

NEW MANGALORE PORT AUTHORITY Ministry of Ports, Shipping & Waterways Govt. of India



TENDER DOCUMENT FOR

"EMPANELMENT OF ALLOPATHIC MEDICAL SHOP FOR SUPPLY OF MEDICINES, SURGICAL CONSUMABLES & DENTAL ITEMS ON CREDIT BASIS FOR A PERIOD OF ONE YEAR"

PORT HOSPITAL PHARMA DRUG LICENSE NUMBER FORM 20 - KA-MN2-238528 FORM 21 - KA-MN2-238529

> Tender Contract No: CMO-08/2022-23 TENDER ID No: 2023_NMPT_ 743003

LIST OF DOCUMENTS

1	Special Instructions to the Bidders for the E-Submission of the Bids Online Through E-Procurement Portal	PART – I	P – 3 to 6
2	Tender Document	PART – II	P – 7 to 50
3	Price Bid	PART-III	P – 51
4	NMPA Bank Details	PART – IV	P – 52

PART - I

SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH E-PROCUREMENT PORTAL

N.I.T. No.CMO-08/2022-23 Dated: 28/02/2023

TITLE OF WORK: TENDER FOR "EMPANELMENT OF ALLOPATHIC MEDICAL SHOP FOR SUPPLY OF MEDICINES, SURGICAL CONSUMABLES & DENTAL ITEMS ON CREDIT BASIS FOR A PERIOD OF ONE YEAR".

- 1. बोलीदाता को होम पेज में उपलब्ध क्लिक हियर टू एनरोल का उपयोग करके पोर्टल में ऑनलाइन नामांकन करना चाहिए। फिर पोर्टल पर लॉग इन करने के बाद ई-टोकन के साथ डिजिटल सिग्नेचर एनरोलमेंट करना होगा। Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
- 2. तत्पश्चात बोलीधारक नामांकन के दौरान चुने गए उपयोगकर्ता आईडी / पासवर्ड पोर्टल में लॉग इन कर पाएंगे | Bidder then logs into the portal giving user id / password chosen during enrollment.
- 3. दूसरों द्वारा दुरुपयोग न करते हुए पंजीकृत ई-टोकन का उपयोग बोलीदाता द्वारा ही किया जाना चाहिए । The e-token that is registered should be used by the Bidder and should not be misused by others.
- 4. किसी खाते में मैप किए जाने पर DSC को किसी अन्य खाते में दोबारा नहीं भेजा जा सकता है। यह केवल निष्क्रिय हो सकता है

 DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- 5. बोलीदाता अग्रिम रूप से अद्यतन कर सकते हैं, दस्तावेज़ जैसे प्रमाणपत्र, खरीद आदेश विवरण आदि, मेरे दस्तावेज़ विकल्प के तहत और इन्हें निविदा आवश्यकताओं के अनुसार चुना जा सकता है और फिर बोली जमा करने के दौरान बोली दस्तावेजों के साथ संलग्न किया जा सकता है। यह बोली दस्तावेजों के कम अपलोड को सुनिश्चित करेगा। The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- 6. निविदा कार्यक्रम डाउनलोड करने / प्राप्त करने के बाद, बोलीदाता को सावधानीपूर्वक उनके माध्यम से जाना चाहिए और फिर निविदा दस्तावेज के अनुसार दस्तावेज जमा करना चाहिए; अन्यथा, बोली अस्वीकार कर दी जाएगी After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
- 7. बीओक्यू टेम्पलेट को बोलीदाता द्वारा संशोधित / प्रतिस्थापित नहीं किया जाना चाहिए और संबंधित कॉलम भरने के बाद उसे अपलोड किया जाना चाहिए, अन्यथा बोलीदाता उस निविदा के लिए अस्वीकार किए जाने के लिए उत्तरदायी है। बोलीदाताओं को केवल बिडर नाम और वैल्यू दर्ज करने की अनुमित है।

 The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

- यदि कोई स्पष्टीकरण हैं, तो यह ई-प्रोक्योरमेंट पोर्टल के माध्यम से या निविदा दस्तावेज में दिए गए 8. संपर्क विवरण के माध्यम से ऑनलाइन प्राप्त किया जा सकता है। बोलीदाता को पोर्टल पर ऑनलाइन या http://eprocure.gov.in/eprocure/app or www.newmangalore-port.com पर बोली प्रस्तुत करने से पहले प्रकाशित किए गए कोरिगेंडम को ध्यान में रखना चाहिए, बोलीदाता को अग्रिम में बोली दस्तावेज तैयार करने चाहिए। निविदा अनुसूची में दर्शाए अनुसार प्रस्तुत किया जाना चाहिए और वे पीडीएफ प्रारूपों में होने चाहिए। If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account the corrigendum published before submitting the bids online on portal http://eprocure.gov.in/eprocure/app or www.newmangalore-port.com. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.
- 9. निविदाकर्ता को निविदा में निर्दिष्ट अनुसार बोली सुरक्षा घोषणा और निविदा शुल्क की व्यवस्था करनी होगी। निविदा के लिए निविदा प्रस्तुत करने की तिथि और समय के भीतर मूल को व्यक्ति को निविदा आमंत्रण प्राधिकरण में पोस्ट / कुरियर / दिया करना होगा। Bidder should submit the EMD and tender fee as specified in the tender. The original RTGS/NEFT receipt /evidence of EMD Credited should be posted/couriered/given in person to the Tender Inviting Authority,(or attached along with technical bid) within the bid submission date and time for the tender.
- 10. बोली लगाने वाले को नियमों और शर्तों को पढ़ना चाहिए और बोलियों को जमा करने के लिए आगे बढ़ने के लिए उसी को स्वीकार करना चाहिए | The Bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
- 11. बोली प्रस्तुत करने की प्रक्रिया के दौरान किसी भी देरी या समस्या से बचने के लिए बोली लगाने वाले को निर्धारित समय से पहले निविदा दस्तावेजों को ऑनलाइन जमा करना चाहिए। The Bidder has to submit the bid including tender document(s) online duly sealed, signed, filled well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- 12. सर्वर के अंत में अपलोड की गई फ़ाइल के आकार की कोई सीमा नहीं है। हालाँकि, अपलोड क्लाइंट सिस्टम पर उपलब्ध मेमोरी के साथ-साथ उस समय क्लाइंट साइड पर उपलब्ध नेटवर्क बैंडविड्थ पर तय किया जाता है। फ़ाइल का आकार कम करने के लिए, बोलीदाताओं को 75-100 DPI में दस्तावेज़ों को स्कैन करने का सुझाव दिया जाता है ताकि स्पष्टता बनी रहे और फ़ाइल का आकार कम हो जाए। यह बहुत कम बैंडविड्थ की गति पर भी त्वरित अपलोड करने में मदद करेगा | There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- 13. यह ध्यान रखना महत्वपूर्ण है कि, बोली लगाने वाले को फ्रीज बोली बटन पर क्लिक करना होगा, यह सुनिश्चित करने के लिए कि वह बोली प्रस्तुत करने की प्रक्रिया पूरी करता है। बोलियां, जो अवसृद्ध हुए नहीं हैं, को अपूर्ण / अमान्य बोलियों के रूप में मानकर तथा मूल्यांकन उद्देश्यों के लिए नहीं माना जायेगा । It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- 14. स्थानीय मुद्दों के कारण बोलीदाताओं द्वारा ऑनलाइन बोली लगाने के दौरान किसी भी प्रकार की देरी या कठिनाइयों का सामना करने के लिए निविदा आमंत्रण प्राधिकरण (TIA) को जिम्मेदार नहीं ठहराया जाएगा। The Tender Inviting Authority (TIA) will not be held responsible for any

sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

15. बोलीदाता इस पोर्टल के माध्यम से ही बोली दस्तावेजों को ऑनलाइन मोड में जमा कर सकता है। इस प्रणाली के माध्यम से ऑफ़लाइन दस्तावेजों को संभाला नहीं जाएगा। तकनीकी बोली की केवल हार्ड कॉपी ईई (एम) III, एनएमपीटी को नियत तारीख से पहले पहुंचनी चाहिए | बोलीदाता यह सुनिश्चित करेगा कि न्यूनतम योग्यता से संबंधित सभी दस्तावेजों को तकनीकी बोली के साथ अनिवार्य रूप से अपलोड किया जाएगा, । इस संबंध में कोई स्पष्टीकरण नहीं मांगा जाएगा।

The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system. The bidder shall ensure that all the documents pertaining to minimum qualification shall be compulsorily uploaded along with the technical Bid. No clarifications shall be sought in this regard.

- 16. बोली को फ्रीज़ करने के समय, ई-प्रोक्योरमेंट सिस्टम सभी बोली दस्तावेजों को अपलोड करने के बाद एक सफल बोली अपडेटिंग संदेश देगा और फिर बोली सारांश को बोली नंबर, तिथि और जमा करने के समय के साथ दिखाया जाएगा। अन्य सभी प्रासंगिक विवरणों के साथ बोली लगाएं। बोलीकर्ताओं द्वारा प्रस्तुत दस्तावेजों को बोलीदाता के ई-टोकन का उपयोग करके डिजिटल रूप से हस्ताक्षरित किया जाएगा और फिर प्रस्तुत किया जाएगा। At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- 17. बोली प्रस्तुत करने के बाद, बोली सारांश को प्रिंट करना होगा और बोली प्रस्तुत करने के टोकन के रूप में एक एक्नॉलेजमेंट के रूप में रखना होगा। बोली सारांश निविदा निविदा के लिए बोली प्रस्तुत करने के प्रमाण के रूप में कार्य करेगा और बोली उद्घाटन कार्यक्रम में भाग लेने के लिए प्रवेश बिंदु के रूप में भी कार्य करेगा। After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- 18. सिस्टम से सफल बोली प्रस्तुत करने का मतलब है,कि बोलीदाता द्वारा अपलोड की गई बोलियां प्राप्त होकर सिस्टम में संग्रहीत कर ली गयी हैं; सिस्टम इसकी शुद्धता के लिए प्रमाणित नहीं करता है। Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 19. बोली लगाने वाले को यह देखना चाहिए कि प्रस्तुत किए गए बोली दस्तावेज वायरस से मुक्त हैं और यिद निविदा खोलने के दौरान वायरस के कारण दस्तावेज नहीं खुल पा रहे हैं तो बोली अस्वीकार कर दी जाएगी । इसके लिए आर्गेनाइजेशन जिम्मेदार नहीं होगी । The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected. Organization will not be responsible for it.
- 20. टेंडर पोर्टल के शीर्ष पर सर्वर घड़ी से प्रदर्शित होने वाला समय, ई-प्रोक्योरमेंट पोर्टल में बोली प्रस्तुत करने, बोली खोलने आदि के अनुरोध के सभी कार्यों के लिए मान्य होगा। इस पोर्टल में अनुवर्ती समय भारतीय मानक समय (IST) के अनुसार है जो GMT + 5: 30 है। बोली लगाने के दौरान बोलीदाताओं को इस समय का पालन करना होगा | The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

- 21. बोलीकर्ताओं से अनुरोध किया जाता है कि वे बोली प्रस्तुत करने की अंतिम तिथि और समय (सर्वर सिस्टम क्लॉक के अनुसार) से पहले निविदा प्रक्रिया के लिए ऑनलाइन ई-प्रोक्योरमेंट सिस्टम के माध्यम से निविदाएं प्रस्तुत करें। The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
- 22. भाग I- तकनीकी बीआईडी के साथ निविदा फार्म शुल्क और बोली सुरक्षा घोषणा जमा किया जाएगा। फीस, बोली सुरक्षा घोषणा के बिना प्रस्तुत बीआईडी, जैसा कि ऊपर उल्लेख किया गया है, मूल्यांकन के लिए विचार नहीं किया जाएगा और सरसरी तौर पर खारिज कर दिया जाएगा।

 Tender form Fee and EMD shall be submitted with the Part I- Technical BID. BID submitted without fees and EMD, as mentioned above will not be considered for evaluation and shall be rejected summarily except in the case as per clause no.2.2.1(e) below.
- 23. बोली लगाने वाला / निविदाकार / ठेकेदार कर विभागों के साथ लागू रिटर्न समय में दाखिल करेगा और दस्तावेजी प्रमाण के रूप में प्रस्तुत करना होगा। The Bidder/Bidder/Contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof
- 24. पोर्ट को क्रेडिट करने के लिए जीएसटी लागू टैक्स चालान में एक अलग लाइन आइटम के रूप में दिखाया जाएगा। The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.
- 25. ईएमडी / एसडी को जब्त करने की स्थिति में, जीएसटी लागू है; तथा जुर्माना लगाने के दौरान जीएसटी लागू किया जायेगा । In the event of forfeiting the LD/SD, GST is applicable and while imposing penalty, applicable GST shall be collected.
- 26. GST returns shall be filed in time by the contractor. Input Tax credit lost if any due to non-filing of return will be recovered from contractor.

<u>PART-II</u> सूचकांक/INDEX

SL. No.	Description	Page No.
1	NOTICE INVITING TENDER	8-9
2	INSTRUCTIONS TO BIDDERS	10-21
3	GENERAL TERMS & CONDITIONS OF CONTRACT	22-25
4	SPECIAL CONDITIONS OF CONTRACT	26-28
5	SCOPE OF WORK	29
6	PARTICULARS OF BIDDER – ANNEXURE 1	30
7	FINANCIAL TURNOVER – ANNEXURE 2	31
8	TENDER FORM – ANNEXURE 3	32
9	FORM OF AGREEMENT – ANNEXURE 4	33-34
10	FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE – ANNEXURE 5	35-36
11	FORMAT FOR DECLARATION – ANNEXURE 6	37
12	FORMAT OF POWER OF ATTORNEY – ANNEXURE 7	38-39
13	BANK INFORMATION FOR E-PAYMENT – ANNEXURE 8	40
14	HAND RECEIPT – ANNEXURE 9	41
15	INTEGRITY PACT- ANNEXURE 10	42-49
16	SPECIMEN BANK GUARANTEE FORM FOR EMD - ANNEXURE 11	50

SCHEDULE OF TENDER (SoT)

1. NOTICE INVITING TENDER

N.I.T. No. CMO-08/2022-23

TITLE OF WORK: TENDER FOR "EMPANELMENT OF ALLOPATHIC MEDICAL SHOP FOR SUPPLY OF MEDICINES, SURGICAL CONSUMABLES & DENTAL ITEMS ON CREDIT BASIS FOR A PERIOD OF ONE YEAR".

Date: 28/02/2023

1	निविदा संख्या/ TENDER NO.CMO-08/2022-23 निविदा आईडी/ TENDER ID:2023_NMPT_ 743003	Date28/02/2023
2	निविदा का तरीका/ MODE OF TENDER	E-Procurement System (Online Part I - Techno- Commercial Bid and Part II - Price Bid) through e- procurement portal https://eprocure.gov.in/cppp/
3	पार्टियों को डाउनलोड करने के लिए उपलब्ध निविदा आमंत्रण सूचना की तिथि / Date of NIT available to parties to download	28/02/2023 at 16.00 hrs
4	ऑनलाइन प्री-बिड क्वेरी सबमिशन शुरू होने की तिथि/ Date of Starting of online Pre-bid meeting	28/02/2023 at 16.00 hrs
5	ऑनलाइन प्री-बिड क्वेरी सबमिशन को बंद करने की तिथि/ Date of Closing of online Pre-bid meeting	04/03/2023 at 15.00 hrs
6	अनुमानित राशि निविदा में डाली गई/ Estimated amount put to Tender	Rs.1,00,00,000/-(Rupees One Crore only) excluding GST.
7	अनुमानित राशि निविदा में डाली गई/ Estimated amount put to Tender	Rs 2,36,000/- (Rupees Two Lakhs Thirty Six Thousand Only) or exemption certificate as per clause No 2.2.1(e) of ITT. The EMD may be in the form of insurance Surety Bonds, Account payee Demand Draft, Fixed Deposit receipt, Bankers Cheque or Bank Guarantee from any of the Commercial Banks or Payment Online in an acceptable form, safeguarding the purchases interest in all respects.
8	निविदा शुल्क/ Tender Fees	Rs.1680/- (Rupees One thousand six hundred eighty only) - Non-refundable or exemption certificate as per clause No 2.2.1(e) of ITB.
9	http://eprocure.gov.in/eprocure/cpp पर ऑनलाइन बोली जमा करने के लिए ई-निविदा शुरू होने की तिथि/Date of Starting of e-Tender for submission Bid on line at http://eprocure.gov.in/eprocure/cpp	04/03/2023 at 16.00 HRS
10	बोली जमा करने के लिए ई-निविदा बंद करने की तिथि/Date of closing of e-Tender for submission of Bid.	20/03/2023 at 14.00 HRS
11	तकनीकी बोली खोलने की तिथि एवं समय/Date & Time of opening of Technical Bid.	21/03/2023 at 14.00 HRS
12	मूल्य बोली खोलने की तिथि और समय/ Date & Time of opening of Price Bid	To be communicated separately
13	संविदा अविध/ Contract period	Day to day supply of Medicines as per the indent raised by Port Hospital Authorities from the date of issue of Work Order for a period of one year.

		Further extendable to 1 more year at the same terms & conditions & rate of rebate on mutual consent.
14	निविदा की वैधता /Validity of Tender.	120 days from the date of opening of tender (Tech. Bid)

Note: Amendments to the tender (if any) will be issued only through web site www.newmangaloreport.gov.in and on CPP Portal www.eprocure.gov.in/eprocure/app.

(Dr.G.B Raghavendra Swamy) Chief Medical Office i/c

2. INSTRUCTIONS TO THE TENDERERS (ITT)

2.1 SCOPE OF BID

2.1.1 E- tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Chief Medical Officer on behalf of New Mangalore Port Authority from the reputed, bonafide, resourceful & experienced Medical firms for the work of "EMPANELMENT OF ALLOPATHIC MEDICAL SHOP FOR SUPPLY OF MEDICINES, SURGICAL CONSUMABLES & DENTAL ITEMS ON CREDIT BASIS FOR A PERIOD OF ONE YEAR".

2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

2.2.1 **Technical Bid** shall contain the following:

- a) EMD amount of **Rs 2,36,000/-(Two Lakh Thirty Six Thousand Only)** RTGS/NEFT receipt of the same shall be uploaded along with the Technical Bid. The EMD may also be accepted in the form of Insurance surety bonds, account payee DD, Bankers cheque or Bank guarantee from any of the Commercial bank or Payment online in an acceptable form safeguarding the purchaser's interest in all respects. The evidence of EMD Credited shall be uploaded along with the Technical Bid. Failure in submission of EMD will render the Bidders disqualified, except in the case as per clause No 2.2.1 (e) below.
- b) TENDER FEE for **Rs.1680/- (Rupees One thousand six hundred eighty)** only inclusive of 12% GST Non-refundable RTGS Receipt shall be uploaded along with the Technical Bid. Failure in submission of Tender fee will render the bidders disqualified, except in the case as per clause No 2.2.1 (e) below.
- c) All the documents as per the MQC. Technical Bid should not contain Price Bid. "Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.
- d) The Tender document duly signed and sealed by the Tenderer on each page with Annexure duly filled along with amendments issued by NMPA if any.
- e) Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Registration certificate or any other body specified by Ministry of MSME shall be exempted of EMD and tender fee on producing self attested supporting certificates along with Technical Bid.
- f) Particulars of Bidder as per Annexure –1.
- g) Copies of annual turn over, profit and loss statements, balance sheet and Auditor's report for the last three years as per Annexure-2

- h) Tender Form as per Annexure- 3.
- i) Form of agreement as per Annexure- 4.
- j) Performance Security Deposit Bank Guarantee as per Annexure 5.
- k) Form of Declaration Annexure-6
- 1) Format for Power of Attorney: Annexure -7
- m) Bank Details of the Bidder for E-Payment Annexure-8.
- n) Hand Receipt- Annexure 9.
- o) Copies of the GST Registration Certificate to be submitted.
- p) Integrity Pact as per Annexure-10.
- 2.2.2 <u>Bid shall be uploaded only through ONLINE:</u> Technical Bid and Price Bid shall be uploaded through online only. Price bid should be quoted in the BOQ template available in the CPP portal only. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only. Any condition imposed in the price bid shall make the tender liable for out-right rejection. The contract shall be for the whole works as described in the scope of work based on the priced Bill of Quantities submitted through CPP portal by the Bidder. The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through CPP portal. Items for which no rate or price is entered by the Bidder will not be paid for by the Port when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

2.3 ELIGIBLE BIDDER:-

- 2.3.1 The invitation for bids is open to all eligible Bidders meeting the eligibility criteria as defined in clause No 2.4.
- 2.3.2 All bidders shall provide the Financial Turnover and Tender Form information as per Annexure -2 & 3.
- 2.3.3 Government owned enterprises may participate only if they are legally and financially autonomous operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.
- 2.3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No 2.21.

2.4 MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS: (MQC)

2.4.1 The bidder must hold valid license to stock, sell, or exhibit (or offer) for sale, or distribute the various categories of drugs, surgical consumables & dental items by retail issued by the Drug control Authority of the State under the provisions of drugs and Cosmetics Act, 1940 as applicable and any other law in force. The License shall be valid at the time of bid submission. The empanelled chemist will further ensure and undertake that their licenses remain valid till the end of the contract period. Self attested copies of valid licenses held by the bidder showing the place of business at Mangalore to be submitted along with the

- technical bid as documentary evidence.
- 2.4.2 The empanelled chemist must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with / selling of medicines in Mangalore.
- 2.4.3 In case the Bidder has applied for renewal of his drug License (application should be at least within last 1 month of expiry of his license(s), copy of acknowledgement / receipt of Renewal application with State drug Licensing authority needs to be uploaded.
- 2.4.4 The bidder shall hold valid Non Conviction certificate and must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act and Rules. In case the Bidder has applied for renewal for the Non Conviction Certificate, the copy of acknowledgement / receipt of Renewal application with State drug licensing authority needs to be uploaded. The affidavit to the affect is applicable in lieu thereof.
- 2.4.5 The Average Annual Financial Turnover during the last three years i.e. year 2019-20, 2020-21 & 2021-22 should be at least 30 lakhs. Supporting documents of Audited Profit and loss account to fulfill the Average annual financial turnover during the last three years, duly certified by Charted Accountant shall be furnished.
- 2.4.6 The bidder should have undertaken business arrangement for supply of medicines with at least one Govt. /Semi-Govt./Private./Public Sector Organization during the last two years. Copies of Purchase Orders (Completed / Ongoing contracts). Self attested by bidder and satisfactory completion certificate /performance certificate issued by the client shall be submitted.
- 2.4.7 The shop/establishment of the bidder should be situated in Mangalore.
- 2.4.8 The Bidder shall have valid GST Registration Certificate, in the name of the Bidder and same should be uploaded along with the Technical Bid.
- 2.4.9 The bidder should have a computerized billing system.
- 2.4.10 Even though the bidders who have submitted EMD as per clause No 2.2.1(a), meet the qualifying criteria as per clause No 2.4, they are subject to be disqualified, and EMD forfeited if applicable and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if they have:
 - 2.4.10.1 made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - 2.4.10.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failures etc.
- **2.5 LAST DATE FOR SUBMISSION OF TENDER:** NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.

2.6 AUTHORITY IN SIGNING TENDER DOCUMENTS:

2.6.1 The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid "Power of Attorney" from other partners or all the partners constituting the firm.

2.6.2 In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favor in accordance with the constitution of the Company.

2.7 ONE BID PER BIDDER

- 2.7.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 2.7.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or
 - 2.7.2.1 have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be rendered under these Tendering Documents; or
 - 2.7.2.2 Submit more than one Tender in this Tendering process.
- 2.7.3 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITT Clause 2.21, at the date of contract award, shall be disqualified.
- 2.7.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

2.8 BIDDER TO INFORM HIMSELF FULLY

- 2.8.1 The Bidder is expected to examine carefully the contents of all the documents provided like instructions to the Bidders, Tender Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Bidders own risk. The Bidder to ensure to make a complete and careful examination of requirements and other information set out in the tender document.
- 2.8.2 Bidder shall bear all costs associated with the preparation and submission of his tender and NMPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

2.9 EARNEST MONEY DEPOSIT (EMD)

- 2.9.1 The tender shall be accompanied by proof (NEFT/RTGS) of Earnest Money Deposit of Rs.2,36,000/- (Rupees Two Lakh Thirty Six Thousand only). The tender not accompanied with EMD shall be summarily rejected except in case of 2.2.1(e) of ITT.
- 2.9.2 The (EMD) may be accepted in the form of insurance Surety Bonds, Account payee Demand Draft, Fixed Deposit receipt, Bankers Cheque or Bank Guarantee from any of the Commercial Banks or Payment Online in an acceptable form, safeguarding the purchases interest in all respects. The Bank Guarantee for the entire amount from any Nationalised / Scheduled Bank (not from Co-operative Banks) from any branch in

India. Bank Guarantee submitted as Earnest Money as per Annexure – 11 and shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of Techno-Commercial and priced Bid. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stands disqualified. The BG shall be uploaded along with the Bid documents. **The hard copy in original shall be sent to this Office immediately after the opening of the Technical bid.** The Bank Guarantee shall be on a non-judicial stamp paper of Rs.100/-. The Bank Guarantee shall be extended suitably if there is a delay in awarding the contract. The relevant extension shall be on Bidders account. EMD will not carry any interest.

- 2.9.3 The Earnest Money Deposit of the unsuccessful Tenderers shall be returned without interest as early as possible on award of Contract to the successful Tenderer. The Earnest Money Deposit of the successful Tenderer shall be refunded (without interest) only on receipt of Performance Bank Guarantee as stipulated in the tender.
- 2.9.4 In the event of forfeiting the Liquidated damages/Performance Security, GST is applicable and while imposing penalty GST as applicable shall be collected.
- 2.9.5 The bidder shall be disqualified/terminated and may be debarred for a period of three(3) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable, if
 - 2.9.5.1 the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
 - 2.9.5.2 the successful Bidder fails within the specified time limit to
 - 2.9.5.2.1 Sign the Agreement AND / OR furnish the required Performance security.
 - 2.9.5.2.2 Fail to commence the supply on the specified date as per LOA/Work order.
 - 2.9.5.2.3 If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.
 - 2.9.5.2.4 If any information or representation submitted by Bidder is found to be false or incorrect.
 - 2.9.5.2.5 Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.
- **TENDER VALIDITY:** The tender shall remain valid for acceptance for a period of 120 days from the date of opening of Technical Bid. NMPA reserves their right to extend the period of validity for a specific time. The request and the response, thereto, shall be made in writing by post or by Fax/e-mail. A bidder may refuse the request which may be accepted by NMPA. However, in the event of the Bidder agreeing to the request; he shall not be permitted to modify his tender.

2.11 AMENDMENTS:

- 2.2.1 At any time, prior to the last date for submission of tenders, NMPA reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the CPP/PORT Websites.
- 2.2.2 The Addenda/Corrigenda so issued shall form part of the Contract and shall be binding upon the Bidders. NMPA may at their discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. The Bidder shall acknowledge receipt of such Addenda/Corrigenda and submit the same along with his Tender duly signed and sealed in all pages.

2.12 LANGUAGE OF TENDER:

The Tender submitted by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and the NMPA shall be written in the *English language*. Any printed literature, other than English language, shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

2.13 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

No offer shall be modified, substituted or withdrawn by the Bidder after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period, action may be taken in accordance with clause 2.10 of Tender Document.

2.14 TENDERED CURRENCIES:

Prices shall be quoted in Indian Rupees only and all payments will be made in Indian Rupees.

2.15 PRE BID QUERIES

Pre-bid queries shall be uploaded online or in writing which may be forwarded to the Chief Medical Officer, NMPA on or before 04/03/2023 at 15:00 Hrs. The queries/clarification received from the Bidders would be discussed and the response of the Port Authority's shall be uploaded on NMPA/CPP websites.

2.16 TENDER OPENING AND EVALUATION:

2.16.1 **OPENING OF TECHNICAL BID:** Technical bids of the Tender, received up to closing time on stipulated date, shall be opened as per the Important Instructions of CPP.

2.16.2 SCRUTINY AND EVALUATION OF THE TENDER

2.16.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined at 2.4 above (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor (c) accompanied by EMD & Tender fee and (d) is responsive to the requirement of

- the bidding documents . If any of the above conditions are not satisfied, the bid shall be rejected outright.
- 2.16.2.2 Conditional offer or alternative offers will not be considered further in the process of tender evaluation.
- 2.16.2.3 A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.
- 2.16.2.4 After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.
- 2.16.2.5 To assess the scrutiny, evaluation and comparison of tenders, the Port Authority may ask Bidder individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of other bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email or through fax. If the Bidder fails to submit the requested documents within the time specified by the department, his bid is liable to be rejected. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.
- 2.16.2.6 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation. The Price/Financial Bid of those bidders shall not be opened.
 - The Committee constituted by the Competent Authority NMPA, Mangalore will technically evaluate the items on the basis of specification as per Price Bid Format (PART III), make / brand quoted; literature enclosed, sample submitted wherever asked, the authority from manufacturer for the item etc. The items

accepted technically will only be considered for price evaluation (price bid). Price should not be uploaded with technical bid, then the tender will be rejected without any correspondence.

2.16.3 **OPENING OF PRICE BID:**

- 2.16.3.1 Tenders, which are found to be in conformity with NMPA's Tender requirement, shall be considered for opening of Price Bid.
- 2.16.3.2 The Bidders found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such Bidders shall be opened online.
- 2.16.3.3 The offers of Discount percentage on Branded as well as Generic Medicines / Surgical Consumables & Dental items are to be mentioned in Figures as well as Words.
- 2.16.3.4 The supply contract awarded will be on the basis of maximum discount offered by the Bidder on Maximum Retail Price (MRP), which is printed on the packing/flaps/ bottles. If two bidders quoted the same rebate, contract shall be awarded to both the Bidders and indent shall be placed alternatively among them on a weekly basis.
- 2.16.3.5 The Bidder whose rebate quoted in price bid is found to be the highest and/or beneficial to the Port Authority shall be considered for award of Contract. The Bidder whose bid is accepted by the Port Authority, shall be duly informed in writing. Within 15 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract agreement in the format approved by the Port Authority as in the ANNEXURE 5 of Tender Document, and within a week thereafter the Contract agreement shall be signed between the Port Authority and the successful Bidder.
- 2.16.3.6 If the Bid of the successful Bidder is seriously unbalanced, the Employer may require the Bidder to produce detailed analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those rebates with the implementation/construction methods and schedule proposed.
- 2.16.3.7 Offers, deviations & other factors which are in excess of the requirement of the Tender document or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Tender evaluation.
- 2.16.3.8 The price Bid with any counter conditions will be summarily rejected.

2.17 AWARD OF CONTRACT

2.17.1 Award Criteria

The employer will award the contract to the bidder whose bid has been determined to be responsive to the bidding documents and who has offered the highest rebate offered, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Clause No 2.3 and (b) qualified in accordance with the provisions of clause No 2.4.

2.18 EMPLOYERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL

Notwithstanding Clause no 2.17, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders of the grounds for employer's action. Further, NMPA does not bind them to accept the highest discount offer.

2.19 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 2.19.1 The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period. This letter (herein after and in the conditions of contract called the "letter of acceptance") will state the sum that the employer will pay the contractor in consideration of the execution completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "contract price").
- 2.19.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of clause 2.20
- 2.19.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the Annexure 5with such modifications as may be necessary and furnish the performance security within 28 days of issue of Letter of Acceptance. The agreement to be executed on a non-judicial Stamp paper of value Rs.200/-. The contract Agreement shall be signed between the Port Authority and the successful Bidder within 21 Days from the Date of issue of LOA/Work order. The completion period of the contract shall be as mentioned in the LOA/Work order. The Bidder shall submit 8 sets of agreement copies at his own cost.
- 2.20 PERFORMANCE SECURITY: shall be 3% of the total estimate value including GST (18% GST) and should be submitted in the form of Bank Guarantee from any Nationalized/Scheduled Bank having branch at Mangalore in the approved format within 28 days from the date of issue of work order. The Performance Security may be accepted in the form of Insurance Surety Bonds, Account Payee Demand Draft, Bankers Cheque and Fixed Deposit Receipt from a Commercial Bank. The Bank Guarantee shall be kept valid for the total contract period of One year Plus Six months claim Period. This Security Deposit shall be released to the Contractor after successful completion of Contract and deducting any dues payable to the Port. Failure to

comply with the above shall lead to termination of contract. If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Bank Guarantee shall also be extended for the same period plus 6 months claim period.

<u>Note:</u> The Penalty for the delay in submission of the Performance guarantee within the stipulate date above shall be at the rate of 0.25% of the amount of performance guarantee for each week or part of the week for the number of weeks delayed beyond the stipulated date of submission which shall be deducted from the dues payable to the bidder.

2.21 CORRUPT OR FRAUDULENT PRACTICES

The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer

- 2.21.1 defines, for the purpose of these provisions, the terms set forth below as follows:
 - 2.21.1.1 "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
 - 2.21.1.2 "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- 2.21.2 Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.21.3 will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

2.22 THE LAW, WHICH APPLIES TO THE CONTRACT

The Contract shall be governed by the Indian Contract Act and under the Indian Law. The Arbitration for settlement of disputes shall be held in Mangalore, Karnataka, India.

2.23 SETTLEMENT OF DISPUTES:

2.23.1 <u>AMICABLE SETTLEMENT/DISPUTE REVIEW BOARD:</u>

Disputes of any kind arises between the Board and the Contractor in any connection with, or arising out of the Contract or the execution of the contract whether during the execution of the contract or after the completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate, the mater in dispute shall in the first place, be

referred in writing to the Chief Medical Officer and an attempt shall first be made by all the parties to settle such dispute amicably, with a copy to the other party. Such reference shall state that it is made pursuant to this clause.

If the Contractor believes that a decision taken by the Chief Medical Officer Representative was either outside the authority given to the Chief Medical Officer, Representative by the Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Board (DRB) within 28 days of the notification of the Representative decision.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Chief Medical Officer unless and until the same shall be revised, as hereinafter provided, in a Dispute Review Board or an arbitral award. The Dispute Review Board (DR Board) will be constituted after award of Contract and execution of Agreement.

Provided that, unless the parties otherwise, agree, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of intention to commence arbitration of such dispute was given, whether or not any attempt at amicable statement thereof has been made.

2.23.2 **ARBITRATION:**

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator to be appointed by the Tender Accepting Authority of NMPA. There will be no objection if the arbitrator so appointed is an ex-employee of NMPA.

If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, the Tender Accepting Authority of NMPA, as aforesaid at the time of such transfer, or vacation of the office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.

Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof, and the rules made there under,

and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date on which he issues notices to both the parties fixing the date of the first hearing.

The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract. In case of any disputes or differences between the parties hereto, the court at Mangalore shall alone have jurisdiction to entertain the suit/arbitration award.

2.24 Apart from the above, conciliation through conciliation committees/councils comprising of independent subject experts may also be explored to settle the disputes.

(Dr. G.B Raghavendra Swamy) Chief Medical Officer i/c

3.0 GENERAL TERMS AND CONDITIONS:

3.1 <u>DEFINITIONS</u>

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- **3.1.1** "Employer" means Board of Authority New Mangalore Port, a body corporate under the Major Port Authority Act.2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Medical Officer or any other officers so nominated by the Board.
- **3.1.2** "Contractor" means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- **3.1.3** "Contract" means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance and the Contract Agreement.
- 3.1.4 "Contract Price" means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government.
- **3.1.5** "Specifications" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- **3.1.6** "Supply" shall mean the supply of the drugs / medicines to be carried out by the empanelled contractor under the contract.
- **3.1.7** The "Site" shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- **3.1.8** The "Schedule" shall mean the schedule or Schedules attached to the specifications.
- **3.1.9** "Approved" or "Approval" shall mean approval in writing.
- **3.1.10 "Month"** shall mean English Calendar Month.

3.2 <u>USE OF CONTRACT DOCUMENT:</u>

3.2.1 The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

- **3.2.2 Contract Document:** Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3.3 <u>INCOME TAX</u>: Applicable Income tax will be deducted from the monthly bills and necessary certificate will be issued to the contractor by the Finance department. All the applicable statutory recoveries shall be made from the monthly bills. Deduction of Income tax at reduced rates can be considered only after production of valid exemption certificate for the period issued by the Tax Authorities.
- 3.4 <u>TAXES</u>: The contractor shall pay the applicable GST to the concerned department and the documentary evidence of the same to be produced to NMPA for reimbursement by the Port. The Contractor/Bidder shall file the applicable returns with tax Departments in time and submit the same as documentary proof/evidence, GST as applicable shall be shown as a separate line items in the Tax Invoice. Input Tax Credit lost due to non filing of GST return will be recovered/ collected from Final Bill.

3.5 TERMINATION OF THE CONTRACT

- 3.5.1 In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of NMPA, it shall also be open to NMPA to terminate this contract by giving not less than Ninety (90)days notice in writing to that effect and if the contractor, does not make good his default within the notice period, NMPA shall be entitled to terminate the contract as a whole or in part duly informing MSME if applicable. In the event of such termination of the contract, NMPA shall be entitled to:
- **3.5.1.1** forfeit the Performance Guarantee as it may consider fit;
- 3.5.1.2 get the balance/remaining work \done by making alternative arrangements as deemed necessary and until such time NMPA is able to appoint a new regular Contractor; and recover from the contractor (appointed under this tender) any extra expenditure incurred by NMPA in getting the work done and damages which NMPA may sustain as a consequence of such action.
- **3.5.1.3** The amount of Performance security shall be liable to be forfeited if the medicines supplied by the authorized chemists / druggists / stockists against the purchase orders placed on them in pursuance of this contract are not conforming the quality. The performance security is also liable to be forfeited if the authorized chemists /druggists / stockists for the following
 - i) Fails to adhere to the terms of the Contract or
 - ii) Supplies any sub-stand, spurious drugs or the substitute medicines

- iii) Delays supplies.
- iv) Over charges.

The Chemist / druggists / stockists should not stop the supplies of the medicines / drugs without giving 30 days notice.

- 3.5.2 If the extra expenditure incurred by NMPA on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Performance Security proposed to be forfeited, the expenditure over and in excess of the Performance Security may be recovered by deducting the said amount from pending bills of the contractor under this tender or from money due to the contractor by NMPA under this or any other contract or otherwise. The contractor shall have no claim whatsoever against NMPA, in consequence on such recoveries or termination of the contract, as stated above.
- 3.5.3 if at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, withdraws from the contract, NMPA will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.
- **3.5.4** Further, NMPA reserves the right to terminate/pre-close the contract at its convenience, without assigning reasons to the contractor by giving a notice period of Thirty (30) days. The contractor shall not have right of any claim on NMPA on account of such termination.

3.6 DEBARRING OF BUSINESS DEALINGS

- **3.6.1** In the event of premature termination of contract in terms of provisions of clause 3.5 above, NMPA shall also be entitled to debar the contractor for participation in future tenders of NMPA for a period of three (03) years duly intimating MSME if applicable.
- 3.6.2 Further, in case if it comes to the notice of NMPA that the bidder/contractor has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract, in all such cases NMPA at its sole discretion may terminate the contract and debar such contractor for a period of three (3) years duly intimating MSME if applicable.

3.7 INDEMNIFICATION

The Contractor hereby agrees and undertakes to indemnify, keep indemnifies, depended and hold harmless the NMPA and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach un-authorized act, fraud deed or any other acts of Contractor or any of its personnel. The Contractor hereby further agrees and undertakes to indemnify and keep indemnifies against any order passed by any executive, quasi judicial or judicial authority wherein the NMPA is compelled to obey the order which arise due to breach of contract by the Contractor.

The Contractor shall indemnify, protect and defend at its own cost, New Mangalore Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

- i. Any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.
- ii. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. The Contractor shall indemnify NMPA against all claims for compensation in connection with the contract.

3.8 SUB-CONTRACTING

The Contractor shall not subcontract any part of the supply without the prior consent of the Department. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

(Dr. G.B Raghavendra Swamy) Chief Medical Officer i/c

4.0 SPECIAL CONDITIONS OF CONTRACT (SCC):

- 4.1 The contract shall be for a period of 01 year. The contract may be extended for a further period of one (1) year at the same rate, terms and conditions of the contract on mutual acceptance between successful bidder and NMPA.
- 4.2 Immediately after receipt of the Medicines from the Medical stores, the duty pharmacist should verify and certify that all supplied medicines are as per the prescription of the Doctor i.e., the same brand name, manufacture & expiry date and MRP rate etc. The certified copy of the statement should be submitted along with the bills for verification and payment through Finance Department.
- 4.3 Tampering the printed MRP of the Manufacturer by the Empanelled Medical Shops by use of sticker or by any means will not be accepted and the item shall be rejected.
- 4.4 The drugs / consumables supplied are essential to have latest manufacturing date and the medicines should have more than 75% of the expiry period remaining on the date of delivery to NMPA.
- 4.5 Under no circumstances, substitute items shall be accepted by the PH Authorities against the indent.
- 4.6 Cosmetics & Food supplements shall be treated as inadmissible.
- 4.7 **Late Supply Penalty**: In case the Empanelled Medical Shops fail to supply the ordered items in time as per Clause 5.1, the Hospital / Patient is forced to purchase the same from Local market, the difference in cost of such purchased item and rate quoted by the empanelled firm shall have to be borne by the Empanelled Medical Shops. Such difference of amount shall be deducted from any current or future bill of the Empanelled Medical Shops.
- 4.8 If there is any delay in supply of Medicines for more than one day as per terms and conditions as per clause 5.1, a penalty of Rs. 100/ per day will be charged and recovered from the bill. On levying penalty applicable GST will be collected. Chief Medical Officer reserved the rights in applying penalty.

4.9 **Presentation of Bill & Payment:**

The supplier has to send their bills in duplicate on Daily basis and weekly consolidated statement should be submitted to Medical Department which in turn will process them and send for payment through Finance Department. The Bidder shall present his bill for each Day/ week's supply within two days of the closing of each respective week. The bill shall show the itemized summary of the total amount for each day (i.e., Rate + GST=MRP x quantity – rebate). The bill shall be in the printed form with serially numbered Invoices/ Credit bill having the name and address of the Bidder and GST Registration Number printed thereon. Payment shall be made to the Bidder within 15 days from the date of receipt of bills in full shape.

4.11 **Right of Acceptance:**

The Chief Medical Officer (purchaser) will not accept the supply of damaged / near expiry or expired items. The drugs / surgical consumables & Dental items supplied are essential to have latest manufacturing date and items supplied should have more than 75% of the expiry period remain on the date of delivery to NMPA.

- 4.12 **Unclaimed Medicines:** In case the Medicines prescribed by the doctor to the particular patient which are procured from Empanelled Medical shop was not taken by the concerned patients the medicines will be kept for 10 days at Pharmacy of PH, thereafter the medicines will be returned back to the supplier. The Empanelled medical shop shall submit full credit note including GST within 15 days after receipt of the medicines. If not, the amount of the said medicines shall be deducted from the running bills.
- 4.13 The Chief Medical Officer reserves the right to enter into parallel contract simultaneously or at any time during the period of this contract, with two or more Bidder.
- 4.14 In case of any dispute, either party may refer the dispute to Chairman, NMPA or the decision of the Chairman, NMPA shall be final & binding upon all.
- Banning /Blacklisting: When the misconduct and moral turpitude of a firm goes beyond mere performance issues and justifies imposition of ban on business relation with the firm or ultimately its blacklisting, this action should be taken on the recommendations of Vendor Discipline Committee with the approval of Chairman after due consideration of all factors and circumstances of the case and after giving due notice and opportunity to the firm to present its case. Due to legal provisions, it should be treated as a quasi-judicial function following principles of natural justice, on lines similar to disciplinary proceedings. Ban for a specified period of time may be imposed. However for banning a firm across all the major ports, Ministry of Shipping alone is the competent authority. In compelling circumstances justifying a ban over whole of Ministry a case may be made out to the Ministry. NMPA should ensure that before sending the proposal for suspension or banning of business the name of the defaulting firm is removed from their list of approved sources.

In the following cases, firms or individuals should be banned/ blacklisted including declaring them ineligible, either indefinitely or for a stated period of time, to participate in the tenders to be floated.

- i) If any of the bidder(s) is found presenting misleading/ false information/ documents in the tender forms, statements, bills and invoices etc.
- ii) If a firm submits fraudulent, un- encashable Financial Instruments stipulated under the Tender and Contractual conditions.
- iii) If a firm violates the Code of Ethics mentioned above and directly or through an agent, engages in corrupt, fraudulent, collusive or coercive practices in procurement

or execution of Contract.

- iv) If makes fraudulent attempts to pass off or mis-declare inferior goods or short quantities.
- v) If violation of Fall Clause by Rate Contract holding Firms.
- vi) If attempts to influence NMPA's decisions on scrutiny, comparison, evaluation and award of Tender.
- vii) On account of doubtful loyalty to the country or national security consideration as determined by appropriate agencies of the Govt. of India. (Normally such banning/blacklisting would be initiated by the Central Govt./ Ministry).

Names of Banned/ Blacklisted firms will be widely shared and put on the Website, to prevent inadvertent business dealings by any unit of Port. An order for banning/blacklisting passed for 2 years shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of banning/ blacklisting passed on account of doubtful loyalty to the country or national security consideration shall continue to remain in force until it is specifically revoked.

4.16 **Applicable Law:**

- a) The contract shall be governed by the laws and procedures established by Govt. of India.
- b) Any disputes are subject to the jurisdiction of Competent Court and Forum in Mangalore, Karnataka, India only.

4.17 Force Majeure:

Any failure or omission to carry out the provisions of this supply by the supplier shall not give rise to any claim by supplier and purchaser one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any status and or requisitions of the Government lockout and strikes, riots, embargoes, Epidemic Diseases / Pandemic or any other infectious diseases out break or from any political or other reasons beyond the supplier's control including war (whether declared or not) civil war or state of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure. If at any time, any question, dispute or difference whatever shall arise between supplier and the institute (Purchaser) upon or in relation to or in connection with the agreement, provision of Arbitration and Conciliation Act, 1996 shall apply.

(Dr. G.B Raghavendra Swamy) Chief Medical Officer i/c

5.0 SCOPE OF THE WORK

- 5.1 Indent & Delivery: The indenter will send statement of indent through e-mail twice a day and the delivery of the ordered Items shall have to be made on the same day or before forenoon of next day & shall be F.O.R. to Pharmacy Stores, NMPA Hospital, Panambur, Mangalore. Emergency Items shall have to be supplied immediately on the same day without any additional liability.
 - Morning Indent & Delivery: The authorized indenter will send statement of indent through e-mail twice in the morning i.e. at 11am & 12.30pm so that the Successful Bidder shall supply the Medicines on the same day.
 - ii. **Evening Indent & Delivery:** The authorized indenter will send statement of indent through e-mail twice in the evening i.e. at 5 pm & 6.30 pm so that the Successful Bidder should supply the Medicines by forenoon of next day.
 - iii. However the Successful Bidder should supply the emergency Medicines immediately as indicated by the PH Authorities while placing the indent.
 - iv. The successful Bidder / Vendor will indicate batch number, name of manufacturer, date of expiry of drugs indented in the relevant columns of the Indent sheet at the time of supplying the medicines / drugs to PH.
 - v. The drugs / consumables supplied are essential to have latest manufacturing date and the medicines should have more than 75% of the expiry period remaining on the date of delivery to NMPA.
 - vi. **Packed Supplies:** The successful bidder shall supply the medicines in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine / drug.
 - vii. **Individual packets:** The successful bidder shall supply bar-coded medicines in individually identifiable packet for each beneficiary / particulars.
- 5.2 When the required medicines as per indent are not readily available, the same should be arranged to get the medicines from other stores and supply the same by applying the above rebate for such procurement of medicines. In any case if the firm fails to supply any of the indented medicines, PH will procure and dispense at the cost of the firm. Such discount / rebate amount will be recovered from the firm bills.
- 5.3 The supply of medicines should be on credit basis.
- 5.4 The Empanelled Medical Shops shall take back the supplied Medicines if unutilized. The cost of the unutilized/ returned Medicines will be deducted from the pending bills payable to the Medical shops on issue of credit note every month. If credit note is not issued on receipt of unutilized medicines within stipulated time period of 15 days, the amount of the unutilized medicines shall be deducted directly from the ensuing bills of the firm.

(Dr. G.B Raghavendra Swamy) Chief Medical Officer i/c

PARTICULARS OF BIDDER:

All individual firms or each of the partners of an organization submitting the tender must complete the information in this form.

1.	Full name of the Firm:
2.	Head Office address:
3.	Contact person name at Head office:
4.	Telephone number/s:
5.	Fax number/s:
6	E-mail Id
7.	Branch Office address, if any:
8.	Contact person name at Branch office:
9.	Telephone number/s:
10.	Fax number/s:
11.	E-mail Id
12.	Works address:
13.	Contact person name at Works:
14.	Telephone number/s:
15.	Fax number/s:
16.	E-mail Id
17.	Place of Registration/ Incorporation:
18.	Year of Registration/ Incorporation

Signature & seal of the Bidder

PRE-QUALIFICATION OF BIDDERS

1. FINANCIAL TURNOVER

Bidders should provide financial information as detailed below to demonstrate that they meet the Qualifying requirements for short listing. If required, you may use separate sheets to provide complete financial information.

A: Banker's Details:

Name of the Banker In Full		
Address of Banker	Telephone No:	
	Fax No:	
	Contact Person name:	

B: Summaries of actual Turnover for the Last 03 years. i.e., 2019-2020, 2020-2021 and 2021-22

Financial Year	Turnover		
	2019-2020	2020-2021	2021-2022
i.e. LAST THREE FINANCIAL YEARS			
ENDING 31 ST MARCH OF THE PREVIOUS YEAR			

In support of submitted information, copies of Audited `Balance Sheets' and `Profit & Loss account' statements for last three (03) years must be attached.

Attachments:-

i) Financial reports for the last three years: balance sheets, profit and loss statements, auditors reports (in case of companies /corporation) etc. List them below and attach copies for financial year 2019-20, 2020-21 & 2021-22.

Signature & Seal of the Bidder

TENDER FORM

(Note: - Bidders are required to fill up all the blank spaces in this Tender Form)

To,

The Chief Medical Officer,

New Mangalore Port Authority,

Panambur, Mangalore – 575 010.

India

- 1. Having examined the Instructions to Bidders, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for "EMPANELMENT OF ALLOPATHIC MEDICAL SHOP FOR SUPPLY OF MEDICINES, SURGICAL CONSUMABLES & DENTAL ITEMS ON CREDIT BASIS FOR A PERIOD OF ONE YEAR", we the undersigned, offer to execute the Supply Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
- 2. We further undertake, if our tender is accepted, to deposit within 28 days from the date of receipt of the letter of acceptance, Bank Guarantees to the extent of 3% (three percent) of the contract price in the manner set forth in the GCC of tender.
- 3. We further undertake, if our tender is accepted, to enter into and execute within 21 days of our being called upon to do so, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
- 4. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
- 5. We have deposited the Bid Security declaration as per the instructions.
- 6. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days or extended time thereafter from the date of receipt of letter of acceptance, the deposit of Earnest Money shall stand forfeited to the Trust.
- 7. We agree that the payment shall be made direct to us by the Port Authority in Rupees.
- 8. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this	Day of	in the capacity of	duly authorized to sign the
Tender for and o	n behalf of		
(IN BLOCK CA	ΡΙΤΔΙ S)		
(IIV BLOCK CAL	TTTALS)	Signa	ture:
Witness			
Witness		Addre	ess.

FORM OF AGREEMENT

THIS AGREEMENT mad	le at Mangalo	ore this	day of	BETV	VEEN M/s.
	(hereina	fter called "the	Contractor") v	which expression	shall unless
excluded by or repugnant to t	the context or 1	neaning therec	of be deemed to	include his heirs	s, executors,
administrators successors and	l permitted assi	gns) of the one	e part and THE	BOARD OF AU	THORITY,
NEW MANGLORE PORT	Incorporated	by Major Po	rt Authority A	ct 2021 having i	ts Regional
Office at Panambur, Manga	lore (herein a	after called "T	he Board") w	hich expression	shall unless
excluded by or repugnant to t	the context or 1	meaning hereof	f, be deemed to	include their suc	cessors and
assigns) of other part, WI	HEREAS the	Board have a	accepted a ter	nder by the Con	ntractor for
"Empanelment of Allopathic	Medical shop	s for supply of	Medicines on	Credit Basis for	a period of
one year"and Guaranteeing	the perform	nance for a	period of 12	months vide	work order
No	dated				

NOW THIS AGREEMENT WITNESSESTH AS FOLLOWS:

- 1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
- 2. The following documents annexed herein shall be deemed to form and be read and construed as part of this Agreement, viz
 - a) The said tender
 - b) The acceptance of tender
 - c) The conditions of Contract
 - d) The scope of work/specifications.
 - e) The Price schedule and all other Annexures
 - f) The Contractor's all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
 - 16. In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the Board for "Empanelment of Allopathic Medical shops for supply of Medicines on Credit Basis for a period of one year" in conformity in all respects with the provision of the Contract.
 - 16. The Board HEREBY COVENANT to pay to the Contractor in consideration for "EMPANELMENT OF ALLOPATHIC MEDICAL SHOP FOR SUPPLY OF MEDICINES, SURGICAL CONSUMABLES & DENTAL ITEMS ON CREDIT BASIS

5. IN WITNESS WHEREOF the parties hereunto have set their hands and seals, the day and year first above written. This Agreement is assigned as CMOA..../2023........ dated..../.../2023 and contains with......pages in all.

Signed, sealed and delivered by ______ for and on behalf of

(Contractor) Witness: 1.

COMPANY SEAL 2.

CHIEF MEDICAL OFFICER
For and On behalf of the NMPA (Board)

Witness

1.

2.

FOR A PERIOD OF ONE YEAR", the Contract Price or and such other sum as may be

payable at the time and in the manner prescribed by the Contract.

FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

1.	In consideration of the Board of Trustees of the New Mangalore Port incorporated by the Major
	Port Authority Act, 2021 as amended by the Major Port Authority Amendment Act, 1974
	(hereinafter called "The Board") which expression shall unless excluded by or repugnant to the
	context or meaning thereof be deemed to include its successors and assigns has awarded the
	Contract for "EMPANELMENT OF ALLOPATHIC MEDICAL SHOP FOR SUPPLY OF
	MEDICINES, SURGICAL CONSUMABLES & DENTAL ITEMS ON CREDIT BASIS FOR A
	PERIOD OF ONE YEAR" vide Work Order No(hereinafter called 'the Contract') to
	M/s. "Name of the Contractor" (hereinafter called the 'Contractor') which expression shall
	unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs,
	executives, administrators, successors and permitted assigns under the terms and conditions of the
	Contract, made between the Contractors and the Board, the Contractor is bound to submit a
	performance Guarantee of Rs /-(Rupees) to Board, we the Corporation Bank, full address
	of the bank to be mentioned(hereinafter referred to as 'the Bank') at the request of the
	Contractors do hereby undertake to pay to the Board an amount not exceeding Rs/-(
	Rupees) against any loss or damage caused to or suffered or which would be
	caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms
	and conditions of the said Contract.
2.	We,(Name of the Bank), do hereby undertake to pay Rs/-
	(Rupees) as the amounts due and payable under this guarantee without any
	demur, merely on a demand from the Board stating that the amount claimed is due by way of loss
	or damage caused to or which would be caused to or suffered by the Board by reason of the
	Contractor's failure to perform the said Contract. Any such demand made on the Bank shall be
	conclusive as regards the amount due and payable by the Bank under this Guarantee. However,
	our liability under this Guarantee shall be restricted to an amount not exceeding Rs.
	(Rupees).
3.	We,(Name of the Bank), undertake to pay to the Board any money so demanded
	notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before
	any court or Tribunal relating thereto, our liability under this present being absolute and
	unequivocal. The payment so made by us under this bond shall be a valid discharge of our
	liability for payment there under and the Contractor shall have no claim against us for making
	such payment.
4.	We,(Name of the Bank), further agree with the Board that the guarantee herein
	contained shall remain in full force and effect during the period that would be taken for the
	performance of the said Contract and it shall continue to be enforceable till all the dues of the

	Board under or by virtue of the said Contract have been fully paid and its claims satisfied or
	discharged or till the Chief Medical Officer of the said Board certified that the terms and
	conditions of the said Contract have been fully and properly carried out by the said Contractors
	and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is
	made on us in writing on or before, we shall be discharged from all liabilities under this
	guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till
	and unless a demand or suit or action to enforce any claim under the guarantee is
	made within three months from the date of expiry of this guarantee, i.e., on or before
	all your rights under this guarantee shall be forfeited and we shall be relieved and
	discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at
	the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such
	further period or periods as the Board may require from time to time.
5.	We, (Name of the Bank), further agree with the Board that the Board shall have the
٥.	fullest liberty without our consent and without affecting in any manner our obligations hereunder
	to vary any of the terms and conditions of the said Contract or to extend the time of performance
	·
	by the said Contractors from time to time to postpone from any time or from time to time any of
	the powers exercisable by the Board against the said Contractors and to forebear or enforce any of
	the terms and conditions relating to the said Contract and we shall not be relieved from our
	liability by reason of any such variation or extension being granted to the Contractors or for any
	forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the
	Contractors or by any such matter or thing whatsoever which under the law relating to sureties
	would but for this provision, have effect of so relieving us.
6.	This Guarantee will remain valid for the entire period as agreed, even though there happens to be
	change in the constitution of the bank or that of the Contractor.
7.	We,(Name of the Bank), lastly undertake not to revoke this guarantee during its
	currency except with the previous consent of the Board in writing.
8.	Our liability under this Guarantee shall not exceed Rs/-(Rupees).
9.	This Guarantee shall valid up to
10.	We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only
	if you serve us a written claim or demand on or before/2023.
	Dated day of2023
	For
(Na	uthorised Signatory/s) ame & Code No.) or and on behalf of Bank.)

6.

FORMAT FOR DECLARATION - UNDERTAKING

(To be executed on bidder's letter head)

То,	
	NELMENT OF ALLOPATHIC MEDICAL SHOP FOR SUPPLY OF MEDICINES, FAL CONSUMABLES & DENTAL ITEMS ON CREDIT BASIS FOR A PERIOD OF AR"
The unde	ersigned, having studies the pre-qualification submission for the abovementioned project, ates:
(a) (b)	The information furnished in our bid is true and accurate to the best of my knowledge. That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
(c)	When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
(d)	We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
(e)	We state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No is full and final for all legal/contractual obligations (delete if not required).
(f)	No conditions are incorporated in the Financial Bid. In case any conditions are specified in the Financial Bid, the Tender will be rejected summarily without making any further reference to the Bidder.
(g)	We also state that we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
(h)	We also undertake that, currently we don't have any litigation.
Date:	
Place:	
Name of	the Applicant :
Represen	ted by (Name & capacity)

(To be executed on non-judicial Stamp Paper of Rs.100/-)

FORMAT OF POWER OF ATTORNEY (in original)

In favour of signatory/s to the Tender, duly authenticated by Notary Public.

POWER OF ATTORNEY IN FAVOUR OF ----- (Name, Designation, Company name)

TO ALL TO WHOM THESE PRESENTS shall come, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) do hereby sub-delegate/delegate, in terms of the powers delegated to me by the Board of Directors, -----(name of the Co.) to Shri ----- (name, designation & address of the Attorney) the following:

NOW KNOW YE AND THOSE PRESENTS that I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), do hereby authorize and empower Shri ------ (name, designation & address of the Attorney) to do severally amongst others, for the purpose of carrying on our business, the following:

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of "EMPANELMENT OF ALLOPATHIC MEDICAL SHOP FOR SUPPLY OF MEDICINES, SURGICAL CONSUMABLES & DENTAL ITEMS ON CREDIT BASIS FOR A PERIOD OF ONE YEAR" Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.
- I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) in terms of the powers delegated to me by the Board of Directors of (name of the Co.), do hereby agree that all acts, deeds and things done by the said Attorney by virtue of this power of attorney, shall be construed as acts, deeds and things done by the Company.
- I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), further undertake to ratify and confirm whatever our said attorney shall do or cause to be done for the Company, the said Company, in the premises, by virtue of the powers hereby given.

WHEREAS, this sub-delegation is signed and delivered to Shri (name
&designation of the Attorney), on this day of, 20 (Two thousand
).
WHEREAS, even though this sub-delegation is signed on this day of
20 (Two thousand), will have effect from the date he signs and receives this
delegation.
IN WITNESS WHEREOF, I, (Name & address of the authorized person to sub-
delegate/delegate powers, delegated on him by the Board of Directors) has, this day of
20 (Two thousand) set my hands and subscribed my signature unto this
instrument.
SIGNED AND DELIVERED ON
BY
(Name of authorized person to delegate powers)
WITNESS:
SIGNED AND RECEIVED ON
BY
(Name & designation of Attorney)

Bank Information for E-Payment

1	Name and full address of the Bidder	
2	Credit Account No.	
	(Should be full 14 digit)	
3	Account type	
	(SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with Telephone No.)	
6	MICR code	
	(should be 9 digit)	
7	Telephone/Mobile /Fax No. of the Bidder	Telephone:
		Mobile:
		Fax:
8	Xerox copy of a cheque should be enclosed	
9	PAN	
	(Xerox copy of Permanent Account Number shall be enclosed)	

Signature and seal of the Bidder

HAND RECEIPT

Name of Payee : Head of account : GLC –	
Authority :	
HAND RECEIPT	
(To be used as simple form of voucher for all miscella none of the special forms 24, 25, 27 is suitable)	(C.P.W.A.28) aneous payments and advance for which
Department : Medical Department, Mechanical II Division	1
Cash Book Voucher No.	Dated:
1. Pay by Cheque / Cash	
2. Paid by me	
Received from the Sub Divisional Officer-in-charge of	
Name of the work or purpose for which payment is made: with the Tender No for the work of "for supply of Medicines on Credit Basis for a period of on2021.	Empanelment of Allopathic Medical shops
	Seal & Sign. Of the Bidder
Date:	
Signature of Payee:	

Witness:

- ♦ The officer authorizing payment would initial and date pay order after scoring out the word Cheque or cash as the case may be.
- The person actually making the payment should initial and date payment certificate (2).
- In the case of works the accounts of which are kept by Sub-heads the amount chargeable to each sub-head should be specified by the disbursing officer.

Payment should be attested by some known person when the payee's acknowledgement is given by a mark, seal or thumb impression.

INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on
day of the month of, between, on one hand, the Board of New
Mangalore Port Authority acting through Shri, Chief Medical Officer, New
Mangalore Port Authority (hereinafter called the 'BUYER/EMPLOYER', which expression
shall mean and include, unless the context otherwise requires, his successors in office and
assigns) of the First Part and M/s represented by Shri
, Chief Medical Officer (hereinafter called the 'BIDDER'
which expression shall mean and include, unless the context otherwise requires, his
successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/EMPLOYER' has invited bids for "Empanelment of Allopathic Medical shops for supply of Medicines, Surgical Consumables & Dental Items on Credit Basis for a period of one year" and the BIDDER is submitting his bid for the same and

WHEREAS the BIDDER is a Private company / Public company / Government undertaking / registered partnership firm, constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is New Mangalore Port Authority.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the 'BUYER/EMPLOYER' to obtain the desired said stores/equipment/services/works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the 'BUYER/ EMPLOYER'

- 1. The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.1. The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.2. All the officials of the 'BUYER/EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
 - 1.3. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

Commitments of BIDDERS

- 2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or

immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

- 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/EMPLOYER'.

3. Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money (Security Deposit)

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount ____ (to be specified in Bid Document) as Earnest Money/Security Deposit, with the 'BUYER/ EMPLOYER' through any of the following instruments:
 - (i) Bank Draft or a Pay Order in favor of
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the 'BUYER/EMPLOYER' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'BUYER/EMPLOYER' shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the Bid Document).
- 4.2 The Earnest Money/Security Deposit shall be valid up to a period of months or the complete conclusion of the contractual obligations to the complete

satisfaction of both the BIDDER and the 'BUYER/EMPLOYER', including warranty period, whichever is later.

- 4.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the 'BUYER/EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/EMPLOYER' to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/ EMPLOYER' shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the 'BUYER/EMPLOYER', and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting

from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - 5.2 The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
 - 5.3 The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Independent Monitors

6.1 The 'BUYER/EMPLOYER' has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission

Name and Address of the Monitor: Shri Prem Chand Pankaj, Ex-CMD, NEEPCO M 402, Pioneer Park, Sector-61, Golf Course, Extn Road, Gurgaon. Mobile No. -9717433886

Email: prempankaj@gmail.com

- 6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 6.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'BUYER/EMPLOYER'.
- 6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER/EMPLOYER', including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 6.7 The 'BUYER/EMPLOYER', will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor will submit a written report to the designated Authority of 'BUYER/EMPLOYER' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / EMPLOYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the 'BUYER/EMPLOYER' or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

This Pact is subject to Indian Law.' The place of performance and jurisdiction is the seat of the 'BUYER/EMPLOYER'.

9. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity

- 10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the 'BUYER/EMPLOYER' and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

11. The parties hereby sign this Integrity Pact at	on//2023
BUYER/EMPLOYER	BIDDER
Name of the Officer and Designation	CHIEF MEDICAL OFFICER
Witness	Witness
1	1
2	2

^{*} Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER/ EMPLOYER in regard to involvement of Indian agents of foreign bidders.

ANNEXURE – 11

SPECIMEN BANK GUARANTEE FORM FOR EMD

ecuted on Rs.100/- non-judicial Stamp Paper]	
k shall fill in this Bank Guarantee Form in accordance with the instructions in	dicated.
sk shall fill in this Bank Guarantee Form in accordance with the instructions in	dic

[Bank's Name, and Address of Issuing Branch or Office]
Beneficiary: Board of New Mangalore Port Authority, Panambur, Mangalore - 575010
Karnataka
Date:
TENDER GUARANTEE No.:

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer")

has

submitted to you its Tender dated (hereinafter called "the Tender") for the execution of [name of contract] under Invitation for Tenders No. [Number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an Earnest Money Deposit(EMD).

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Bid/Tender; or
- b) having been notified of the acceptance of its Tender by the Employer/ Board during the period of Tender validity, (i) fails or refuses to execute the Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Bidders/Tenderers.

This guarantee will expire unless other wise extended or informed by the Employer/ Board:

- a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- b) if the Tenderer is not the successful Tenderer, upon the earlier of
 - i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
 - ii) twenty-eight days after the expiration of the Tenderer's Tender validity or any extended period thereof.;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[signature(s)]		

[Authorisation letter from the issuing bank that the signatory of this **BG** is authorised to do so-should also be enclosed]



Tender Inviting Authority: Office of the Chief Medical Officer, Medical Department, New Mangalore Port Authority, Panambur

Name of Work: "EMPANELMENT OF ALLOPATHIC MEDICAL SHOP FOR SUPPLY OF MEDICINES, SURGICAL CONSUMABLES & DENTAL ITEMS ON CREDIT BASIS FOR A PERIOD OF ONE YEAR".

Tender Contract No: CMO-08/2022-23 dated 28.02.2023

Name of	
the	
Bidder/	
Bidding	
Firm /	
Company	
•	

PRICE SCHEDULE

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBE R#	TEXT #	TEXT #	TEXT #	NUMBER#
Sl. No.	Item Description	Item Code / Make	Units	Percentage Discount offered on Maximum Retail Price (MRP)
1	2	3	5	7
1	BOQ Particulars			
1.01	Generic medicines / Surgical Consumables & Dental Items	item 1	Percentage	
1.02	Branded medicines	item 2	Percentage	

PART- IV

NMPA BANK DETAILS FOR REMITTING EMD / PERFORMANCE GUARANTEE AND TENDER FEES

Name of Payee: The FA & CAO, NMPA, Panambur, Mangalore.

1	Name of the Bank:	State Bank of India, Panambur, Mangalore Pin - 575 010.
2	Bank A/C No.	10205649448
3	IFSC Code:	SBIN0002249
4	MICR Code:	575002011
