates should be quoted separately for each unit (e.g. Tablet/Capsule/Bottle/Pkt/Vail/Ampoule etc) in the price schedule as per format for BOQ (Price Bid) given in EXCEL file only. **Annexure-7**
- Tenderers are strictly prohibited to change/alter specifications or unit size given in **Annexure-A** schedule of requirements while quoting.

7. Deadline for submission of tenders

- For submission of tender, tenderer must complete the online bid submission stages as per online schedule of the tender.
- The Purchaser may, at his discretion, extend the deadline for the submission of tender by amending the tender document in which case all rights and obligations of the Purchaser and Tenderer previously subject to the deadline will thereafter be subject to the deadline as extended.
- Offers not submitted online will not be entertained.

8. Opening of tender:

On the date and time specified in the tender notice following procedure will be adopted for opening of tender for which tenderers are allowed to attend himself or they may depute an authorized officer as his representative.

8.1 Opening of Envelope No.1 (Technical bid)- will be opened in the presence of tender opening authority and in the presence of tenderers or their representatives for e-tendering procedure.

8.2 Opening of Envelope No._2 (Commercial Bid) After the completion of technical scrutiny, Price Bid will be opened on working days. Date and time of price bid opening will be communicated via e-mail by the Purchaser separately to the eligible tenderers of Envelope No. 1.

9. Period of Validity of tenders:

- 9.1 The tenders shall remain **valid for a period of 120 days** after the date of opening of Envelope No. 1 (Technical bid). A bid valid for a shorter period shall be rejected.
- 9.2 Prior to the expiration of the bid validity the Purchaser may request the tenderer to extend the bid validity for the period as required by the Purchaser.

10. Earnest Money Deposit:

- 10.1 All tenderer must deposit Earnest Money Deposit (EMD) online only. The amount of EMD specified in Annexure-A Schedule of Requirements.
- 10.2 Manufacturer Firms who are registered for offered product under Government under taking firms, Micro and Small-scale Industries registered as a manufacturer under Micro & Small, Medium Industries Development Act, 2006, will be granted exemption from payment of EMD in respect of tender item as specified in the technical specifications and mentioned in the registration certificate & EM part II which has been produced for exemption.
- 10.3 The tenders submitted without EMD will be summarily rejected.
- 10.5 Unsuccessful tenderer's EMD will be discharged/returned within a period of 30 days after award of contract to the successful bidder.
- 10.6 Tenderer shall not be entitled for any interest on EMD /Security deposit.
- 10.7 The successful tenderer's EMD will be discharged after signing the Contract and submitting the security deposit as stipulated.
- 10.8 The EMD shall be forfeited:
 - a) In case the tenderer quotes price higher than running market rate.
 - b) Tenderer fails to accept the purchase order.
 - c) If a Tenderer withdraws its tender during the period of bid validity as specified in the Tender.
 - d) In case of a successful Tender, if the tenderer fails: to sign the Contract in accordance with terms and conditions or to furnish security deposit as per tender clause 15 .

11. Prices

- 11.1 The rate quoted and accepted will be binding on the tenderer and valid for a period of **“one year”** from the date of signing the contract and any increase in price will not be entertained during the contract period.
- 11.2 Rates should be quoted in Indian Rupees only for each of the required item separately(e.g. Tablet/Capsule/Bottle/Pkt/Vial/Ampule etc) on store delivery basis according to the unit asked for, as per format BOQ (Price Bid) (**Annexure-7**). Tender for the supply of item quoted in the bid with conditions like *"AT CURRENT MARKET RATES"* shall not be accepted. The Purchaser shall not be responsible for damages, handling, clearing, transport charges etc. will not be paid. The deliveries should be made as in the stipulated period, purchase order placed with successful tenderer. *Conditional tenders are not accepted and liable for rejection.*
- 11.3 If at any time during the period of contract, the price of tendered items is reduced or brought down by any Law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform the Purchaser immediately about such reduction in the contracted prices. The Purchaser is empowered to reduce the rates accordingly.
- 11.4 In case of any enhancement in GST due to statutory Act of the Govt. after the date of submission of tenders and during the tender period, the quantum of additional tax will be allowed to be charged extra as separate item without any change in Ex-factory cost structure of the items approved under the tender. For claiming the additional cost on account of the increase in TAX, the tenderer should produce a letter from the concerned Competent Authorities for having paid additional TAX on the goods supplied to the Purchaser and can also claim the same in the invoice.
- 11.5 The Purchaser reserves the right to split up the equal order quantity or award to one, for supplying the requirements amongst more than one tenderer provided that, the rates and other conditions of supply are same.

12. Technical specifications:

- 12.1 The Tenderer shall carefully read and understand the technical specifications, quality requirements, packing, applicable standards, Acts & Rules including the Mandatory requirement for substantiation of their compliance without deviating from tender requirements.
- 12.2 Deviations or exceptions if any must be clarified and submitted. Substitutions offered by bidder should be of substantial equivalence to those designated standards.

13. Evaluation of tenders:

- 13.1 After opening of Envelope No. 1 (Technical bid), on the scheduled date, time and venue, the Purchase committee shall examine the contents of the tenders received online through e-tendering process.
- 13.2 The Purchase committee shall scrutinize the documents mentioned above for its eligibility, validity, applicability, compliance and substantiation including post qualification criteria stipulated in tender document.
- 13.3 The Purchase committee shall also analyse that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.
- 13.4 The technical scrutiny shall be on the basis of submitted documents and rules including allied standards.
- 13.5 Any tender during the evaluation process do not fulfil the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation. However, the tenderer can check their tender evaluation status on the website.
- 13.6 Tenderer who will qualify the requirements and conditions mentioned in envelope no. 1, shall be declared as Eligible Tender for opening Envelope no. 2.

14. Security Deposit & Contract Agreement

- 14.1 The successful tenderer shall deposit the amount of security deposit in the form of bank guarantee to the purchaser within 05 days from the date of communication of acceptance of tender for an amount of 3% of the contract value. In case the tenderer fails to supply the goods within stipulated period, tenderer will be declared as a fraudulent and defaulter & following actions will be taken against the tenderer.
 - a) The extra expenditure incurred because of extra cost of purchase shall be recovered from the security deposit.
 - b) The Security Deposit of the tenderer will be forfeited, without prior notice. No complaint shall be entertained.
 - c) The tenderer will be debarred from participating in the tender for next three years.
- 14.2 The Security Deposit in the form of Bank Guarantee should be drawn in favour of the “ **Civil Surgeon , District Hospital Hingoli** ” payable at **HINGOLI** from any Nationalized or Scheduled bank. **(Please see Annexure-9).**
- 14.3 The Security Deposit will be returned to the Supplier within 60 days from the date of completion of contract, if there is no complaint regarding supplier's performance.
- 14.4 If supply is not received in good condition in that situation the amount of compensation will be recovered from the security deposit .

15. Award of contract:

- 15.1 The tender will be awarded to the tenderer, whose rates are found to be the lowest.
- 15.2 The rights has been reserved by the purchaser to increase or decrease in the quantity/ cancel the required items and purchaser also reserves the right to cancel or revise any or all the tenders or part of tenders without any reasons.
- 15.3 The amount of 1.5 % of order value should be deposited in the form of demand draft drawn in favour of the “ **Civil Surgeon , District Hospital Hingoli** ” payable at **HINGOLI** from any Nationalized or Scheduled bank by the successful tenderer, for an expenditure of tender processing i.e. publicity charges, experts honorarium, stationary charges and other incidental expenditure.

16. Period of Contract:

The period of contract shall be One year from the date of execution of the contract.

17. Delivery Period & Place of delivery :

The goods should be delivered within **30(Thirty)** days from the date of receipt of supply order. Place of delivery is order placing authorities store.

18. Liquidated damages:

If the supplier fails to deliver any or all goods with 30 days, will be charged 0.5% for delay within one week, maximum limit is 10% if order value is below 2 Lakhs. If the order value is above 2Lakh then the maximum limit of charges for delay will be upto 5%. Once the maximum limit is crossed the purchaser may terminate the contract.

19. Inspections and tests :

1. Report of quality assurance must be submitted with delivery challan/Invoice.
2. Purchaser may test any or all batches of supplied material, from Govt recognised laboratories. The expenses for the same will be bearded by supplier.
3. The Purchaser shall be the final authority to reject any part or complete supply of material, which is not found to be as per specifications . No payment shall be made for rejected stores. Rejected material must be replaced by the tenderer within one week, from the date of rejection at their own cost . In case rejected items are not replaced it will be destroyed, the cost for this process will be charged to the supplier.

21. Risk Purchase:

The contractor fails to deliver the stores of any instalment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the Government is entitled to cancel the contract and repurchase the stores not delivered at the risk and cost of the defaulting contractor. In the event of such a risk purchase, the defaulting contractor shall be liable for any loss which the Government may sustain on that account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of default to deliver the stores by the stipulated delivery period, within six months from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract.

22. Fall Clause:

It is a condition of the contract that all through the currency there of, the price at which you will the supply stores should not exceed the lowest price charged by you to any customer during the currency of the rate contract and that in the event of the prices going down below the rate contract prices you shall promptly furnish such information to us to enable to amend the contract rates for subsequent supplies.

23. Force Majeure:

If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (hereinafter referred to as "events"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract PROVIDED ALSO that if the contract is terminated under this clause, the purchaser shall be at liberty take over from the contract at a price to be fixed by the purchasing Officer which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

24. Confidentiality :

Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a Contract shall not be disclosed to tenderer or any other persons not officially concerned with such process until the notification of Contract award is made.

Any effort by the tenderer to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

25. Payment : The 100% Payment shall be made after submission of following documents only:

- (i) Three copies of invoice of supplier.
 - (ii) Quality assurance certificate for each batch of supplied material.
- In case of delay in supply, loss, damage to the material, shortage in quantity, the amount of charges for the same will be deducted from payment, without prior notice.

26. Corrupt or Fraudulent Practices:

The Purchaser as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.

Fraudulent practice" means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment of purchaser and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

"Collusive practice" means a scheme or arrangement between two or more tenderer, with or without the knowledge

of the Purchaser, designed to establish tender prices at artificial, non competitive level; and.

“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.

“The Purchaser will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question;.

The Purchaser will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

27. Rider A”

a) Resolution of dispute:

In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

b) Arbitration:

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator, Government of Maharashtra. The award passed by the sole Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made hereunder.

c) Governing Language: English language version of the contract shall govern its interpretation.

d) Applicable Laws:

The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

e) Indemnification:

The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the purchaser in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.

f) Jurisdiction:

All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in **HINGOLI** only and not elsewhere.

28. Saving clause :

No suits, prosecution or any legal proceedings shall lie against the **Civil Surgeon , District Hospital Hingoli** or any person for anything that is done in good faith or intended to be done in pursuance of tender.

Annexure-A

Schedule of Requirements:

No	Item description	Tender Fee	EMD In Rs.	Annual Turnover (inRs.)
1	Essential Drugs & Consumables	12,000/-	1,20,000/-	1,00,00,000/-

List of Drugs & Consumables

No	Name Of Drug/Consumable & Specification	Qty in No
1	Anti-D Immunoglobulin Inj Mono/Polyclonal 300 mcg PFS . Anti D (Rho-D) immunoglobulin (Human) ultra filtered or Nano filtered 300mcg / 1500 IU in PFS Single Dose Vial	100
2	Artesunate Inj 60 mg Vial	5000
3	Atropine Inj 0.6 mg/ml 1 ml	5000
4	Bupivacaine Heavy mixed with glucose solution Inj 0.5% + 7.5% 4 ml Amp	2500
5	Cefoperazone and Sulbactam for Inj 500mg + 500 mg Vial	10000
6	Hepatitis B Inj.Immunoglobulin IP 100 IU	50
7	Low molecular weight heparin (Enoxaparin) 0.64IU/PFS	300
8	Meropenam Inj 1 gm Vial	200
9	Metronidazole I.V Inj 500 mg 100 ml Bottle	8000
10	Multiple Electrolytes and Dextrose Injection Type III IP for Maintenance 500 ml Bottle	3000
11	Ondansetron Inj 2 mg/ml 2 ml Amp	10000
12	Phenytoin Inj 50 mg/ml 2 ml	4500
13	Pralidoxime chloride 1 gm (PAM) Inj.	800
14	Rabies immunoglobulin - Anti Rabies Serum Inj 2ml Human derived anti-rabies immunoglobulin 150 I U per ml - i.e. 300 mg per 2 ml vial	500
15	Tramadol Inj 50 mg 2 ml Amp	10000
16	Vitamin K1 Inj.	5000
17	Water for injection 10 ml	35000
18	Amoxicillin + Clavulanic acid Tab 500mg +125 mg	80000
19	Atenelol Tab 25 mg (Strip of 14 Tab)	10000
20	Azithromycin Tab 500 mg	74000
21	Cefpodoxime proxetil Tab 100 mg	100000
22	Ibuprofen Tab 400 mg	300000
23	Levofloxacin Tab 500 mg	100000
24	Norfloxacin Tab 400 mg	100000
25	Omeprazole Cap 20 mg	100000
26	Vitamine B Complex Tab	200000
27	Amoxicillin + Clavulanic acid dry Syrup 200 mg + 28.5 mg 30 ml Bottle	25000
28	Antacid Suspension Each 5 ml contains Aluminium Hydroxide 250 mg + Magnesium Hydroxide 250 mg + Dimethicone 50 mg, 170ML	10000
29	Azithromycin Syrup 200 mg/5ml 15ml	25000
30	Calcium with phosphate Syrup -200ml Each 5 ml contains: Vitamin D3 (cholecalciferol)I.P. 200 IU,Vitamin B12 (Cynocobalamin)I.P.2.5mcg,Calcium phosphate 82mg	20000
31	Cetirizine Syrup 5 mg/5 ml 30 ml	15000
32	Iron and Folic Acid Syrup with Autodispenser (50ml Bottle) Each 1 ml of IFA syrup should contain 20 mg of elemental Iron &100 mcg of Folic Acid .	18000
33	Paracetamol Syrup 125 mg /5 ml 60 ml	10000

No	Name Of Drug/Consumable & Specification	Qty in No
34	Zinc sulphate or gluconate syrup -50ml Zinc sulphate or gluconate Syrup : Each 5 ml of syrup contains Zinc Sulphate or gluconate equivalent to Elemental Zinc 20mg.	2000
35	Ciprofloxacin + Dexamethasone Eye Drops 5 ml Ciprofloxacin 0.3% w/v Dexamethasone 0.1% w/v E/D (5ml.Vial)	10000
36	Clotrimazole Mouth Paint 1 % 15 ml	4500
37	Diclofenac Gel 1 % 30 gm. Gel Diclofenac Diethylammonium Salt 1.16 %w/w /2.32% w/w (equivalent to Diclofenac Sod 1% w/w)-30 gm	20000
38	Clotrimazole Cream 1% 15 gm	25000
39	Framycetin Sulphate Cream 30 gm Oint. Framycetin skin 1 % w/w 30 gm	12000
40	Absorbent Surgical Gauze F II drug and cosmetic act 1940 in Than 50 cm x 18 mtr	5000
41	Adhesive Plaster cotton based hypoallergic 10cm x 5 Mtr Roll	4000
42	Cetrimide + Chlorhexidine Solution 5 ltr Jar	200
43	Chromic Catgut Size1 Length 76cm Box of 12 Foils	300
44	Disposable Spinal needle 23G Each	1500
45	Disposable syringe sterile with needle 1"10 ml	7000
46	Disposable Umbilical Cord Clamp Sterile	15000
47	Folleys Catheter (2way) No. 18 Each	4000
48	Folleys Catheter (2way) No. 16 Each	4000
49	Hydrogen Peroxide IP 500 ml	800
50	I.V.Cannula 20G Each	20000
51	I.V.Cannula 22G Each	20000
52	I.V.Cannula 24G Each	25000
53	I.V.Sets with hypodermic needle 21 G of 1.5 inch length Each	30000
54	Makintosh Double Colour Water Proof Rubber Width-110cm (Meter)	300
55	Plaster of Paris Bandages 15cm x 2.7 m Rolls	1200
56	Rolled cotton Bandage as per Schedule F-II 15cm x 4 Mtr Roll	8000
57	Surgical Spirit B.P -500ml. Surgical Spirit With methyl salicylate, Diethyl Phthalate and castor oil in denatured alcohol	2500
58	Surgical Gloves Powder free (Sterile) No. 6.5 Pair	25000
59	Surgical Gloves Powder free (Sterile) No. 7.5 Pair	25000
60	X-ray films Green base 10 x 12 Packet of 50 film	150
61	X-ray films Green base 12 x 15 Packet of 50 film	150
62	ABX Lysebio 0.4 Ltr (For Horiba Cell Counter)	35
63	ABX Cleaner 01 Ltr (For Horiba Cell Counter)	35
64	ABX Minidil LMG 10 Ltr (For Horiba Cell Counter)	28

Delivery Schedule : **30 days** (Thirty Days) from the date of receipt of supply order.

Delivery Terms : To the consignee destination on store delivery basis as per tender conditions.

Submission Letter

To

**Civil Surgeon ,
District Hospital
Risala Bazar, Akola Road,
Hingoli-431 513.**

Respected Sir,

I/We have gone through the tender document. I/We, the undersigned, offer to supply and deliver the goods under the above mentioned contract. I/We submit our technical documents in envelope No. 1 & list of rates of drugs & consumables in envelope No.2 online.

I/We undertake that, if our tender is accepted,

- 1) The drugs & consumables mentioned in tender document will be delivered with in the stipulated period for supply & as per given specification.
- 2) The amount of security deposit will be submitted within the time specified in the tender document.
- 3) I/We accept the tender validity period specified in the tender document.
- 4) I/We understand that once the final contract is done between us, then I shall follow the terms & conditions without any complaint.
- 5) I/We understand that you may accept any tender amongst the tenderers even though it may not be the lowest.
- 6) I/We understand that all the rights regarding tender process are reserved by the purchaser.

Place: _____

Date: _____

Signature & stamp of tenderer

Note : *This form must be signed & Stamped in original, to be submitted to this office along with affidavits on or before sale close or with 48 hours after sale close of tender.*

ANNEXURE -2

Last Performance Statement

(For a period of last 3 Years) i.e. 2015-16, 2016-17 & 2017-18.

No	Name of Product	Name & address of Purchaser	Order No. & Date	Qty	Remark

Signature & stamp of tenderer

Note:- Please enclose the copies of supply orders & satisfactory report from client.

ANNEXURE -3

Annual Turnover Statement

(2015-16, 2016-17 & 2017-18)

Certified that, below mentioned amount of annual turnover of M/s

_____ is true and correct as

per their financial record.

No.	Year	Turnover (Rs.)
1	2015-16	
2	2016-17	
3	2017-18	

Date :-

Seal :-

Signature of Chartered Accountant

Name:-

(in capital letters)

Note:- Please do not overwrite.

Annexure - 4

Details of Bank for RTGS/NEFT Payment

1	Name of firm	
2	Postal Address	
3	Pin code	
4	Pan Card No.	
5	E-Mail I.D.	
6	Contact No.	
7	Mobile No.	
8	Name of Bank	
9	Bank Address	
10	Branch name & Code	
11	Bank Account No.	
12	Nature of Account	
13	IFSC Code	
14	MICR Code	

Above information is correct as per our record.

Date:

Seal:

Sign & Stamp Of Bidder

Annexure - 5

RIDER A

(Please see terms & condition No.27)

RESOLUTION OF DISPUTE

In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

ARBITRATION

In the event of failure to settle the dispute amicably between the parties, the same shall be referred to the sole arbitrator, if dispute arise. The award passed by the sole Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be carried out as per the Indian Arbitration and Conciliation Act, 1996 and the rules made hereunder.

GOVERNING LANGUAGE

English language version of the contract shall govern its interpretation.

APPLICABLE LAWS

The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

INDEMNIFICATION

The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the purchaser in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.

Date:-

Place :-

**Signature &
stamp of bidder**

Annexure – 6

Power of Authority

(Resolution of board etc authorizing representative of the bidder or authorization letter nominating a responsible person of the bidder to transact the business with the purchaser)

I/We authorize the person named below, Self or he/she is the regular employee of my/our firm.

1	Name Firm	:	
2	Full Address	:	
3	Contact No.	:	
4	Email I.D.	:	
5	Information of Authorized Representative or Self (Owner)		
	A) Name of Person	:	
	B) Contact No.	:	
	C) AADHAR Card No.	:	
	D) PAN Card No.	:	
	E) Email I.D.	:	

Date :

Signature & stamp of bidder

Note: Please attach the photo copy of AADHAR & PAN CARD of appointed representative, it must be attested by owner/bidder. If power of authority not issued to representative, then attach same of owner, photo copy of AADHAR & PAN CARD must be self attested by bidder.

Format of Notarized Affidavit on Non-Judicial Stamp Paper Rs. 500/-

To

**Civil Surgeon ,
District Hospital
Risala Bazar, Akola Road,
Hingoli- 431 513.**

Respected Sir,

A) I.....(Name of Authorized Signatory to sign the contract)
Age
Address.....hereb
y submit, vide this affidavit in truth, that I am the owner of the contracting firm
M/s..... authorized signatory and I am submitting the documents in envelope
No. 1. For the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned
below :-

1. I am liable for action under Indian Penal Code for submission of any false / fraudulent documents/ Information submitted in envelope No. 1 .
2. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted, subletting company or by myself.
3. I am liable for action under Indian Penal Code if any papers are found false / fraudulent during contract period and even after the completion of contract (Finalisation of final Bill).

B) M/s.....Address.....
this firm has not been found guilty of malpractices, misconduct, or blacklisted/debarred for the quoted product by Public Health Department, Govt. of Maharashtra or by any local authority and other State Government /Central Government organization in the past three years for the quoted item.

C) I under take that the rates quoted in the tender are not higher than DPCO, NPPA or not higher than MRP.

D) I learnt all terms and conditions of this tender & I accept all terms & conditions (Sr. N. 1 to 27) mentioned in this tender document.

Place:_____

Signature & stamp with date of tenderer

Seal & sign of Notarization with date

Note : This document must be signed & Stamped in original, to be submitted to this office along with annexure 1 on or before sale close or with 48 hours after sale close of tender.

ANNEXURE –8

Envelop No 2

Please don't upload this document in envelop No 1.
BOQ (Excel File) is online separately provided.

Format of BOQ (Price Bid)

No	Name Of Drug/Consumable & Specification with store delivery	Rate/Unit
1	Anti-D Immunoglobulin Inj Mono/Polyclonal 300 mcg PFS . Anti D (Rho-D) immunoglobulin (Human) ultra filtered or Nano filtered 300mcg / 1500 IU in PFS Single Dose Vial	
2	Artesunate Inj 60 mg Vial	
3	Atropine Inj 0.6 mg/ml 1 ml	
4	Bupivacaine Heavy mixed with glucose solution Inj 0.5% + 7.5% 4 ml Amp	
5	Cefoperazone and Sulbactam for Inj 500mg + 500 mg Vial	
6	Hepatitis B Inj.Immunoglobulin IP 100 IU	
7	Low molecular weight heparin (Enoxaparin) 0.64IU/PFS	
8	Meropenam Inj 1 gm Vial	
9	Metronidazole I.V Inj 500 mg 100 ml Bottle	
10	Multiple Electrolytes and Dextrose Injection Type III IP for Maintenance 500 ml Bottle	
11	Ondansetron Inj 2 mg/ml 2 ml Amp	
12	Phenytoin Inj 50 mg/ml 2 ml	
13	Pralidoxime chloride 1 gm (PAM) Inj.	
14	Rabies immunoglobulin - Anti Rabies Serum Inj 2ml Human derived anti-rabies immunoglobulin 150 I U per ml - i.e. 300 mg per 2 ml vial	
15	Tramadol Inj 50 mg 2 ml Amp	
16	Vitamin K1 Inj.	
17	Water for injection 10 ml	
18	Amoxicillin+Clavulanic acid Tab 500mg +125 mg	
19	Atenelol Tab 25 mg 14 Tab	
20	Azithromycin Tab 500 mg	
21	Cefpodoxime proxetil Tab 100 mg	
22	Ibuprofen Tab 400 mg	
23	Levofloxacin Tab 500 mg	
24	Norfloxacin Tab 400 mg	
25	Omeprazole Cap 20 mg	
26	Vitamine B Complex Tab	
27	Amoxicillin + Clavulanic acid dry Syrup 200 mg + 28.5 mg 30 ml Bottle	
28	Antacid Suspension Each 5 ml contains Aluminium Hydroxide 250 mg + Magnesium Hydroxide 250 mg + Dimethicone 50 mg, 170ML	
29	Azithromycin Syrup 200 mg/5ml 15ml	
30	Calcium with phosphate Syrup -200ml Each 5 ml contains: Vitamin D3 (cholecalciferol)I.P. 200 IU,Vitamin B12 (Cynocobalamin)I.P.2.5mcg,Calcium phosphate 82mg	
31	Cetirizine Syrup 5 mg/5 ml 30 ml	
32	Iron and Folic Acid Syrup with Autodispenser (50ml Bottle) Each 1 ml of IFA syrup should contain 20 mg of elemental Iron &100 mcg of Folic Acid .	
33	Paracetamol Syrup 125 mg /5 ml 60 ml	
34	Zinc sulphate or gluconate syrup -50ml Zinc sulphate or gluconate Syrup : Each 5 ml of syrup contains Zinc Sulphate or gluconate equivalent to Elemental Zinc 20mg.	

No	Name Of Drug/Consumable & Specification with store delivery	Rate/Unit
35	Ciprofloxacin + Dexamethasone Eye Drops 5 ml Ciprofloxacin 0.3% w/v Dexamethasone 0.1% w/v E/D (5ml.Vial)	
36	Clotrimazole Mouth Paint 1 % 15 ml	
37	Diclofenac Gel 1 % 30 gm. Gel Diclofenac Diethylammonium Salt 1.16 %w/w /2.32% w/w (equivalent to Diclofenac Sod 1% w/w)-30 gm	
38	Clotrimazole Cream 1% 15 gm	
39	Framycetin Sulphate Cream 30 gm Oint. Framycetin skin 1 % w/w 30 gm	
40	Absorbent Surgical Gauze F II drug and cosmetic act 1940 in Than 50 cm x 18 mtr	
41	Adhesive Plaster cotton based hypoallergic 10cm x 5 Mtr Roll	
42	Cetrimide + Chlorhexidine Solution 5 ltr Jar	
43	Chromic Catgut Size1 Length 76cm Box of 12 Foils	
44	Disposable Spinal needle 23G Each	
45	Disposable syringe sterile with needle 1"10 ml	
46	Disposable Umbilical Cord Clamp Sterile	
47	Folleys Catheter (2way) No. 18 Each	
48	Folleys Catheter (2way) No. 16 Each	
49	Hydrogen Peroxide IP 500 ml	
50	I.V.Cannula 20G Each	
51	I.V.Cannula 22G Each	
52	I.V.Cannula 24G Each	
53	I.V.Sets with hypodermic needle 21 G of 1.5 inch length Each	
54	Makintosh Double Colour Water Proof Rubber Width-110cm (Meter)	
55	Plaster of Paris Bandages 15cm x 2.7 m Rolls	
56	Rolled cotton Bandage as per Schedule F-II 15cm x 4 Mtr Roll	
57	Surgical Spirit B.P -500ml. Surgical Spirit With methyl salicylate, Diethyl Phthalate and castor oil in denatured alcohol	
58	Surgical Gloves Powder free (Sterile) No. 6.5 Pair	
59	Surgical Gloves Powder free (Sterile) No. 7.5 Pair	
60	X-ray films Green base 10 x 12 Packet of 50 film	
61	X-ray films Green base 12 x 15 Packet of 50 film	
62	ABX Lysebio 0.4 Ltr (For Horiba Cell Counter)	
63	ABX Cleaner 01 Ltr (For Horiba Cell Counter)	
64	ABX Minidil LMG 10 Ltr (For Horiba Cell Counter)	

Signature of the tenderer
Name
Designation
Business address

Security Deposit Form

To,
Civil Surgeon ,
District Hospital
Risala Bazar, Akola Road,
Hingoli – 431 513.

Where as M/s.....(Name of Supplier)

Hereinafter called "the Supplier" has undertaken, in pursuance of Contract No.....dated / /2017 to supply..... (Description of Goods and Services) hereinafter called "the Contract".

Andwhere as it has been stipulated by you in the said contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the supplier's performance obligations in accordance with the contract.

Andwhere aswe have agreed to give the Supplier a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total ofRs. /- (Amount Rs.....) (*the Guarantee in Words and Figures*) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....200.....

Place:-

Date:-

Signature and Seal of Guarantors