



मुरगांव पतन प्राधिकरण-चिकित्सा=विभाग

MORMUGAO PORT AUTHORITY-MEDICAL DEPARTMENT

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Date:13.08.24



From:
MORMUGAO PORT AUTHORITY
MEDICAL DEPARTMENT
MEDICAL PROCUREMENT & STORES
HEADLAND, SADA, MORMUGAO, GOA-403 804

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NOTICE INVITING LIMITED TENDER

Mormugao Port Authority, Medical Department (MPA Hospital) invites offers for the supply of following Materials from the registered vendors.

Tender No.	MD/PS/654	Tender Closing Date & time	28-08-2024 at 15.00 hrs
	Our Code/Composition of Medicine	Quantity	Approved Companies
	H2074240 Glucose Strips with minimum 10 Nos. Glucometers Compatible with Strips free of cost. (Pack of 50/100 strips). (Terms & Conditions as per attached Annexure 'B')	9000 Nos. (To be supplied in staggered lots)	Roche(Accu check Performa) OR Arkray Healthcare Pvt. Ltd. OR Onetouch Select Plus (Mfd. by Lifespan Europe GmbH) OR Contour (Mfd. by PHC Corporation, Japan & Mktd. By Ascensia Diabetes, Thane) (Suitable for Institutional Application)
	Delivery Period: To be supplied in staggered lots.	Note: Offers only for the approved companies will be considered.	

The bidder should submit the Tender in the sealed cover and only in the **prescribed format given overleaf**, super-scribing with **tender number and opening date** and should address to the office of **Chief Medical Officer** OR Alternately, the bid envelope can also be deposited in the Tender Box located in Hospital premises on **or before the closing date/time**. **Note: The bids received after closing date/time will not be considered.** The tenders received on or before the closing date will be opened on the tender closing date at 15.30hrs.

If the bidder desires to furnish their offer by e-mail, than they will have to send the offers **with protected password before the closing due date & time of tender**. The protected password will have to be sent on the closing date **between 15.00-15.30hrs strictly by mail**. If the Password is received thereafter, the tender will not be considered.

The terms & conditions are given overleaf. The bidders should accept all the tender terms & conditions. The Bidders may witness the tender opening if they desire so.

The Administration reserves the right to accept or reject any tender in whole or in part without assigning any reasons thereof.

Thanking You,

भवदीय,

Chief Medical Officer

TENDER TERMS AND CONDITIONS

1. The bidder should quote their prices on FOR destination basis to be supplied to our Stores at Headland Sada on door delivery basis inclusive of freight and clearly indicate the quantum of GST.
2. We being Govt entity, the bidders shall quote prices applicable to Govt. Hospitals/Institutions. The bidders should indicate the prevailing MRP rates.
3. Any delay in supply is subject to LD @ 0.50% per week. Max 10% of the basic value of tender. Further, in case of delay in supply beyond delivery date, we may reject the entire supplied quantity or in part thereon.
4. **Expiry of Item:** The expiry period of the item shall not be less than 2/3rd of the manufacturing shelf life at the time of supply. In case the item having less than 2/3rd shelf life at the time of supply, expires the successful tenderer shall arrange to replace the same by fresh stock at his own cost. Further, item even if having 2/3rd shelf life which remain unused for 3 months prior to date of expiry shall be collected by the supplier immediately upon intimation and the same shall be replaced with fresh stock with longer expiry or credit note for equivalent value of the item shall be issued
5. The Offer once quoted shall be valid for 60 days from the date of opening.
6. **Payment:** Payment will be made within 30 days after the receipt of the bills/materials; whichever is later provided the bill is in order.

Chief Medical officer मुख्य चिकित्सा अधिकारी

Tenderers should furnish their offer only in the sample format given below:

Enquiry No: MD/PS/		Due on:			at 15:00 hrs			
Description of Item quoted	Name of Company	Brand Name	Packing size	Quantity /Unit	MRP Rate	Rate Offered without GST (Basic)	GST in %	Final unit Rate with GST in Rs.
The Delivery Period Offered: Please indicate the earliest delivery period offered								
We are the authorised dealer/distributor and agree to supply Mormugao Port Authority, the material specified in the subject tender in accordance with the terms and conditions thereon. We further agree that the acceptance of this tender by the Chief Medical Officer shall constitute a binding Contract between us and the Mormugao Port Authority. We will furnish the authorization letter on demand.								
Date	Signature of Bidder with Office seal							
Name of Tenderer / Contact mobile number & Complete Office Address of Bidder								

Annexure 'A'

Description of Item	Quantity	Approved Companies	<i>Mention the name of Manufacturer & Marketed by, Brand & model Quoted.</i>
Glucose Strips with minimum 10 Nos Glucometers compatible with strips free of Cost (suitable for institutional supply)	9,000 Nos. (to be supplied in staggered lots)	<i>Roche (Accu Check Performa) or Arkray Healthcare Pvt. Ltd. or Onetouch Select Plus (Mfd. By Lifespan Europe GmbH) or Contour (Mfd. by PHC Corporation, Japan & Mktd. By Ascensia Diabetes, Thane)</i>	

Kindly submit this Annexure duly filled & with Company Seal

TENDER TERMS & CONDITIONS

1. The Manufacturer or the authorized dealers / distributors / stockist appointed by the manufacturer are eligible to quote against this tender.
2. ***The Authorized Dealers / Distributors / Stockist quoting should furnish the Authorization Letter from their Principal Manufacturing Company for quoting against this tender, addressed to CMO, Mormugao Port Authority Hospital as shown in the attached prescribed format, else the offer will not be considered.***
3. **PRICES:** The prices should be quoted on **F.O.R. destination basis** to be supplied to our stores at MPA Hospital on door delivery basis. **The basic rate quoted shall remain firm for a period of 1 year.** Any statutory changes in GST pattern during the contractual period will be considered on valid documentary evidence furnished to us prior to supply.
4. **The basic rate quoted shall remain firm for a period of 1 year. Kindly confirm the same clearly in your offer.**
5. Kindly submit the Catalogue / Technical literature of the item quoted alongwith your offer.
6. ***You will have to supply minimum 10nos. Glucometers compatible with the strips quoted by you free of cost alongwith the first lot that will be supplied. The maintenance / calibration or replacement of any faulty Glucometer as required over the period of 01year will have to be carried by you immediately free of cost. Kindly confirm the same clearly in your offer, else your offer may not be considered.***
7. **DELIVERY:** The item shall be supplied **within 4 weeks** from the date of receipt of each Purchase Order. The item shall be supplied to our Stores Depot at MPA Hospital, Headland Sada, Mormugao, Goa. The delay in supply beyond 4 weeks from the date of issue of order will be liable for Liquidated Damages (L.D.).
8. **Offers only from the approved companies will be considered.**
9. **QUANTITY:** Quantity indicated in the tender is the approximate projected requirement for One year duration. 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.
10. **PERFORMANCE SECURITY DEPOSIT (P.S.D.):** The successful bidder shall furnish P.S.D @ 10% of the basic value of the order within 14 days from the date of receipt of contract. The PSD will be accepted in the form of Bank Guarantee if the contract value is more than Rs. 10 lakhs. In case the Contract Value is less than ₹10 lakhs, the P.S.D shall be furnished by DD or through NEFT/RTGS. In case, if the Performance Security Deposit is not furnished, the amount will be deducted from their bills before payment. The Performance Security Deposit of the supplier will be forfeited in favour of the Port, if the supplier fails to fulfil observance of any, or all the material specifications, or clauses of the tender. **The P.S.D. of successful bidders will be returned only after completion of Contract i.e. after successful supply of entire projected quantity.**
11. **PAYMENT:** Our payment terms will be 100% within 30 days on receipt of materials/bills whichever is later only through RTGS/EFT. Bidder may kindly note that a TDS on GST @ 2% will be deducted on every bill, if the Contract value for each item is ₹ 2.50 lakhs and above.

- 12. 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 item in our Stores will be considered as date of delivery for the purpose of liquidated damages.
- 13. FORCE MAJEURE & EXTENSION IN DELIVERY PERIOD:** In case of failure to deliver the item 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.
- 14. 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.
- 15. ACTION AGAINST SUPPLIERS WHO FAIL TO SUPPLY ORDERED MEDICINES:** The ordered item should be made available to the MPA Hospital within 4weeks from the date of issue of orders, failing which Port may initiate appropriate action against such Company/ their authorized Distributors/ Stockiest, for non-supply, on case-to-case basis.
- 16. REMOVAL OF REJECTED MEDICINES:** The Supplier will remove the rejected item within 7 days of the date of issue of the rejection letter, at their cost, failing which the responsibility of Port will cease and the Item will remain in the Store at the risk and cost of Supplier.
- 17. PENALTY:** In case the Supplier supplies item of sub-standard quality or of brand other than the approved one or fails to replace the item which are rejected on account of sub-standard/defective or alternatively fails to give the credit note for the rejected/expired medicines, Supplier will be penalized as deemed fit. The Bidder/Supplier can be debarred from participating in future tenders due to the above reasons. The Bidder/Supplier shall also be debarred if proved guilty of breaching the 'Code of Integrity' as per Rule 175 of General Financial Rules 2017.
- 18. EXPIRY OF ITEM:** The expiry period of the item shall not be less than **2/3rd** of the manufacturing shelf life at the time of supply & in case the item even if having 2/3rd shelf life remains unused for 3 months prior to date of expiry, the same shall be collected immediately upon intimation and replaced immediately by fresh stock having longer expiry or credit note shall be issued immediately against the equivalent value of item due to

expire. In case the expired items are not collected by the Supplier, an amount equivalent to the cost of expired items will be deducted from their running bills.

19. **INDEMNITY** : The Supplier shall at all times indemnify the Port Hospital against all claims which may arise in respect of the item supplied for infringement of any right protected by patent, registration of design or trademark and claims/damages arising out of supply of substandard material.
20. **INSPECTION**: Before acceptance, the supplied item will be inspected by our Pharmacist/Doctors, The item supplied which are not found according to description (composition) as mentioned on Order, or having defective/substandard packing, or with short expiry, or found sub-standard by FDA, will be rejected outright.
21. **TRANSPORTATION**: - The item shall be dispatched by suitable transport, duly packed and insured at suppliers' cost, through any reliable Transport Co., and consigned to the Chief Medical Officer, Mormugao Port Authority Hospital, Headland, Sada, Mormugao, Goa on "freight paid/door delivery" basis.
22. **PACKING**: The item shall be suitably packed to withstand the hazards of transportation.
23. **I.T. CERTIFICATE**: Tenders shall be accompanied by a copy of latest Income Tax clearance Certificate or else the tenderer shall indicate PAN number and submit a copy of PAN Card.
24. **DEFINITIONS:-**
 - (a) PURCHASER means *Chief Medical Officer* on behalf of the Chairman of the Board of Authorities of Mormugao Port.
 - (b) *INSPECTION OFFICER* means the person, firm or department nominated by the purchaser to inspect stores on his behalf.
 - (c) *CONTRACTOR* means the person, firm or company whose tender is accepted.
25. **CONTRACT**: This contract is for the supply of stores of the description at the rate in the quotation as and at the time and place detailed in the Schedule Order.
26. **JURISDICTION**: In case of any dispute, the jurisdiction will be GOA only.
27. **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.
28. **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.

29. ARBITRATION: If 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.

30. 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.

32. 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.

33. 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

Instruction to Furnish Authorization Letter

1. This letter shall be typed on the 'Company's letterhead, and issued by the authorized Official of Company, duly signed and stamped.
2. The Authorization letter shall clearly state the name of authorized dealer/distributor with address and also indicate the name, designation and contact number of authorized person.
3. Format for Authorization Letter:

To:
The Chief Medical Officer
Mormugao Port Authority Hospital
Headland, Sada

Sub: Authorization letter

I the undersigned Mr. _____
Designation _____, Contact _____ Cell-phone no: _____
_____ here by confirm that we have our Company's Direct Office
in India i.e. at (Mention Company's Address & Office Phone no,
email) _____.

I the undersigned Mr. _____
Designation _____, hereby authorize M/s
_____ as our authorized dealer/distributor
firm to supply tendered item as per terms and conditions stipulated in GeM
No.: _____.

The contact person of our authorized dealer/distributor/stockist is
Mr. _____ Cell-Phone No _____

We hereby undertake the responsibility to supply the subject item as per the
Specifications, Terms & conditions stipulated in the tender.

Signature of authorized Official of company with office seal

Date of issue of this letter:

Place:- _____

Date:- _____

DETAILS TO BE SUBMITTED BY THE VENDORS FOR E.F.T. PAYMENT

A) VENDOR DETAILS

1	Name of the Organization	
2	Address (in detail)	
3	Telephone No.	
4	E-mail ID	
5	PAN No.	
6	GST Registration No.	
7	GST Registration Code	

B) BANK DETAILS OF VENDORS

1	Bank Name	
2	Bank Branch Address (in detail)	
3	Bank Branch code	
4	Bank Account No.	
5	Bank Account Type	
6	Magnetic Ink Character Recognizer (MICR).	
7	IFSC Code.	