



चेन्नै पोर्ट ट्रस्ट  
**CHENNAI PORT TRUST**  
**MATERIALS MANAGEMENT DIVISION**

**TENDER NO.** : MEE/T/MS/e-82 /17/MM  
**BID SUBMISSION CLOSING DATE** : 24/01 /2018 AT 14.30 Hrs  
**TENDER OPENING DATE** : 25 /01/2018 AT 15:00 Hrs  
**EMD (Bid Security)** : Rs.50,000/-

Pre bid meeting will be held on 05/01/2018 at 11.00 hrs. The bidders are requested to attend the pre bid meeting for clarifications about online bidding.

**TENDER for the**  
**SUPPLY OF 16 ITEMS OF GENERIC MEDICINES**  
**THROUGH e –PROCUREMENT ON WEBSITE**  
**[eprocure.gov.in](http://eprocure.gov.in)**

**Chief Mechanical Engineer**

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**CHENNAI PORT TRUST**  
**MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT**

**Materials Management Division e-Procurement**  
**Through Online**

TENDER NO:MEE/T/MS/e-82/17/MM

**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF TENDERER**  
**TENDER SHALL BE SUBMITTED THROUGH ONLINE BIDS IN TWO COVER**  
**SYSTEM**

**INSTRUCTIONS TO TENDERER**

- 1) i) GST Registered Tenderers are only eligible to participating the Tender. ii) Tender / Bid shall be accepted through online mode and no manual submission shall be entertained. iii) Tenderer is required to submit their tender through online in the form of Two Cover System on or before **due date of closing time 24/01/2018 at 14:30 Hrs.** The tender received after the due date and time will not be entertained. iv) Tender Document can be submitted online only in the designated two cover system on the e-tender website **eprocure.gov.in** on or before the due date. The time of opening of technical bid will be on **25/01/2018 at 15:00 Hrs.** v) Pre-bid meeting will be held on **05/01/2018 at 11.00hrs.** The bidders are requested to attend the Pre-bid meeting for clarification about on line bidding. vi) Tenderer should submit the tender as per specification indicated in Schedule-A and in accordance with the instructions to tenderer i.e., General Rules and Directions for the guidance of Tenderer, Special Conditions of Tender-Schedule-‘B’ and General Conditions of Contract – Schedule ‘C’.
- 2) i) The amount of Earnest Money Deposit (Bid Security) is **Rs.50,000/-**  
ii) Tenderers can down load the Tender Documents from Website. EMD (Bid Security) should be in the form of Account Payee Demand Draft / Banker’s Cheque / from any of the Nationalized/Scheduled Banks / payment online in an acceptable form drawn in favour of “The Chairman, Chennai Port Trust” payable at Chennai.. The original financial single instrument towards EMD (**in sealed cover superscribed “EMD for Tender No. MEE/T/MS/e-82/17/MM SUPPLY OF 16 ITEMS OF GENERIC MEDICINES)** is to be sent to The Chief Mechanical Engineer, Materials Management Division, III floor, Chennai Port Trust, Rajaji Salai, Chennai-1 so as to reach this office on or before the closing date and time.  
iii)Tenderers registered with Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department for the exemption of EMD (Bid Security) shall send scanned copy in accordance with the Condition No.11 (a) and (b) of General Rules and Directions for the guidance of Tenderer

### **3) COVER – I DETAILS: TECHNICAL AND COMMERCIAL**

**This shall contain scanned copy of the following.**

- i) Demand Draft / Banker's Cheque from any of the Nationalized/Scheduled Bank for EMD (Bid Security).
- ii) Certificate for exemption of EMD (Bid Security) as per Condition No:11(a) & (b) below
- iii) Documents required as per Pre-Qualification Criteria such as proof of manufacturer / dealer, executed purchase order copies, relevant invoice copies /acceptance report etc as per SCHEDULE – A of the Tender Document (SI No. 1 to 9)

### **4) COVER – II DETAILS: PRICE BID (BOQ)**

#### **Price Schedule.**

Price should be quoted in original Price Schedule (BOQ).

#### **5) EVALUATION PROCESS:**

A proposal shall be considered responsive if

- a. It is received by the proposed Due Date and Time.
- b. It is Digitally Signed.
- c. It contains the information and documents as required in the Tender document.
- d. Contains EMD(Bid Security) (wherever applicable).
- e. It contains information in formats specified in the Tender document.
- f. It mentions the validity period as set out in the document.
- g. It provides the information in reasonable detail (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by the Port Trust without communication with the Qualified Applicant). The Port Trust reserves the right to determine whether the information has been provided in reasonable detail.
- h. There are no significant inconsistencies between the proposal and the supporting documents.
- i. The Technical qualification conforms to as specified in the eligibility criteria of General rules and directions for the guidance of the Tenderer.
- j. A Tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer, or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicants presenting substantially responsive bids.

- k. The Port Trust reserves the right to reject any Tender which in its opinion is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.
  - l. The Port Trust would have the right to review the Technical Qualification and seek clarifications wherever necessary.
  - m. The **Financial evaluation** of the Tender will be based on the Base price of supply of goods or services or both excluding the applicable GST.
- 6) Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Mechanical Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and cover-II – Price bid of such tenders only will be opened and EMD will be returned to the disqualified tenderers. Hence, tenderers shall submit advance stamp receipt for return of EMD to the Disqualified tenders immediately.
  - 7) The date and time will be intimated to tenderers whose offers are found suitable and cover-II of such tenderers will be opened on the specified time and date.
  - 8) The tenderers should specifically note that they should send their offer in line with all conditions Covered in schedule A, B and General Rules and Guidance in all respects, so as to finalise the tender at the shortest period and also this will facilitate to return the EMD to the unsuccessful tenderers at the earliest. The offers with deviation in any of the conditions will be summarily rejected and no further correspondence regarding the clarification will be made after opening of the tender.
  - 9) a) The price quoted by the tenderer must be firm and should hold good at least for 120 days from the date of opening of the Tender.  
b) The successful Tenderer has to produce original documents for verification before placement of order.
  - 10) The person whose tender or any portion of whose tender is accepted he must within 10 days of receipt of notice of such acceptance or within such extended time as may be allowed, by the Chief Mechanical Engineer at his discretion, deposit a Security of 5% of the total value of the contract as mentioned below.
    - (i) Tenderer shall furnish Security Deposit (Performance Security) in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee from any of the Commercial Bank / online payment and in the event of the security deposit exceeding Rs.5 Lakhs, the total amount or the amount in excess of Rs.5 Lakhs be deposited, in the form of Bank Guarantee issued by any Scheduled Bank / Nationalized Bank enforceable and encashable at Chennai. The Bank Guarantee without the provision for enforcement and encashment at Chennai cannot be accepted. However the outstation Bank Guarantee without provision for enforcement and encashment at Chennai can be

accepted only in exceptional cases provided if the firm is willing to pay a non-refundable sum of Rs.10,000/- (Rupees Ten Thousand only). This aspect should be confirmed in the Tender.

- (ii) The deposits in any manner suggested above shall be to the extent of five percent of the total amount of the accepted tender towards security for the due fulfillment of the conditions of Contract and Tenderer must execute an agreement in the form here to annexed.
- (iii) GUARANTEE BOND shall be executed in the form hereto annexed within 30 days from the date of execution of the agreement, failing which the agreement is liable to be treated as null and void. On receipt and acceptance by the Board of full deposit in any manner aforesaid and on execution of agreement Earnest Money submitted with the Tender will be refunded. No interest will be allowed on the Earnest Money from the date of its receipt until it is refunded. In the case of un-successful Tenderers Earnest Money will be returned as soon as possible after the final decision of awarding the contract.
- (iv) The EMD amount of successful tenderer will be adjusted towards the security deposit only on the request furnished by the successful tenderer in writing for the particular tender only.

Alternatively, the successful Tenderer shall where his tender is accepted furnish security as specified above for 5% of the value of the contract after giving a credit to the amount deposited by him as Earnest Money. The Earnest Money shall retain its character as such till the agreement is signed by the Tenderer and the Security Deposit is accepted by the Board.

- 11) (a) It is to be specifically noted that this tender does not come within the purview of the system of registration of approved suppliers in vogue with the Trust and as such firms who are registered as an approved supplier are required to pay the Earnest Money Deposit to participate in this tender in accordance with clause No.2 above. No relaxation with regard to payment of Earnest Money Deposit and Security Deposit will be made on the ground that the Tenderers are on the approved list of D.G.S. & D. Railways etc. However, tenderers registered with Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from the payment of EMD (Bid Security) provided a Photo copy of the Certificate from the registering authority. No relaxation is allowed with regard to payment of Security Deposit (Performance Security).
- (b) The MSME, NSIC etc. certificates required to be submitted as per the condition above should contain all the items in the Tender and even if any one of the tendered item is not covered in the Certificate, the offer is liable for rejection. Since the permanent certificate issued is stated to be valid for a period of 2 years only from the date of issue and in such cases validated certificate copy in the manner prescribed should be submitted along with the quotation.

12) Whereas a person whose tender has been received on behalf of the board intimates the Chief Mechanical Engineer that he is not willing to abide by the terms of the Tender, or goes behind the clarification made before the Chief Mechanical Engineer or the Tender Committee appointed to scrutinize the Tender in respect of the terms of the Tender or withdraws the tender before receipt of final acceptance where a person whose tender has been accepted fails

a) to execute an agreement in such form as aforesaid in respect of all goods or materials for which the tender is accepted within 10 days of such acceptance is made known to him

(or)

b) to furnish the Guarantee Bond within the prescribed time, the Earnest Money deposited by such persons shall be forfeited and in case the contract is liable to be cancelled or the agreement if executed is liable to be treated as null and void.

Further the Tenderer undertakes if his tender is accepted to enter into and execute when called upon to do so an agreement with such modification as agreed upon and unless and until the formal agreement is prepared and executed this tender together with the written acceptance shall form a binding contract between the Trust and the Contractor.

13) The cost of stamping agreement must be borne by the successful Tenderer.

14) The Chief Mechanical Engineer does not bind himself to recommend for acceptance of the lowest or any tender or to assign any reason for non-acceptance and reserves to himself the right to divide the contract between two or more Tenderers.

15)(i) Only such vehicles as are licensed by the Board will be permitted to enter into the Chennai Port Trust.

(ii) Tenderers should obtain temporary pass from the Port Asst. Traffic Manager (Central Pass Section) Near Anchor Gate Hospital or from the Office of the Materials Management Division, Old Administrative Office Building (Annexe), to gain entry into the Trust's premises if necessary.

16) Tenders will be opened at the Office of the Materials Management Division, III Floor, Old Administrative Building (Annexe), Chennai Port Trust, Rajaji Salai, Chennai-600001 immediately after the closing time mentioned in the advertisement those who have paid the Earnest Money including those exempted.

17) The Tenderer shall clearly state in his tender the foreign exchange involved if any and if so the country currency and those of the principals involved. "The Tenderer shall also furnish details of credit facilities that could be made available".

- 18) The **Telegraphic/Telex/Fax/E-Mail** offers will be treated as **defective**, invalid and rejected. Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.
- 19) 100% payment will be made within 30 days from the date of acceptance of supply. To make payment through ECS, furnish the following details :
- a. GSTIN No.
  - b. PAN No.
  - c. Mobile No
  - d. e-mail id
  - e. Name of the Bank and Branch details
  - f. Account Number (Bank account shall be linked with Aadhar Card for effecting payment)
  - g. MICR Number and IFSC code
  - h. Type of Account
- 20) The contract will be finalized on individual item basis. If there is specific mention in the Schedule 'A' of this document to the effect that all the items will be taken together for evaluation purpose and contract will be finalized on single supplier, then this clause becomes nullified.
- 21) The bidders shall give an undertaking that they 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.
- 22) The bidders shall disclose any payments made or proposed to be made to any intermediaries (agent etc.) in connection with the bid.
- 23) Any misrepresentation of facts (or) furnishing false information by the tenderer are liable to be blacklisted, declaring them ineligible for a stated period of time.

**CHIEF MECHANICAL ENGINEER  
CHENNAI PORT TRUST**



CHENNAI PORT TRUST  
**FIRST COVER SHEET**  
**Statement showing requirement of Medicines – Schedule ‘A’**  
**E-Procurement through online**

S.NO	CODE NO.	DESCRIPTION	UOM	QUANTITY REQUIRED FOR 2 YEARS
1	001104	CALCITRIOL TAB/CAP 0.25MCG	NOS	4000
2	000339	HUMAN ACTRAPID INJ 40IU	NOS	15000
3	000340	HUMAN MIXTARD INJ 40IU	NOS	25000
4	000341	HUMAN MONOTARD INJ 40IU	NOS	15000
5	000586	PYRAZINAMIDE TAB/CAP 750MG	NOS	3000
6	000686	TRAMADOL INJ 50MG - 2ML PACK	NOS	2000
7	000613	SALBUTAMOL P DPI 200MCG DRY POWDER INHALER	NOS	30000
8	001098	AMANTADINE TAB/CAP 100MG	NOS	15000
9	001093	INSULIN LISPRO INJ	NOS	9000
10	001106	METHYL PREDNISOLONE TAB/CAP 4MG	NOS	25000
11	001090	ZINC CHLORIDE 1%+ CETRIMIDE 1% + TANNIC ACID 2% GUM PAINT 15ML PACK	NOS	2500
12	001092	CARMELLOSE SODIUM 0.5% EYE DROPS 10ML PACK	NOS	10000
13	001114	OLOPATADINE HCl 0.1% EYE DROPS 5ML	NOS	2000
14	000567	PRIMA QUINE TAB/CAP 7.5MG	NOS	2000
15	000662	TETANUS VACCINE INJ 0.5ML	NOS	3500
16	'000614	SALBUTAMOL MDI 100 MCG METERED DOSES INHALER	NOS	6000

**Pre Qualification Criteria:**

1. The tenderer shall be a Manufacturer having valid Drug Manufacturing License / Loan License / Direct Importer holding valid Import License. Also manufacturers having 3<sup>rd</sup> Party License / Agreement with the Pharmaceutical Company having valid Drug License will be allowed to participate in the Tender. Tenderer should produce copies of the valid licence / 3<sup>rd</sup> party agreement along with the Manufacturing License, GMP/COPP, NCC for the products quoted duly issued by the Licensing Authority.”
2. Distributors/Suppliers/Agents are **not eligible** to participate in the Tender.
3. i) Average Annual financial turnover during the last 3 years (2014-15, 2015-2016, 2016-2017) should be Rs.46,66,000/-

(ii)The bidder should have executed Purchase orders of Medicines

a. One single order of Rs.1,24,43,782/-

or

b. Two orders of Rs.77,77,364 /- each

or

c. Three orders of Rs.62,21,891/- each

during the last 7 years as on date of tender opening

Necessary Purchase orders along with related Invoice copies/Acceptance Report from the purchaser shall be enclosed along with cover I for having executed the supply.

4. “It is proposed to place the Purchase Order / Rate Contract on two firms for each medicines to have uninterrupted supply of Medicines. L2 offerer will be asked to match the price of L1 offerer and if L2 offerer does not agree to match the price of L1 offerer, the other firms in the order of merit will be approached to match the price of L1 offerer. The Rate Contract will be awarded with 60% Quantity to the L1 offerer and 40% Quantity to the matched L2 offerer”. In case L1 Offerer default and fails to supply the Medicines, Rate Contract will be awarded on the matched L2 offerer for the balance quantity not supplied by the L1 Offerer and vice versa besides the quantity ordered on them.
5. Tenderer should submit copies of GMP / WHO – GMP / COPP Certification for the products quoted.
6. If any of the drugs quoted by the firm comes under the list of drugs covered by DRUG PRICE CONTROL ORDER (DPCO) the firm shall ensure that the price quoted is equal to or lower than DPCO price fixed by the Government from time to time”. The tenderer shall furnish an undertaking in this regard in Cover I.
7. Tenderer should have its own C&F Agents or super Stockists in Chennai.
8. Tenderer should produce copy of Non-conviction Certificate issued to the Company by the Drug Controller Authority from where the quoted medicines are manufactured during the last 12 months.
9. All Tablets and Capsules should be in requested form of package for which the Tenderer should give an undertaking at the time of submitting their offer.

CHIEF MECHANICAL ENGINEER  
CHENNAI PORT TRUST

CHENNAI PORT TRUST

MATERIALS MANAGEMENT DIVISION      ANNEXURE - B

E-Procurement Through Online

GENERAL TERMS AND CONDITIONS

**“Tenderer should submit their tender through online with relevant documents duly filled in the enclosed checklist”.**

- 1)
  - a. The prices quoted for each goods shall be mentioned with its Description of goods, HSN Code, Unit of measurement, price per unit of measurement, rate of applicable SGST / CGST / IGST and amount of applicable SGST / CGST / IGST
  - b. The prices quoted for each service including insurance, packing & forwarding and any other expenses involved in the execution of the contract or supply of goods or services or both as per the tender conditions shall be mentioned with its description of service, Service accounting code (SAC), Unit of Measurement, Price per unit of measurement, rate of applicable SGST / CGST / IGST and amount of applicable SGST / CGST / IGST.
  - c. The Trust will not provide Form ‘C’ or ‘D’ under the erstwhile CST Act. The Contractor / Vendor /Supplier of goods or service or both shall quote the GSTIN of Chennai Port Trust in their Tax invoices issued under GST Acts.
  - d. The firm shall furnish Tax Invoice as per GST Rules in the name of Chennai Port Trust (our GSTIN - 33AAALC0025B1Z9), by mentioning firm’s GSTIN and indicating the amount of GST separately.
  - e. The firm shall remit the GST amount in the invoice to the government within the due dates and also file the returns by mentioning the GSTIN of Chennai Port Trust to enable the Chennai Port to avail applicable input tax credit.
  - f. Chennai Port Trust shall reimburse the GST components mentioned in the invoice to the firm only to the extent and on reflection of the same under under the GSTIN of ChPT in the GST web portal.
2. Tenderer should upload the “Check List” dully filled the above particulars in the Prescribed format as enclosed in the Tender document, otherwise your offer will not be considered.
3. Tender should not be submitted for the product / products for which the company has been blacklisted either by any State / Central Government’s organization / Public Sector Undertakings / Port Trusts.

4. Company which has been blacklisted either by CME or by any State Government or Central Government Organization should not participate in the tender during the period of blacklisting.
5. Late received offers will be rejected.
6. Tenderer will state Maker's name, brand, and country of manufacture of the item offered, if asked for.
7. Tenderer will offer exactly as per tender specifications.
8. The tenderer will mention technical specifications, as per Industry Standards.
9. Rate quoted should be inclusive of all charges for delivery at the given address.
- 10(a).Tenderer will also separately quote taxes, duties, freight and other charges in BOQ (Price Bid).
- 10 (b). Tenderer shall furnish prevailing rate of taxes and duties, in order to enable him to claim variation in taxes and duties at a later date, to justify or substantiate its basis.
11. The tenderer should quote firm price in their offer without which their offer is likely to be ignored.
12. Tenderer shall not furnish any ambiguous or vague information in the tender.

### **13.TAXES AND LEVIES.**

Rates of taxes/duties/levies etc., GSTIN payable on the material should be given in the offer. If nothing is stated in the rate quoted, then the rate quoted will be deemed to include all the taxes & levies. For receiving payment of GSTIN, the tenderer will declare in the offer that they are registered under the GSTIN and quote the GSTIN Registration Number. Offers with taxes / charges extra without specifying basic price are likely to be ignored.

14. Any downward variation in GSTIN will be passed on to Ch..P.T.
15. Tenders not accompanied with the requisite EMD shall be treated as invalid and rejected.
16. The tenderers, who are not qualified in the pre-qualification stage, the Earnest Money Deposit of those Tenderers will be refunded. Hence tenderes are requested to forward **ADVANCED STAMP RECEIPT** with seal along with the quotation and to make payment through ECS, furnish the following details (a) MICR Number (b) Name of the Bank and Branch details (c) Account Number (d) Type of Account (e) GSTIN Number (f) PAN Number (g) IFSC Code (h) Mobile Number (i) Copy of front page of Pass Book and (j) Cancelled Cheque in Cover –I so that EMD can be refunded immediately if found unsuccessful during evaluation.

17. The Earnest Money Deposit will be refunded to the unsuccessful tenderers (after opening of price bid) through ECS only after the tender is settled. EMD will be refunded to the successful tenderer after lodgement of Security Deposit. Ch.P.T will not be responsible for reimbursing to the tenderer their bank commission for issue of Banker's cheque/Demand Draft/Pay Order and for encashing such cheque. No interest will be payable by the Ch.P.T for the EMD deposited.
18. In the event of the tenderer withdrawing his offer before expiry of the validity period of the tender, his offer will be treated as cancelled and EMD deposited will be forfeited by Ch.P.T.
19. In case of successful tenderer, EMD will be forfeited by the Ch.P.T in the event of any breach whatsoever on the part of such tenderer of any of the terms and conditions upon and subject to which the tenderer's offer shall be accepted by the Ch.P.T.

### **SECURITY DEPOSIT**

20. The successful tenderer will pay Security Deposit (SD) at 5% of the total value of Purchase Order/Rate Contract inclusive of all taxes and levies within 14 days from the date of outward No., of Purchase Order. Security Deposit up to Rs.5 Lakhs in the form of Demand Draft/Bankers Cheque drawn on any Scheduled Bank/Nationalized Bank, payable at Chennai and in the event of the Security Deposit exceeding Rs.5 Lakhs, the total amount or the amount in excess of Rs.5 lakhs be deposited in the form of Bank Guarantee issued by any Scheduled Bank/Nationalized Bank, enforceable and encashable at Chennai. Banker's cheque / Demand Draft shall be drawn in favour of "Chairman, Chennai Port Trust" & payable at CHENNAI. No interest will be payable for the sum so deposited. The Security Deposit will be refunded only after successful execution of the Purchase Order/Rate Contract in full to the satisfaction of the CME. The EMD lodged by the successful tenderer will not be refunded till receipt of SD.

### **SAMPLE CLAUSE**

21. The Chennai Port Trust reserves the right to call for sample at any stage during the finalisation of the tender or during the currency of contract period and test the same samples from the outside Laboratory at the cost of the Supplier.

### **DELIVERY PERIOD**

22. The tenderer is requested to supply the Medicines within 30 days from the date of Purchase Order.
23. The delivery period will commence from the date of the issue of Purchase Order and date of delivery will be calculated from that date.

## **QUANTITY**

24. The CME, Chennai Port Trust reserves the right to order plus or minus 25% of the quantity ordered.

## **PAYMENT TERMS**

25. The Contractor's bill for the supply will be passed for payment and the Contractor will be paid the amount due to him towards the supply of the medicines within 30 days. The Contractor shall send an advance Stamped Receipt along with the bill to avoid delay in payment, failing which, the bill will be returned to the Contractor.

## **VALIDITY**

26. The tenderer will keep his offer open for acceptance for a period of **120 days** from the due date of tender.

## **INSPECTION & TESTING**

27. Inspection of material will be done at Ch.P.T premises unless otherwise stated in the Purchase Order / Acceptance letter.
28. At the time of delivery, if required or if asked for, the supplier will produce a certified copy of the manufacturer's test certificate to establish that the goods conform to the relevant IS, wherever applicable. The supplier will also be required to produce a certified copy of the valid license where the manufacturer of the goods is licensed to put the mark of IS.
29. The supply will be effected along with the Manufacturer's Test Certificate. Samples will be called for wherever required and the same will be tested from outside agency. In case the material supplied by the supplier is rejected for not meeting the Purchase Order specifications, a penalty of 1% of the Purchase Order amount, subject to minimum amount of Rs.1,000/- will be levied on the supplier and the same may be recovered from his pending bills, EMD, Security Deposit.
30. The Port Trust reserves the right to inspect the Goods after arrival at the Ch.P.T.'s Premises and to reject them if found defective or at variance with the Goods inspected at the supplier's premises.
31. The material will be inspected by the Medical Department; Ch.P.T. after receipt of the same and his decision will be final and binding upon the supplier. If required, a sample from the supply will be drawn in the presence of the firm's representative, who should be deputed within 3 days of receipt of supply in Medical Department, failing which the sample will be drawn by the Inspecting Officer and will be sent for testing to a laboratory to be selected by the Chief Medical Officer, Ch.P.T. or his authorized representative. The result of the laboratory test will be final and binding on the supplier. The cost of the inspection and testing by outside agency will be borne by Chennai Port Trust if the

material passes the inspection and testing. However, if the material fails in the inspection and testing and is consequently rejected, then full cost of the inspection and testing by outside agency will be reimbursed by the supplier to Ch.P.T.

### **LIQUIDATED DAMAGES**

32. This clause is applicable where value of purchase order exceeds Rs.1 Lakh.

a) **Where the delivery period is less than 4 weeks.**

If the supplier fails to complete the supply in all respects within the period specified or within such extended period as may be allowed by Chief Mechanical Engineer, the supplier shall pay or allow the Board a sum equivalent to 1% of the value of the unfulfilled portion of the purchase order price per day, subject to a maximum of 10% of the value of the unfulfilled portion of the purchase order as Liquidated Damages/Late Delivery Charges.

b) **Where the delivery period is more than 4 weeks**

If the supplier fails to complete the supply in all respects within the period specified or within such extended period as may be allowed by Chief Mechanical Engineer, the supplier shall pay or allow the Board a sum equivalent to ½ % of the value of the unfulfilled portion of the purchase order price per week (7 days) or part thereof, subject to a maximum of 5% of the value of the unfulfilled portion of the purchase order as Liquidated Damages/Late Delivery charges.

c) In case of part supply, the calculation of Liquidated Damages will be restricted to the incomplete/ undelivered value of supply order subject to the amount of maximum percentage prescribed in the Liquidated Damages/Late Delivery Charges of the total value of the order.

d) The Liquidated Damages/Late Delivery Charges shall be deducted from any amount payable to the contractor/supplier including encashment of Bank Guarantee or any securities/guarantees, if any available with the Port Trust.

e) If the supplier has delayed/not supplied after giving due notice, the supply order will be cancelled and any additional expenditure incurred by the Trust in procuring such material will be recovered from the supplier for non performance/delay in execution of the supply from the money due or belonging to the supplier with the Board.

### **ACCEPTANCE/REJECTION OF TENDER**

33. The Ch.P.T is not bound to accept the lowest tender. Any or all tenders in whole or in part may be rejected without assigning any reason. Ch.P.T further reserves the right to accept any tender in whole or in part at their option.

### **PARALLEL RATE CONTRACT / RISK PURCHASE**

34. In case the supplier responds to the notice by the date indicated therein, then the new date of delivery indicated by the supplier may be accepted, subject to deduction of the L.D from the supplier's bill, for the period of delay beyond the scheduled delivery period. A letter,

accepting the delay in delivery subject to deduction of liquidated damages, will be issued to the supplier wherein new date of delivery will be clearly indicated. The maximum allowable delay will not exceed 10 weeks, beyond the scheduled delivery date, even with the levy of Liquidated Damages.

35. If the tenderer fails to execute the supply within the stipulated time, the Chief Mechanical Engineer is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases Chief Mechanical Engineer has every right to recover the cost.
36. If at any time the tenderer has, in the opinion of Chief Mechanical Engineer, delayed in making any supply by reason of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause on a specific request made by the tenderer, the time for making supply may be extended by the Chief Mechanical Engineer at its discretion for such period as may be considered reasonable. The exceptional cause does not include the scarcity of raw material, power cut, labour disputes.
37. Whereas a person whose tender has been received on behalf of the Board intimates the Chief Mechanical Engineer that he is not willing to abide by the terms of the Tender, or goes behind the clarification made before the Chief Mechanical Engineer or the Tender Committee appointed to scrutinize the Tender in respect of the terms of the Tender or withdraws the tender before receipt of final acceptance where a person whose tender has been accepted fails (i) to execute an agreement in such form as aforesaid in respect of all medicines for which the tender is accepted within 10 days of such acceptance is made known to him (or) (ii) to furnish the Guarantee Bond within the prescribed time, the Earnest Money deposited by such persons shall be forfeited and in case the contract is liable to be cancelled or the agreement if executed is liable to be treated as null and void. Further the tenderer undertakes if his tender is accepted to enter into and execute when called upon to do so an agreement with such modification as agreed upon and unless and until the formal agreement is prepared and executed this tender together with the written acceptance shall form a binding contract between the Trust and the Contractor.
38. Only such vehicles as are licensed by the Board will be permitted to enter into the Harbour. Tenderers should obtain temporary pass from the Port Asst. Traffic Manager (Central Pass Section) near Anchor Gate Hospital or from the Office of the Chief Mechanical Engineer, Old Administrative Office Building Annexure, to gain entry into the Trust's premises if necessary.
39. Any notice to the Contractor shall be deemed to be sufficiently served, if given or left in writing at his usual or latest known place of abode or business.
40. In the event of any breach of any of the provisions of contract by the Contractor, the Board shall have the right to terminate the contract summarily.



41. It shall be lawful for the Chief Mechanical Engineer without giving any notice to the Contractor, to purchase in the open market any goods or materials Covered by the Contract and if such goods or materials are not available to purchase suitable substitute as to which the decision of the Chief Mechanical Engineer shall be final and binding on the Contractor in the event of the Contractor.

- i) Having delivered goods or materials not of the contracted quality.
- ii) Having failed to supply goods or materials within the time specified.
- iii) Having refused or being unable to supply goods or materials Covered by contracts either in whole or in part.

The Contractor shall be liable for any excess in the price paid for such purchase over the contract price and the Chief Mechanical Engineer shall have right to deduct any such excess from the money due or belonging to the contractor with the Board.

42. At any time prior to the date of submission of Tender, Chief Mechanical Engineer may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by an amendment. All prospective tenderers who have received the tender document will be notified of the amendment in writing and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Chief Mechanical Engineer may at his discretion, extend the date and time for submission of tenders.

43. In the event of any dispute arising out of the tender such dispute would be subject to the **jurisdiction of the Civil Court within the city of Chennai only.**

I/We have read and understood the above conditions and I/We confirm that I/We am/are agreeable to all the above conditions.

Date: \_\_\_\_\_

(SIGNATURE OF THE TENDERER)

OFFICE STAMP OF  
THE TENDERER.

DESIGNATION \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

TEL. NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

MOBILE NO. \_\_\_\_\_

**CHENNAI PORT TRUST**  
**MATERIALS MANAGEMENT DIVISION**  
**ANNEXURE – C**  
**E-Procurement Through Online**

**SPECIAL CONDITIONS**

1. Generic / brand offered to be against each item of the Tender.
2. Rate quoted shall remain firm for a period of 24 months from the date of award of contract.
3. The successful Tenderer will be required to supply the items at the rate quoted and agree during the extension of contract period, which will not be ordinarily more than three months.
4. The successful Tenderer will have to supply at the rates quoted any of the products entered into the contract as and when orders are placed during the period of 24 months from the date of award of contract and extended period if any.
5. The quantity shown against each items indicates only our approximate estimated requirement and orders will be placed for such products as and when required and in such quantities as required from time to time during the period of two year specified above, it is not binding on the trust to place order for full quantity.
6. Each order to be issued has to be complied in full within 30 days after the receipt of the same by the contractor or within such time as the contractor may otherwise specify in the quotation. In urgent cases contractor must assist us by supplying at least part of the requirement immediately.
7. Tenders should state invariably all the ingredients of the medicines. They should also send therapeutic index of the medicines, along with their quotations.
8. Tenderers must distinctly understand that they will not be allowed any increase over the rates quoted by them during the period of contract. The rate revision may be considered only in case of imposition of duty or increase in tax by Government either Central or State and only after necessary legal documentary evidence is produced by the firm in support thereof and without production of such documents, rate revision cannot be accepted. However, no supply of drugs/surgical items be stopped, the tenderer will be liable for risk purchase and penalty there under.
9. 100% payment may be made within 30 days from the acceptance for the materials after trial and inspection.
10. Items having expiry period of less than one year from the date of supply will not normally be accepted, the successful tenderer must guarantee in writing that such medicines, if not consumed before the date of expiry will be replaced with fresh stock at no cost.

11. If an adverse reaction of a particular item is experienced or published during the course of use, balance purchase of the same will be cancelled and the unused quantity already purchased will be returned to the supplier, who will have to offer a credit for equal amount already paid for it.
12. The supplier will have to make an arrangement to print or to put a rubber stamp, invariably, (of ink that may not be easily wiped out) of Chennai Port Trust on the carton/box as well as on the bottle and/or strip of medicines, wherever possible, which may be supplied under the rate contract. The rubber stamp or print of HOSPITAL SUPPLY AND NOT FOR SALE should be legible and conspicuous.
13. As a rule, medicines should be supplied to the hospital, giving maximum shelf life.
14. Product which has been in the market for at least two years may be preferred provide no action has been taken by the Drug Controller in this period. The tenderer should, therefore, invariably, state since when the offered products are in market.
15. All orders must be executed free of delivery charges against contract if awarded to them.
16. As regards labeling & packing, the provision of the **Tamilnadu Drug Act** & the rules do there under should be complied with. The following particulars should also be specified on the label and shall be printed.
  - a. Name of the Medicine
  - b. Name & Address of the Manufacturer
  - c. Name & Address of the repacker, if any
  - d. Net & Gross contents
  - e. The true formula or list of ingredients with weights and/or percentage. A distinction Batch No. & Date of Manufacturer, repacking & expiry, if any.
17. In case of supply of Drugs, Chemicals & Medicines, the Chief Medical Officer, Ch.P.T shall have the right to get the samples analyzed by the chemical analyzer in Ch.P.T. or other approved laboratory and if samples on analysis are not proved to be of the standard or up to the scheduled specifications, the tenderer will be required to bear the expenses incurred for getting the samples including the fee of analysis. On the tenderers failure to pay the said expenses when called upon, the Chairman, CH.P.T. Shall, without prejudice to this other rights, entitled to recover the same from the deposit paid by the tenderer.
18. The outstation firms should have distributors in Chennai with out which their Tender is likely to be rejected. The name and address of such distributors shall be provided here.
19. Firm should give reference-working standards along with Tender.
20. Chief Mechanical Engineer or his authorized representative has the right to inspect the factories of tenderers, before, accepting the rate quoted by them or before releasing any

order or at any point of time during the continuance of tender and also has the right to reject the tender or terminate / cancel the orders issued and or not to reorder, based on adverse reports brought out during such inspections.

21. Tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever.

**22. Essential Conditions:**

- a. Only manufacturer should quote.
- b. The price should be firm till the completion of contract and no upward revision in basic price will be accepted. Any claim for reimbursement for any increase in statutory levies will be considered only on production of documentary evidence for having paid such increase in the statutory levies. In the absence of production of such proof of payment no reimbursement will be made.
- c. The Tenderers who satisfy the eligibility criteria stated in the document only should quote.

We are agreeable to abide by all the above conditions.

SIGNATURE OF TENDERER

NAME IN FULL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

MEMORANDUM OF AGREEMENT made this.....day of .....

Between the Trustees of the Port of Chennai ( a body Corporate) under Major Port Trusts Act 1963 as amended from time to time hereinafter called the Board of the one part and M/s.....,herein after called the “Contractor” of the other part.

Whereas the Board is desirous of Purchasing certain goods or materials viz.,

..... and has drawn up a schedule of specifications Schedule A and Schedule of special conditions of supply – Schedule “B” and whereas the Contractor has agreed to supply the goods or materials referred to in Schedule “A” at the rates noted therein and subject to the Schedule of special conditions of contract Schedule “C” hereinafter referred to as ‘the said conditions and as Security for the due fulfillment of all conditions of this contract has Deposited with the Board a sum of Rs...../ Rupees..... Only) by Demand Draft/ Bankers’ Cheque towards security deposit.

Now it is hereby agreed to as follows:

1. In consideration of the sum to be paid at the time and in the manner set forth in said conditions the Contractor will upon and subject to the said conditions supply the goods or materials described in Schedule “A” with such variations as provided for in the said conditions.
2. The terms “Chief Mechanical Engineer” in the said conditions shall mean the officer appointed by the Board with the approval of Government to be in charge of the Board’s Materials Management Division.
3. The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by submit themselves to the conditions and stipulation and perform the agreement on their parts respectively.
4. i) The decision of the Chief Mechanical Engineer shall be final conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications designs drawings and instructions and as to the quality of workmanship or the materials used in manufacturing the materials ordered or any matter arising out of or relating to the specifications designs and drawing and instructions concerning the materials ordered. In no case shall the supply of the whole quantity or outstanding part quantity be stopped consequent on such a dispute arising and the supply shall be carried out by the contractor strictly in accordance with the instructions of the Chief Mechanical Engineer.

- ii) If the Contractor claims (a) a decision or the instructions of the Chief Mechanical Engineer is unjustified and that in pursuance of that claim he is entitled to insist upon the Chief Mechanical Engineer for acceptance of any rejections in supply (b) extra payment on account of statutory levies, extra freight excess quantities variation in freight and (c) For payment for damaged goods withheld he shall forthwith notify this to the Chief Mechanical Engineer to record his decision and the reasons therefore in writing and shall within two weeks stake his claim in writing to the Chief Mechanical Engineer.

The Chief Mechanical Engineer shall thereafter within four weeks of receipt of the claim reply to the points raised in the claim, unless resolved by negotiations or discussions immediately thereafter within a further four weeks the questions of liability for such payment will be treated as one of the disputes.

- iii) In the contract wherever there is discretion of exercise of will by the Chief Mechanical Engineer prior to or in the course of supply the mode or manner of exercise of discretion by the Chief Mechanical Engineer shall be final.
- iv) Wherever the Board or Chairman is given discretion to act under the Contract, the exercise of the discretion by the Board/Chairman, shall be final, conclusive and binding on all parties.

IN WITNESS WHEREOF THE PARTIES HEREIN TO SET THEIR hands and seals the date and year first above written.

The Common seal of the Board  
of Trustees of the Port of Chennai  
Represented by the Chairman were  
here unto Affixed and

Chief Mechanical Engineer  
CHENNAI PORT TRUST

The Signature is made on behalf of and  
by authority from the Chairman of the  
Board of Trustees Under Sec 34(i) of  
the Major Port Trusts Act 1963.

The Chief Mechanical Engineer has set  
his Hands here unto in the presence of

Signed and sealed by the Contractor  
In the presence of

**CONTRACTOR**

Witness (Name and Address)

- 1.
- 2.

WHEREAS M/s. \_\_\_\_\_

\_\_\_\_\_ with its Registered Office at \_\_\_\_\_

\_\_\_\_\_ Have approached the board of Trustees of the Port of Chennai (herein after called the Board) to exempt M/s. \_\_\_\_\_ (herein after called the Contractors) from the demand under the terms and conditions of the Agreement to be executed in pursuance of the terms and conditions of the letter of indent made by the Chennai Port Trust and the Contractor of security deposit of Rs. \_\_\_\_\_ for the \_\_\_\_\_ herein after called the said agreement and the due fulfillment thereof on production of Bank Guarantee encashable at Chennai \_\_\_\_\_ branch office.

Whereas the Board has agreed to accept a Bank Guarantee towards security deposit we, the \_\_\_\_\_ hereby unconditionally guarantee payment of the said amount of Rs. \_\_\_\_\_ to be paid without any demur to the Board by M/s. \_\_\_\_\_ Trust on a mere demand from the Board 12(a) and (b)

Notwithstanding what is stated herein above our liability under this guarantee shall not exceed Rs.

\_\_\_\_\_ (Rupees \_\_\_\_\_) at any time and no liability shall arise under this guarantee for claims made after \_\_\_\_\_ dated \_\_\_\_\_ at Chennai this \_\_\_\_\_ day of \_\_\_\_\_.

**ADVANCE STAMP RECEIPT**

**Received with thanks from the Chairman, Chennai Port Trust, Chennai- 600 001 for a sum of**  
Rs..... towards refund of EMD against e-Tender No.....  
opened on .....

**Station :**

**SIGNATURE WITH OFFICE SEAL**

**Date :**

**( duly affixing Re.1/- Revenue Stamp)**



**FORM – X**

**PROFORMA OF INTEGRITY PACT**

The tenderer shall submit Integrity Pact Agreement along with Cover I (to be executed on Rs.100/- non-judicial stamp paper with witnesses)

**GENERAL**

This pre-bid pre-contract Agreement (herein after called the Integrity Pact)

**BETWEEN**

Chennai Port Trust, represented by Chairman, Chennai Port Trust, Chennai hereinafter referred to as “THE PRINCIPAL” / “EMPLOYER”

**AND**

..... represented by  
Shri ..... hereinafter referred to as “The BIDDER / CONTRACTOR”.

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... (Name of the Contract / Project / Stores equipment / item). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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 PRINCIPAL/EMPLOYER to obtain the desired said stores / Equipment 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 / CONTRACTORS 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 PRINCIPAL/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 PRINCIPAL/EMPLOYER**

The PRINCIPAL/EMPLOYER undertakes that no official of the Principal/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 / CONTRACTOR, 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. The PRINCIPAL/EMPLOYER will, during the pre-contract stage, treat all BIDDERS / CONTRACTORS alike, and will provide to all BIDDERS / CONTRACTORS the same information and will not provide any such information to any particular BIDDER / CONTRACTOR which could afford an advantage to that particular BIDDER / CONTRACTOR in comparison to other BIDDER / CONTRACTOR and could obtain an advantage in relation to the tender process or the contract execution.

All the officials of the PRINCIPAL/EMPLOYER will report to the Chairman / Chief Vigilance Officer of Chennai Port Trust any attempted or completed breaches of the above commitments as well as any substantial, suspicion of such a breach.

If the PRINCIPAL/EMPLOYER obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code /

Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Commitments of the BIDDER / CONTRACTOR**

The Bidder / Contractor commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the post contract stage.

- i. The Bidder /Contractor will not enter with other Bidder/Contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- ii. The Bidder/Contractor will not commit any offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- iii. The Bidder / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/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.
- iv. The Bidder/Contractor further undertakes that it has not given , offered or promised to give directly or indirect any bribe, gift, consideration, reward, favour, any material or immaterial benefit or

any other advantage, commission, fees, brokerage or inducement to any official of the Principal/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 Principal for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Principal.

- v. The Bidder / Contractor of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- vi. Bidder / Contractors shall disclose the payments to be made by them to agents or any other intermediary, in connection with this bid/contract.
- vii. The Bidder / Contractor further confirms and declares to the Principal/ Employer that the Bidder / Contractor is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal/Employer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, 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.
- viii. The Bidder / Contractor, 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 Principal/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.
- ix. The Bidder / Contractor 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.

- x. The Bidder / Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- xi. The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal/Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- xii. The Bidder / Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- xiii. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- xiv. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Principal/Employer, or alternatively, if any relative of an officer of the Principal/Employer has financial interest / stake in the Bidder / Contractor's firm, the same shall be disclosed by the Bidder / Contractor 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.
- xv. The Bidder / Contractor 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 Principal/Employer

### **Previous Transgression**

The Bidder / Contractor 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 Enterprises in India or any Government Department in India that could justify Bidder / Contractor's exclusion from the tender process.

If the Bidder / Contractor makes incorrect statement on this subject, the Bidder / Contractor can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **Sanction for Violations**

Any breach of the aforesaid provisions by the Bidder / Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder / Contractor shall entitle the Principal / 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 / CONTRACTOR, However, the proceedings with the other BIDDER / CONTRACTOR (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 P PRINCIPAL/EMPLOYER and the PRINCIPAL/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 / CONTRACTOR.
- (iv) To recover all sums already paid by the PRINCIPAL/EMPLOYER, and in case of an Indian BIDDER / CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India , while in case of a BIDDER / CONTRACTOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER / CONTRACTOR from the PRINCIPAL/EMPLOYER in connection with any other contract for any other stores, 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 / CONTRACTOR, in order to

recover the payments, already made by the PRINCIPAL/EMPLOYER, along with interest.

- (vi) To cancel all or any other Contracts with the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR shall be liable to pay compensation for any loss or damage to the PRINCIPAL/EMPLOYER resulting from such cancellation/ rescission and the PRINCIPAL/EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER / CONTRACTOR.
- (vii) To debar the BIDDER / CONTRACTOR from participating in future bidding processes of the Principal for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL/EMPLOYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER/CONTRACTOR(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL/EMPLOYER with the BIDDER / CONTRACTOR, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL/EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- (xi) The Bidder / Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (xii) If the Bidder / Contractor can prove that he has restored /recouped the damage caused by him and has installed a suitable corruption prevention system, in such a case, it will be discretion of the Principal to revoke the exclusion prematurely.
- (xiii) The PRINCIPAL/EMPLOYER will be entitled to take all or any of the actions mentioned at Para (i) to (x) above of this Pact also on the Commission by the BIDDER / CONTRACTOR or any one employed by it or

- (xiv) acting on its behalf (whether with or without the knowledge of the BIDDER / CONTRACTOR), 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.
- (xv) The decision of the PRINCIPAL / EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER / CONTRACTOR shall be final and conclusive on the BIDDER / CONTRACTOR. However, the BIDDER / CONTRACTOR can approach the Independent Monitor (s) appointed for the purposes of this Pact.

### **Fall Clause**

The BIDDER / CONTRACTOR undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Govt. of India or PSU and if it is found at any stage that similar product / systems or subsystems was supplied by the BIDDER / CONTRACTOR to the Principal at a lower price, then that very price, with due allowance for elapsed tie, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER / CONTRACTOR to the PRINCIPAL / EMPLOYER, if the contract has already been concluded.

### **Independent Monitors**

The Principal/Employer has appointed Independent External Monitors (hereinafter referred to as Monitors) Shri.RAMABADRAN KRISHNAN, Ex-Director(HR) (Independent External Monitor)A-4, ALKAPURI, BHOPAL – 462024.MADHYA PRADESH Shri.M.SELVARAJ, Ex-Director(FIN.)(Independent External Monitor)FLAT NO.248, WING D-2, OM SHUBHKARMA CHS LTD.,KARMAKSHETRA, S.S.NAGAR, MUMBAI – 400 037 for this Pact in consultation with the Central Vigilance Commission.

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.



(c) Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

(d) 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 Principal and the Chief Vigilance Officer of Chennai Port Trust.

(e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR 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 / Contractor / Subcontractor(s) with confidentiality.

(f) The Principal / 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 Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.

(g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Chennai Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation.

(h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(j) The word 'Monitor' would include both singular and plural.

### **Facilitation of Investigation**

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

#### **Other Provisions**

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

#### **Law and Place of Jurisdiction**

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

#### **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.

#### **Validity**

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 PRINCIPAL and the Bidder / Contractor including warranty period

whichever is later. In case Bidder / Contractor is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chennai Port Trust.

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.

**Equal treatment of all Bidders / Contractors /Sub-Contractors**

a) The Bidder / Contractor undertake to demand from all sub- contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

b) The Principal will enter into agreements with identical conditions as this one with all Bidders / Contractors and Sub-Contractors.

c) The Principal will disqualify from the tender process all Bidder / Contractors who do not sign this pact or violate its provisions.

The parties hereby sign this Integrity Pact at on -----.

The Principal represented  
Chairman, Chennai Port Trust

BIDDER / CONTRACTOR by the

Name of the Officer

Name

Designation

Designation

Witness 1

Witness 1

Name & address

Name & address

Witness 2

Witness 2

Name & address

Name & address

Place:

Date:

### **Instructions for Online Bid Submission**

#### **Instructions to the Bidders to submit the bids online thro' the e Procurement site** **<https://eprocure.gov.in>**

- 1) Bidder should do the registration in the tender site using the “Click here to Enroll” option available.
- 2) Then the Digital Signature of SIFY/TCS/nCode or any Certifying Authority is to be registered after logging into the site
- 3) Bidder can use “My Space” area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
- 4) Bidder may read the tenders published in the site and download the required documents /tender schedules for the tenders he is interested.
- 5) Bidder then logs into the site using the secured log in by giving the user id/password chosen during registration and password of the DSC/etoken.
- 6) Only one DSC should be used for a bidder and should not be misused by others.
- 7) Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
- 8) If there are any clarifications, this may be obtained using clarifications . or during the pre-bid meeting. Bidder should take into account of the corrigendum’s published before submitting the bids online.
- 9) Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in required format. If there are more than one document , they can be clubbed together.
- 10) Bidder should prepare the EMD as specified in the tender.. The original should be posted / couriered /given in person to the specified location as per Tender Document , latest by the last date of bid submission.
- 11) Bidder selects the tender which he is interested using search option & then moves it to the my favorites folder.
- 12) From the my favorites folder, he selects the tender to view all the details indicated.
- 13) The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
- 14) The bidder has to select the payment option as offline to pay the EMD as applicable.
- 15) The details of the DD/any other accepted instrument , physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
- 16) The bidder has to enter the password of the DSC/etoken and the required bid documents have to be uploaded one by one as indicated.
- 17) The rates offered details have to be entered separately in a spread sheet file (xls) in the space allotted and should be updated as BOQ.xls file for each tender after the financial bid. The BOQ file, if found modified by the bidder , his bid will be rejected.

- 18) The tendering system will give a successful bid updation message & then a bid summary will be shown with the bid no. & the date & time of submission of the bid with all other relevant details. The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 19) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- 20) 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 date.
- 21) For any clarifications with the TIA, the bid number can be used as a reference.
- 22) Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
- 23) Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced by scanning at low resolution and the same can be uploaded. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 24) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the eProcurement system. The bidders should follow this time during bid submission.
- 25) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 26) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used Data storage encryption of sensitive fields is done.
- 27) Any documents that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 28) For any queries, the bidders are asked to contact by mail [cphp-nic@nic.in](mailto:cphp-nic@nic.in) or by phone 1-800-233-7315 well in advance



**CHENNAI PORT TRUST**  
**Materials Management Division**

**e-PROCUREMENT** – Tender is invited  
vide Tender  
No..**MEE/MS/T/e-82/17/MM**  
for the supply of 16 items of  
medicines For further details/  
corrigendum, if any Visit our  
website

[www.chennaiport.gov.in/](http://www.chennaiport.gov.in/)  
[www.eprocure.gov.in](http://www.eprocure.gov.in)

Chief Mechanical Engineer