

**TERMS AND CONDITIONS**

1. **PRICES:** Kindly indicate your rates, the quantum of taxes, duties Handling charges and any other charges applicable. **The basic rate quoted shall remain firm and valid till the completion of the total quantity.** Any statutory changes in GST pattern during the contractual period will be considered on valid documentary evidence furnished to us prior to supply.
2. **PAYMENT:** Our normal payment terms are within 30 days of receipt of material or bills, whichever is later.
3. **QUANTITY:** Quantity indicated in the tender is the approximate projected requirement. Orders will be released from time to time as per our actual requirement. **There shall be no contractual liability for the Port to order full quantity as mentioned in tender.** Right to increase or decrease quantity shall vest with Chief Medical Officer, Mormugao Port Authority-Hospital.
4. **DELIVERY:** The requirement is for the duration of 1-2 year and is to be supplied in staggered lots as per actual requirement. You shall have to do the arrangement for delivery of filled gas cylinders and collection of empty cylinders from our MPT Hospital, Stores Section, Sada. The orders will be released by our office from time to time based on our actual requirement. You have to supply/refill number of cylinders immediately on receipt of intimation over phone from our Nursing Supdt. (NS), Medical Department.
5. **Deposit towards Cylinders:** Cylinders have to be provided by contractor in case some amount is required to be paid as Security Deposit towards your gas cylinders, kindly indicate the amount for each cylinder.
6. **PERFORMANCE SECURITY GUARANTEE DEPOSIT:** The successful bidders shall furnish Performance Security Deposit @10% of the contract value i.e. only basic rate (exclusive of GST) within 14 days from the date of receipt of contract. The same may be furnished by DD or through NEFT/RTGS. The Performance Security Deposit will be returned only after successful completion of the contract i.e. after supply of entire projected quantity or till the contract is closed, whichever is earlier. In case Security deposit amount is not deposited the same will be deducted from bills.
7. **LIQUIDATED DAMAGES:** In the event of delay in supply, liquidated damages at **0.5% of** the total basic value of the undelivered quantity will be levied per week or part thereof of delay. The total liquidated damages shall however not 10% of the total basic value of each Purchase Order exceed. The total basic value here means the total value of the Order exclusive of GST, etc. The date of receipt of medicine in our Stores will be considered as date of delivery for the purpose of liquidated damages.
8. **FORCE MAJEURE & EXTENSION IN DELIVERY PERIOD:** In case of failure to deliver the material/medicine in time which shall have arisen from war, insurrection, restraint imposed by the Govt., Act or legislation or other authority, accident, strike, riot, lockout or unforeseen events beyond human control directly or indirectly interfering with the supplies of stores or from any cause

which the purchaser may admit as reasonable ground for an extension of time, the purchaser will allow such additional time he considers reasonable provided that the contractors/suppliers shall report immediately to the purchaser on the occurrence of any such cause as aforesaid which will or might affect the performance of the contract. Request for extension received after expiry of the delivery schedule will not be entertained.

9. We may also require cylinders of different capacities to be refilled based on same unit, the quantity shown is approximate and may vary as per our requirement.
10. The Charges towards Hydraulic Testing of Cylinders each of the above capacity (testing will have to be done only if required) and any other charges should be clearly indicated in your offer.
11. **MSE CONDITIONS:**
  - a. Among all bids, the lowest bid will be termed as L1, if L1 is Micro and small Enterprises registered with MSME, the contract will be awarded to L1.
  - b. If L1 is not from Micro and Small Enterprises registered with MSME and the tendered quantity is divisible in nature, than the tenderer participating as Micro and Small Enterprise, quoting price within a price band L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 per cent of total tendered value of item.
  - c. Out of the 25% reservation to MSE's, 4% is to be reserved for MSE's owned by SC & ST and 3% to MSE's owned by women.
  - d. The above facility is applicable only where it is possible to split the quantity among the bidders.
12. **JURISDICTION:** In case of any dispute, the jurisdiction will be GOA only
13. **AMICABLE SETTLEMENT OF DISPUTES:** If any dispute or differences or claims of any kind arises between the Mormugao Port Authority and the Contractor in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, whether before or after the termination of this Agreement, and so notified in writing by either Party to the other party refer the disputes to the Chairman of Mormugao Port Authority and Contractor as the case may be for amicable settlement, and upon such reference, the said persons shall meet not later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve the such dispute, difference or claim.
14. **CONCILIATION:** If such meeting does not take place within 15 (fifteen) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause (17) or such longer period as may be mutually agreed by the parties, either parties may agree to refer the Dispute to Conciliation & Settlement Committee constituted by the Indian Ports Association and approved and

appointed by the Board of Mormugao Port Authority as per the provisions of the Arbitration & Conciliation (Amended) Act, 2015. The standard operating procedures for conciliation & settlement of disputes contained in the policy guidelines circulated by the Indian Ports Association and approved & issued by the Board of Mormugao Port Authority on the subject, which shall be in alignment with the provisions contained in Section 63 and 64 of the Arbitration & Conciliation (Amendment) Act, 2015. In case the recommendations / decision of the committee is not acceptable to any of the party. It shall be free to refer the dispute to arbitration in accordance with the provisions of Clause 17 or 18.

**15. ARBITRATION:** Any Dispute which is not resolved amicably as provided in Clause 17 and/or 18 shall be finally settled by arbitration as set forth below: -

- i. The Dispute shall be referred to the Society for Affordable Redressal of Disputes - Ports (hereinafter called as SAROD - Ports). The dispute shall be dealt with in terms of Rules of SAROD - Ports. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD - Ports and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The Dispute shall be governed by Substantive Law of India.
- ii. The constitution of Arbitral Tribunal, code of conduct for Arbitrators and fees and expenses of SAROD - Ports and Arbitral Tribunal shall also be governed by the Rules of SAROD - Ports as amended from time to time.
- iii. The seat of Arbitration shall be New Delhi, or a place selected by the Governing Body of SAROD - Ports and the language for all documents and communications between the parties shall be English.
- iv. The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be borne by each party itself.

**16. ADJUDICATION BY ADJUDICATORY BOARD:** In the event of constitution of a statutory Adjudicatory Board or such other forum with powers to receive and adjudicate upon disputes between the Contractor and the Mormugao Port Authority, all disputes not settled under Clause 2 through conciliation, can alternatively be referred to the Adjudicatory Board or such other forum with mutual consent of the parties in accordance with the applicable laws. For avoidance of doubt, parties hereto agree that notwithstanding anything contained herein above, after adjudication by the statutory Adjudicatory Board or such other forum, the parties cannot refer the dispute, difference or controversy of whatsoever nature again under Clause 17 and the adjudication hereunder shall be final and binding.

NOTE: In addition to above, any other mechanism to resolve the dispute as per the directives of Ministry as and when received will be applicable to the Tender, with mutual consent of both the parties.

**17. MAKE IN INDIA:** As per the 'Make in India' policy of the Govt. of India, all the tenderers are to furnish a self-declaration indicating clearly the 'Local Content'. 'Local Content' means – the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item (excluding the net domestic indirect taxes) minus the value of the imported content in the item (including all custom duties) as a proportion of the total value, in percentage. Offers will not be considered without the required self-declaration clearly indicating the percentage local content.

**18. COUNTRIES SHARING LAND BORDER WITH INDIA:** As per the Public Procurement No. 1 Oder No. F6/18/2019-PPD dtd. 23.07.2020 of the Public Procurement Division in the Department of Expenditure, of the Ministry of Finance, any bidder from a country which shares a land border with India is eligible to bid in this Tender, provided the bidder is registered with the Competent Authority as specified in the Order.

**The Administration reserves the right to reject any tender in part or in whole without assigning any reason for doing so.**

**CHIEF MEDICAL OFFICER**

## UNDER TAKING

I \_\_\_\_\_ (Name), aged \_\_\_\_\_ years, s/o \_\_\_\_\_  
\_\_\_\_\_ (Name), Proprietor/ Managing Partner/ Managing Director  
of \_\_\_\_\_ (Name of the Agency) do hereby state as follows:

1. The supply order submitted against the pre-qualification criteria was not cancelled.
2. The G.S.T. invoice amount relevant to the supply order have been received by us.

\_\_\_\_\_

**Signature**

**Name** ( \_\_\_\_\_ )

**Place:-** \_\_\_\_\_

**Date:-** \_\_\_\_\_

(To be submitted in Non-Judicial Stamp Paper value of Rs.20/- and to be uploaded along with Technical Bid in GeM Portal)

**DECLARATION** ( For MSE Units only )

I/ We \_\_\_\_\_ on behalf of  
M/s. \_\_\_\_\_ in the capacity of \_\_\_\_\_  
(position) hereby declare that –

1. Our MSE Unit(s) is/are availing benefits extended by MSME, Government of India to Micro and Small Enterprises (MSEs) ....for the work of “  
\_\_\_\_\_” invited vide E- Tender Ref.  
No.: \_\_\_\_\_.
2. Our MSE Unit(s) has/have not been awarded any Work/Supply under MSME benefit during the current financial year. **OR** Our MSE Unit(s) has/have been awarded Work/Supply for a total value of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_only) under MSME benefits as on date and same Work(s) / Supply is/are “in hand (progress)/ Incomplete” during the current financial year. Further we confirm that the value of Work(s)/Supply is/are in hand (awarded under MSME benefits) during the financial year plus estimated cost of this tender has not crossed the “Monetary Limit” mentioned in NSIC Certificate.
3. Our firm is participating in this tender under “MSE Unit”.

NOTE: Strike out the conditions in (2) whichever is not applicable. Decision on any discrepancy in this “DECLARATION” shall be at the discretion of MPA and shall be final and binding.

Date:

Signature of Bidder/  
Authorized Signatory  
(With Company Seal)

ATTESTED BY NOTARY PUBLIC

ANNEXURE III

(TO BE UPLOADED IN GeM PORTAL ALONG WITH TECHNICAL BID)  
(To be in the Company letter head)

**DECLARATION & UNDERTAKING BY MICRO & SMALL SCALE ENTERPRISES**

Sl.No.	Particulars	Details
1	Is your organization Proprietary/ Partnership/ Private Limited Companies/Public Limited Company/Others	.....
2	Does your organization belongs to Micro/Small/Medium scale Industry/ other? (Please tick mark appropriate box. If bidder is Start-up & MSE, then please tick mark both)	Micro /Small Scale /Medium Others
3	Whether Manufacturer for the tendered items (Supply)/ Service Provider for the tendered services as per MSE certification. (Please tick mark the appropriate)	Manufacturer for supply items / Service Provider for services Trader/Reseller/Authorized agent/ distributor Non MSE Bidder
4	In case you belong to Micro/Small/Medium Scale Enterprises whether you are registered under SC/ST Category. (Please tick mark the appropriate).	Yes/No If Yes SC/ST
5	In case you belong to Micro/Small/Medium Scale Enterprises whether special provision for MSEs owned by Women claimed.	Yes/No

**A) CATEGORISATION OF MSE/SC-ST/WOMEN VENDORS**

1. In case of Micro/Small/Medium scale Enterprises, kindly attach Registration Certificate issued by DIC/KVIC/KVIB/Coir Board/NSIC/Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as UdyogAadhaar Memorandum/Acknowledgment.
2. SC/ST and Women entrepreneurs registered under MSEs need to submit valid documentary evidence.

**B) DECLARATION IN CASE OF MSE BIDDERS/START-UP COMPANIES**

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs)/Start-ups, we hereby declare as under;

- a) We are a Micro/Small Enterprise, as on bid closing date of this tender.
- b) We are a Manufacturer of the quoted supply item(s)/service provider for quoted services and valid MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- c) We are a 'Start-up' company and we are enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection/cancellation of order/subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory (With Company Seal & Signature)