



**NEW MANGALORE PORT AUTHORITY
MEDICAL DEPARTMENT
PANAMBUR, MANGALORE – 575 010
Tele : 0824 – 2407948/2407413
Extension: 0824-2887294**

File No. 26/7/2023-24/PH(MS)Credit

Date : 05.12.2023

To,

The Prospective Bidders-

Sir,

Sub: NMPA - Medical Department – “Supply of Branded Allopathic Medicines on Credit Basis” on highest rebate on MRP at the estimated value of Rs 20,00,000/- excluding GST – Offer Requested :-Reg

Competitive quotations are invited from the firms who are experience in the field for “Supply of Branded Allopathic Medicines on Credit Basis” on highest rebate on MRP to Port Authority Hospital. In this regard (A) Bill of Quantity (B) Eligibility Criteria (C) Scope of work (D) Terms & Conditions are detailed below.

(A) Bill of Quantity

SI No	Item Description	Units	Percentage Discount offered on Maximum Retail Price (MRP)
1	“Supply of Branded Allopathic Medicines”	Percentage	

(B)Eligibility Criteria of the Bidder

1. The bidder must hold valid license to sell, stock, or exhibit for sale or distribute by retail / Whole sale for allopathic drugs issued by the Drug control Authority of Karnataka under the provisions of drugs and Cosmetics Act, 1940 as applicable and any other law in force as on the date of application.

The empanelled chemist will further ensure and undertake that their licenses remain valid till the end of the contract period.

2. The shop/establishment of the bidder should be situated in Mangalore. Proof to be enclosed (Trade License).
3. The Bidder shall have valid GST Registration Certificate, in the name of the Bidder.

(C) Scope of work

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.
 - i. **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. **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.
 - vi. **Individual packets:** The successful bidder shall supply bar-coded medicines in individually identifiable packet for each beneficiary / particulars.
2. The Chief Medical Officer (purchaser) will not accept the supply of damaged / near expiry or expired items. The Drugs /chemicals/items supplied generally should have minimum One year expiry date from the date of supply. However, fresh stocks within 4 months from the date of manufacture are preferred.
3. 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.

4. The supply of medicines should be on credit basis.

5. The Bidder 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.

(D) Terms & Conditions :

6. 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. It 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.
7. The successful bidder will have to provide a Performance bank guarantee for Rs 2,36,000/- including GST within 10 days from the issue of work order (Format @ Annexure 1).
8. The contract shall be for a period of 4 Months. The contract may be extended for a further period of another four months at the same rate, terms and conditions of the contract on mutual acceptance between successful bidder and NMPA.
9. 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.
10. Under no circumstances, substitute items shall be accepted by the PH Authorities against the indent.
11. Cosmetics & Food supplements shall be treated as inadmissible.
12. Late Supply Penalty: In case the Successful bidder fail to supply the ordered items in time as per Clause (C.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 bidder shall have to be borne by the Successful bidder. Such difference of amount shall be deducted from any current or future bill of the Bidder.
13. If there is any delay in supply of Medicines for more than one day as per terms and conditions as per clause (C.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.

Presentation of Bill & Payment:

14. 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.
15. The rates quoted above at Bill of Quantity are inclusive of all duties, tolls, levies if any etc. complete and excluding GST.
16. GST if any, applicable shall be shown as a separate line item in the (A) Bill of Quantity and GST element if any will not be considered for evaluation of Bid.
17. Bidder shall quote their offer as per NMPA's "Bill of Quantity" format only mentioned at (A) Offer furnished in any other format is not acceptable and will be rejected.
18. The NMPA's enquiry letter and enclosures duly signed & sealed by the Bidder on each page with amendments issued by NMPA if any, shall accompany with the offer.
19. Applicable statutory taxes if any will be deducted at source while making the payment.
20. The acceptance of the quotation will rest with competent authority of NMPA who does not bind himself to accept the highest rebate quotation and reserves to himself the authority to reject any or all of the quotations received without assigning any reason.
21. Validity: Validity of offer shall be 60 days from the date of opening of the quotation.
22. The rates shall be quoted both in figures as well as in words in (A) Bill of Quantity.
23. The quotation in complete shape as required above enclosed in a sealed cover super scribed as Quotation for " Supply of Branded Allopathic Medicines on Credit Basis" on highest rebate on MRP shall be sent by post/or by hand to the undersigned at below mentioned address not later than **3.30PM on or before 07.12.2023**. The quotation will be opened on the same day at 4.00 PM in the presence of those tenderers or their representatives who are present at the time of opening the quotation.
24. The contract shall be governed by the laws and procedures established by Govt. of India. Any dispute relating to the enquiry shall be subject to the jurisdiction of the court at Mangalore only.

25. Quotation should be free from corrections/Erasers. In case there is any unavoidable corrections it should be properly attested, if not quotation will not be considered for evaluation.
26. Quotations should be strictly as per the format mentioned in tender without any deviation. Conditional offers will not be accepted / entertained.
27. Quotation written in pencil will not be considered.

Sd/-
(Gladstone L V)
Executive Engineer (Mech)

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 “Supply of Branded Allopathic Medicines on Credit Basis” 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 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 forbear 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.

11. The Bank Guarantee is encasheable at our _____ branch at Mangalore,
Karnataka

Dated ----- day of -----2023

For

(Authorised Signatory/s)

(Name & Code No.)