



CHENNAI PORT AUTHORITY
चेननई बंदरगाह प्राधिकरण

MEDICAL DEPARTMENT

TENDER NO. : CMO/T/01/2023/H
BID SUBMISSION CLOSING DATE : 13/06/ 2023 AT 14.30 Hrs
TENDER OPENING DATE : 14/06/ 2023 AT 15:00 Hrs

EMD : Rs.13,400/-

Tenderers can down load the Tender Documents from Website free of cost

**TENDER FOR THE PURCHASE OF SURGICAL CONSUMABLES
FOR ONE YEAR**

THROUGH e-PROCUREMENT ON WEBSITE eprocure.gov.in

Chief Medical Officer

INDEX

Sl.No	Description	Page No.
1	Instructions for Online Bid Submission	3-4
2	Details of Tender	5
3	Covering Letter	6
4	Undertaking by Firm	7
5	General Rules And Directions	8 - 11
6	Schedule – A	12 - 15
7	Schedule – B	16 - 21
8	Schedule – C	22 – 23
9.	Memorandum of Agreement Format	24 - 25
10.	Annual Turnover Statement (Annexure I)	26
11	Advanced Stamped Receipt	27
12	Make in India - Local content Declaration & Self Certification (Annexure II)	28
13	Checklist	29

CHENNAI PORT AUTHORITY
MEDICAL DEPARTMENT

e-Procurement Through Online TENDER NO: CMO/T/01/2023/H

Instructions for Online Bid Submission Instructions to the Bidders to submit the bid 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/e-token.
- 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) 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.
- 9) Bidder should submit 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.
- 10) Bidder selects the tender which he is interested using search option & then moves it to the my favorites folder.
- 11) From the - my favorites folder, he selects the tender to view all the details indicated.
- 12) The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
- 13) The bidder has to select the payment option as offline to pay the EMD as applicable.
- 14) 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.
- 15) The bidder has to enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.
- 16) 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.
- 17) 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.
- 18) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- 19) 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.
- 20) For any clarifications with the TIA, the bid number can be used as a reference.
- 21) 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.
- 22) 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, if the file size is less than 1 MB the transaction uploading time will be very fast.

- 23) 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.
- 24) 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 be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 25) 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.
- 26) Any documents that are uploaded to the server are subjected to symmetric encryption using a generated symmetric key. Further, this key is subjected to asymmetric encryption using the buyer's public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 27) For any queries, the bidders are asked to contact by mail cphp-nic@nic.in or by phone 1-800- 233-7315 well in advance.



CHENNAI PORT AUTHORITY HOSPITAL
(FORMERLY CHENNAI PORT AUTHORITY HOSPITAL)
MEDICAL DEPARTMENT
Spring Haven Road, Chennai - 600 001

Online tenders through **e-procurement mode** are invited under Two cover system from the distributors/ manufacturer who are all satisfy the eligibility criteria for the supply of **SURGICAL CONSUMABLES FOR ONE YEAR** for Chennai Port Authority Hospital as per the details furnished below.

EMD (EARNEST MONEY DEPOSIT):- Rs.13,400/-

The bid security (EMD) may be accepted in the form of **Insurance Surety Bonds**, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in acceptable form, safeguarding the purchaser's interest in all respects.

Contract period: ONE YEAR

Minimum Qualification Criteria:

- (i) **Manufactures having distributors in Chennai (or) authorized distributor are only eligible to participate.**
(Please mention, whether the participant is Manufacturer or distributor. The distributor must produce the copy of authorization letter from the manufacturer)
- (ii) **Firm should have two years experience in Surgical field on similar type of contracts**
- (iii) **The supplier / stockist should be in Chennai.**
- (iv) **Annual Financial Report for 2 years -** Documentary proof such as copies of Financial standing through latest I.T.C.C/ Annual Report **CA certified Balance sheet and Profit and Loss Account**) of last 2 years i.e., 2020-21, 2021-22 shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – Techno-Commercial Bid.

The complete tender document can be downloaded from Chennai Port Authority website: [www.chennai port.gov.in](http://www.chennaiport.gov.in) under e-procurement portal. The scanned copy of i) the DD/ Banker's cheque shall be uploaded with the Tender document – Techno – Commercial bid while submitting the tender electronically in the e-procurement portal. The original financial instruments documents should reach the Chief Medical Officer's Office at Chennai Port Authority Hospital, 1st floor of Main Hospital latest by 1500 hrs on 13.06.2023 on submission of the **original documents** within the above period leads to disqualification of bids.

Downloading period of bid document: 20.05.2023 to 13.06.2023

Start date & time for online submission: 20.05.2023 at 10.00 a.m

Last date & time for online submission: 13.06.2023 at 2.30 p.m

Date & time of opening of bid: 13.06.2023 at 2.30 p.m

For details, visit our website www.chennaiport.gov.in & <https://eprocure.gov.in>

(Tender No: CMO/T/01/2023/H)

CHENNAI PORT AUTHORITY

CHENNAI PORT AUTHORITY HOSPITAL

e-Procurement Through Online
Covering Letter

Tender No. CMO/T/01/2023/H

Due on: _____

From:

To:

**Chief Medical Officer,
Chennai Port Authority Hospital
Spring Haven Road, (Opp. R.B.I)
Chennai – 600 001.
Tel.: 25312373, Fax: 25383376**

- 1) i) Tender / Bid shall be accepted through online mode and no manual submission shall be entertained.
 - (i) Tenderer is required to submit their tender through online in the form of Two Cover System on or before **due date of closing time 13.06.2023 at 14.30Hrs.** The tender received after the due date and time will not be entertained.
 - (ii) 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 **14.06.2023 at 15.00 Hrs.**

- 2) i) The amount of Earnest Money Deposit is **Rs.13,400/-**
 - ii) Tenderers can download the Tender Documents from Website. EMD is to be paid by Demand Draft or Banker's Cheque drawn in favour of "**Chairman, Chennai Port Authority**" payable at Chennai. The original Demand draft/ Banker's Cheque towards EMD (**in sealed cover super scribed as "EMD for Tender no. CMO/T/ 01/2023/H, TENDER FOR THE PURCHASE OF SURGICAL CONSUMBALES FOR ONE YEAR"**) is to be sent to The "**Chief Medical Officer, Chennai Port Authority Hospital, Spring Haven Road (Opp to R.B.I) Chennai-1**" so as to reach this office on or before the closing date and time.
 - iii) **Non-returnable sample for each item shall be submitted along with Cover-I before due date.**

- 3) Eligibility criteria as stated in the General Terms & Conditions of this document shall be followed strictly. Only those manufacturers/supplier/firms, who confirm to the eligibility criteria alone shall quote.

UNDERTAKING BY FIRM

1. Description of items including specification: **TENDER FOR THE PURCHASE OF SURGICAL CONSUMABLES FOR ONE YEAR** from the date of award of contract. (As per Schedule 'A' of tender document).
2. I/We engage to supply the Chennai Port Authority with the articles specified above upon the terms of the Chennai Port Authority Standard conditions.
3. I/We accept that the Chennai Port Authority reserves to itself the right to cancel the rate contract at anytime, upon failure to execute the first or any Purchase Order. I/We accept that this condition shall take precedence over other conditions of this tender.
4. The acceptance of the Tender by the C.M.O. shall constitute a binding contract between me/us and Chennai Port Authority.
5. Delivery Place: The Chief Medical Officer, Chennai Port Authority Hospital, Chennai –1.
6. **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. **Name of the Bank and Branch details**
 - b. **Account Number**
 - c. **MICR Number**
 - d. **Type of Account**
 - e. **CST / VAT /GST Number**
 - f. **PAN Number**
 - g. **MOBILE NUMBER.**
 - h. **IFS CODE**
 - i. **COPY OF THE FRONT PAGE OF PASS BOOK AND CANCELLED CHEQUE.**

Office Stamp of the Tenderer

Signature of Tenderer: _____

Designation: _____

Date: _____

**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 13.06.2023 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 **14.06.2023 at 15:00 Hrs.**
- v) No Pre-bid meeting will be held.
- 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 Tenderer should submit EMD in the form of Demand Draft or Bankers cheque drawn in favour of **"The Chairman, Chennai Port Authority"** payable at Chennai. **Failure to enclose the EMD in the COVER-I will result in the rejection of the offer** summarily and Cover – II will not be opened.
- ii) Tenderers can down load the Tender Documents from Website free of cost. Tenders not accompanied by the EMD will be summarily rejected.
- 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 Organization or the concerned Ministry or Department for the exemption of EMD shall send scanned copy in accordance with the Condition No.16 (a) and (b) of General Rules and Directions for the guidance of Tenderer.
- 3) **COVER – I DETAILS: TECHNICAL AND COMMERCIAL**

This shall contain the following

- (i) EMD - The bid security (EMD) may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee from any of the Commercial Banks or payment online in acceptable form, safeguarding the purchaser's interest in all respects.
- (ii) In case of firms registered with MSME/NSIC shall submit copy of Certificate for exemption of EMD.
- (iii) Documents required as per Pre-Qualification Criteria such as proof of manufacturer / dealer, executed purchase order copies, relevant invoice copies /acceptance report as per SCHEDULE – A of the Tender Document.
- (iv) Annual Financial Report for 2 years - Documentary proof such as copies of Financial standing through latest I.T.C.C/ Annual Report (**CA certified Balance sheet and Profit and Loss Account**) of last 2 years i.e., 2020-21, 2021-22 shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – Techno-Commercial Bid.
- (v) Detailed technical specifications may be quoted as per Schedule A

Note :The cover-I containing original documents for (i) & (ii) should be submitted physically before closing date of the tender addressed to The Chief Medical Officer, Chennai Port Authority, Spring Haven Road, Chennai-1.

4) **SAMPLE CLAUSE**

The samples/ Brochure/ detailed specification/ manual for the items quoted by the contractor to besubmitted at the time of submission of Cover I. Chennai Port Authority reserves the right to call for another sample at any stage on or before opening of the price bid.

5) **COVER – II DETAILS: PRICE BID (BOQ)**

Price Schedule

Price should be quoted in original Price Schedule (BOQ) in e-procurement portal only.

6) **EVALUATION PROCESS:**

A proposal shall be considered responsive if

- a. It is received by the proposed Due Date and Time.
 - b. The Tender document should be digitally signed by the tenderer in all pages with office seal and documents as required in the Tender document.
 - c. Contains Demand Draft / Bankers Cheque for EMD.
 - d. It contains information in formats specified in the Tender document.
 - e. It mentions the validity period as set out in the document.
 - f. 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 Authority without communication with the Qualified Applicant). The Port Authority reserves the right to determine whether the information has been provided in reasonable detail.
 - g. There are no significant inconsistencies between the proposal and the supporting documents.
 - h. The Technical qualification conforms to as specified in the eligibility criteria of General rules and directions for the guidance of the Tenderer.
 - i. The Tenderer shall ensure that his tendered rates are not mentioned in any accompaniments to this tender as submitted in the first cover referred to in Clause “A” above either directly or indirectly. Non- compliance of this condition will result in the Tender being rejected.
 - 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 Authority reserves the right to reject any Tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Authority in respect of such Tenders.
 - l. The Port Authority would have the right to review the Technical Qualification and seek clarifications wherever necessary.
 - m. Financial evaluation will be based on the base price of the Rate quoted by the supplier / vendor excluding GST. However, in case the supplier / vendor is registered under Composition Scheme of GST and ITC benefit is not available for Ch.P.A., then the evaluation will be made on the total price (i.e. Base price + Applicable GST) quoted by the bidder.
- 7) Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Medical Officer 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.
- 8) 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.
- 9) 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.

- 10) 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.
- 11) The bidders shall disclose any payments made or proposed to be made to any intermediaries (agent etc.) in connection with the bid.
- 12) 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.
- 13) 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. 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.
- 14)
 - a) The price quoted by the tenderer must be firm and should hold good at least for 180 days from the date of opening of the Tender.
 - b) The successful Tenderer has to produce original documents for verification before placement of order.

Security Deposit

- 15) 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 Medical Officer 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 / Insurance Surety Bonds, Bank Guarantee from any of the Commercial Bank / online payment in an acceptable form safe guarding the purchaser's interest in all respect
 - (ii) The deposits in any manner suggested above shall be to the extent of 5% 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. Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
 - (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.
 - (iv) The EMD of the successful tenderer will be refunded only after the remittance of security deposit in any manner as aforesaid. Alternatively, the successful tenderer shall when his tender is accepted, furnish security as specified after giving credit to the amount deposited by him as earnest money. 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, without any interest.
- 16) (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 Authority and as such firms who are registered as an approved supplier are required to submit Earnest Money Deposit to participate in this tender in accordance with clause No.2 above. No relaxation with regard to 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 E.M.D; provided a Photo copy of the Certificate from the registering authority is enclosed. 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/ similar 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.

- 17) Whereas a person whose tender has been received on behalf of the board intimates the Chief Medical Officer that he is withdrawing their tender/ not willing to abide by the terms of the Tender, or goes behind the clarification made before the Chief Medical Officer 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 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 Port Authority and the Contractor.

Sanction for Violations

- 18) 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) Security Deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL/EMPLOYER and the PRINCIPAL/EMPLOYER shall not be required to assign any reason therefore.
 - (iii) 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.
 - (iv) 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 Security Deposit 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.

- (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.
- 18) The cost of stamping agreement must be borne by the successful Tenderer.
 - 19) The Chief Medical Officer 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.
 - 20) Tenders will be opened on the next day at the Office of the Chief Medical Officer, Chennai Port Authority Hospital, Spring Haven Road, Chennai-600 001 after the closing time mentioned in the advertisement those who have furnished Bid Securing Declaration Form including those exempted.
 - 21) 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".
 - 22) 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.
 - 23) 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

-Sd-

19.05.2023

**CHIEF MEDICAL OFFICER i/c
CHENNAI PORT AUTHORITY**

CHENNAI PORT AUTHORITY
MEDICAL DEPARTMENT
SCHEDULE 'A'
SCHEDULE OF SPECIFICATION

S. No	Name of the Item	Specifications	SAP - Material Code no	Quantity	UoM	Quoted item complied with Port Authority Specifications Mention Yes (or) No
3	CHEMICALLY BOUND FORMALDEHYDE & GLUTERALDEHYDE DISINFECTANT CONCENTRATE (500ML, 5LTS)	100 gm contains Chemically bound formaldehyde = 11.2 gm, Gluter aldehyde = 5 gm, Bemzalkonium chloride = 5 gm, Alkyl Urea derivative = 3 gm, Packaging - 5 L can	3100007382	130		Yes /No
12	ADHESIVE PLASTER (7.5cm x 10mts)	7.5cm x 10mts, suited for all skin types & climatic conditions, easy release	3100001144	100		Yes /No
13	ANTISEPTIC LIQUID	Composition: CHLOROXYLENOL - 4.8 - 5%, TERPINEOL - 9%, DENATURED ALCOHOL - 13 - 18%, Packaging - 5 L Can	3100001199	10		Yes/ No
38	ELASTIC-ADHES-PLASTER- 10cm	10 cms, zincoxide BP 20% w/w Flesh Coloured, Fast edges, porus	3100001310	250		Yes /No
39	ELASTIC-ADHES-PLASTER - 8cm	8 cms, zincoxide BP 20% w/w Flesh Coloured, Fast edges, porus	3100001311	250		Yes/ No
50	HALF FILTERING MASK - N95 MASK	FFP2 Compliance or protection factor not less than 10, with nose clip	3100001424	2000		Yes/ No
51	HYDROGEN PEROXIDE 450ml	450 ml plastic bottle, 3-3.5% w/v Form - Clear liquid	3100001355	300		Yes/ No
58	LUGOL'S IODINE - 5% - 500 ML	Potassiu,m Iodide + elemental Iodine amber glass bottle 500 ml/ lab use	3100006073	10		Yes /No
60	NEBULISER MASK ADULT	Size - standard Adult size, Tube length - 2 m, Material - Medical grade PVC/ Silicon/ plastic, Mask - Soft, clear, rolled edges with nose bridge & adjustable elastic strings	3100001427	2000		Yes /No
62	OXYGEN CATHETER - NASAL - ADULT	Size - Adult, Non toxic medical grade PVC/ Silicone, Twin nasal tips, 2 meters kink resistant tubing, 5 mm diameter, ISO approved	3100001439	600		Yes /No
63	OXYGEN FACE MASK (ADULT)	Size - Adult, Non - disposable, tube length - 2 m, Material - Silicon/ plastic, Nebuliser jar - minimum 6 ml, soft, clear mask/ rolled edge with nose bridges/ adjustable elastic string	3100001440	600		Yes /No
65	PARRAFFIN GUAZE	7.5 x 7.5/ Absorbent gauze & vaseline EO sterilisation, high elasticity with easy handle CE/ ISO approved	3100002008	140		Yes /No
67	PLASTER OF PARIS ROLL - 10cm	Size - 10cmx2.7m, Colour - white, High cast strength & mouldability, box packing	3100001461	250		Yes /No
68	PLASTER OF PARIS ROLL - 15cm	Size - 15cmx2.7m, Colour - white, High cast strength & mouldability, box packing	3100001462	250		Yes /No
69	POVIDONE IODINE PAINT	Povidone Iodine USP 10% (1.0 % iodine available) 500 ml/ bottle pack	3100000612	60		Yes /No
70	POVIDONE IODINE SCRUB	500 ml bottle(plstic) Povidone Iodine 7.5% w/v, non-ionic -detergent base.	3100001465	50		Yes /No
78	SOFT SURGICAL PAPER TAPE 1.25CM X 9.1 MTS	Size- 1.25cmx9.1m, Colour - white, 3M, Hypoallergenic adhesive, sensitive and Fragile skin, thin, soft, flexible, box packing.	3100001503	100		Yes /No
79	SOFT SURGICAL PAPER TAPE 5 CM X 9.1 MTS	Size- 5cmx9.1m, Colour - white, 3M, Hypoallergenic adhesive, sensitive and Fragile skin, thin, soft, flexible, box packing.	3100001505	50		Yes /No
95	LINT 400 GMS	Absorbent Lint cloth, skin friendliness, high	3100001400	100		Yes /No

		absorbing & Resistant to tear			
97	ARTICAST 12.5 CM	Size - 12.5cm x 3.6M, colour - blue, pink, cream(White), fibreglass reinforced. Strong, durable and Highly comfortable, box packing	3100002032	20	Yes /No
98	ANAESTHETIC ETHER	Hydroquinone 0.002% w/v 500 ml Black glass bottle	3100001153	100	Yes /No
141	SOFT CAST PADDING 15 CM	Soft roll, Soft padding under hard plaster cast, latex free	3100001502	480	Yes /No
149	PROLENE MESH 15 X 15	Polypropylene non-absorbable synthetic surgical mesh; Sterile; Box pack	3100005679	5	Yes /No
150	PROLENE MESH 6 X 11	Polypropylene non-absorbable synthetic surgical mesh; Sterile; Box pack	3100001467	5	Yes /No
155	PROLENE MESH 4" X 6"	Polypropylene non-absorbable synthetic surgical mesh; Sterile; Box pack	3100007246	1	Yes /No

PRE QUALIFICATION CRITERIA.

The bidders are advised to note the minimum qualification criteria specified below to participate in the subject tender.

- (i) **Manufactures having distributors in Chennai (or) authorized distributor are only eligible to participate.**
(Please mention, whether the participant is Manufacturer or distributor. The distributor must produce the copy of authorization letter from the manufacturer)
- (ii) **Firm should have two years experience in Surgical field on similar type of contracts**
- (iii) **Annual Financial Report for 2 years -**
Documentary proof such as copies of Financial standing through latest I.T.C.C/ Annual Report (**CA certified Balance sheet and Profit and Loss Account**) of last 2 years i.e., 2020-21, 2021-22 shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – Techno-Commercial Bid.

Certificate of Registration, Tax Registration, Authorization letter from the manufactures (for having supplier /Stockist in Chennai) shall be submitted under document -Technical bid link through e-procurement mode. *The recommended Tenderer's original documents shall be produced for the Port officer's verification if called for.* The price bids of those firms who do not meet the eligibility criteria will not be opened.

NECESSARY PURCHASE ORDER COPIES ALONG WITH THE RELATED INVOICE COPIES / ACCEPTANCE REPORT FROM THE PURCHASER SHALL BE ENCLOSED ALONG WITH COVER I FOR HAVING EXECUTED THE SUPPLY.

OTHER TERMS & CONDITIONS:

1. Rate should be quoted on per Number basis.
2. The delivery period shall be 30 days from the date of purchase order.
3. Make/ Brand name of offer should be mentioned clearly without fail in Cover-I.
4. Technical Data Sheet shall be furnished in Cover-I.

-Sd-
19.05.2023

**CHIEF MEDICAL OFFICER i/c
CHENNAI PORT AUTHORITY**

CHENNAI PORT AUTHORITY

SCHEDULE – ‘B’

SPECIAL CONDITIONS OF TENDER AND SUPPLY

- 1)
- a. The Tenderers quoting for the surgical items should furnish the following certificate as applicable: ISO, GMP (wherever necessary).
 - b. The Tenderer will mention the technical specifications as per Industry Standards.
 - c. Late offers received will be rejected.
 - d. Rate must be quoted in Indian Currency. The unit of the material indicated in the tender should be altered and the rate should be for the said unit only.
 - e. The successful Tenderer will be required to supply the items at the rate quoted and agreed during the extension of contract period, which will not be ordinarily more than threemonths.

Taxes and Levies

- f. The Tenderer should possess GST Certificate issued by GST Department and the status of the GST Registration should be in active status.
- g. In such cases where GSTIN status is inactive/Cancelled/Dormant, the tenderer should get certified by their chartered Accountant/ Cost Accountant with UDIN that the GSTIN is Active and proof of latest GSTR-3B should be submitted along with the Tender Documents.
- h. Tenderers will examine the various provisions of the Central Goods & Services Tax Act- 2017 (CGST)/ Integrated Goods & Services Tax (IGST)/ Union Territory Goods and Services Tax (UGST) respective State's State Goods & Services Tax Act (SGST) also, as notified by Central/ State Government and as amended from time to time and applicable taxes before bidding.
- i. The rate quoted by the Contractor/ Supplier shall be inclusive of all Rates and Duties other than GST. Applicable GST will be paid by ChPA based on the Tax Invoice.
- j. The firm shall furnish the Tax Invoices as per GST Act/ Rules in the name of the Chennai Port Authority as per the GST Invoicing rules/ Provisions by mentioning the GSTIN of ChPA and indicating amounts of GST separately. The GSTIN of ChPA is 33AAALC0025B1Z9.
- k. The contractor firm shall remit the GST amount indicated in the invoice to the Government within the due dates and file the returns by mentioning the GSTIN of ChPA to enable ChPA to avail eligible Input Tax Credit (ITC).
- l. The contractor/ firm shall indemnify Chennai Port Authority from any loss of eligible ITC of GST paid by it to the Contractors/ Suppliers based on their tax invoices, due to non-payment of GST or Non-filing of GST returns by the contractor/ firm or non-compliance of GST Act/ provisions. The contractor/ firm shall remit such GST amount with applicable interest and penalties to the ChPA within 7 days from the date of intimation by the ChPA about non-availing of eligible ITC. ChPA also reserves its right to retain such GST amount with interest and penalties from the subsequent bills, Security deposit or any amount due to the contractor by ChPA.
- m. Applicable statutory recoveries including TDS & TCS under Income Tax, 1961 and GST_TDS Under GST provisions etc., will be deducted/ recovered while accounting for or making payment to the Contractor/ Supplier as per the applicable law and as amended from time to time.
- n. Bill amount along with GST shall be released for payment only if the GST amounts is reflected in the GST portal or if the tenderer/ supplier submits Tax Invoice and copy of the GSTR-1 filed showing the Invoice details.
- o. If the Tenderer/ supplier submits Tax Invoice and undertaking along with Tax Invoice duly indemnify Chennai Port Authority from any loss of eligible Input Tax Credit of GST due to non-payment of GST filing of GST Returns or non-compliance of GST Act/ Provision. Bill amount along with GST shall be paid. However,
 - If such Tenderer/ Supplier does not comply with GST Act, i.e., Filing of Returns/ Remittance of GST within stipulated date, the Port shall not release the subsequent Running Account bills:
 - In First & /final Bill passed cases, the Port will adjust the defaulted GST from security deposit/ any amount payable to them.
- p. In case of exemption/ Short recovery of TDS/ TCS u/s197 of Income Tax Act, 1961, necessary non-deduction/ Short Deduction certificate under ChPA PAN AAALC0025B shall be produced by the Tenderer from Income Tax Department before release of payment for the respective Financial Year.
- q. For the purpose of any Evaluation, GST/ Service tax/ VAT components of the work orders should not be considered.
- r. The tenderers should submit their Income Tax returns along with Trading and/ or Profit and Loss

Account Balance Sheet Certified by Chartered Accountant bearing the membership no of the Chartered Accountant where Tax Audit is applicable.

- s. In such cases where the Tax Audit is not applicable to the Tenderers, the tenderer may submit self-certified Trading and/ or profit and loss account and Balance Sheet along with the Income Tax Return copies filed with the Income Tax Department (ITR-3/ IT-4/ ITR-5) and turnover Certificate for the last 3 Financial Years duly certified by Chartered Accountant with UDIN and Membership No.

2. Bidders - Eligibility and Preferential Policies

A. Provisions of Public Procurement (Preference to Make in India) OM No. order OM No.P-45021/2/2017-PP(BE- II) dated 16.09.20

- i. The Provisions contained in Public Procurement (Preference to Make in India) Order 2017 as amended by OM No.P-45021/2/2017-PP(BE-11) dated 16.09.2020 further asamended from time to time if any, shall be applicable to this tender.
- ii. The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.
- iii. The minimum local content for Class I and Class II local suppliers shall be 50% and 20% respectively or as decided by the relevant Nodal Ministry for the item
- iv. Procurements where the estimate value is less than Rs.5.00 lakhs shall be exempted from this order.
- v. Verification of local content:
 - a. **For procurement value upto Rs.10.00 crores:** The Class I local supplier/ Class II local supplier at the time of tender, bidding or solicitation shall be obliged to indicate percentage of local content and provide Self-Certification (as per the format enclosed) that the item offered meets the local content requirement for Class I local supplier/ Class II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. **For procurement value above Rs.10.00 crores:** The Class I local supplier/Class II local supplier at the time of tender, bidding or solicitation shall be required to provide certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The Tenderer shall submit the Declaration as per Annexure I in the Technical Bid.

B. Restrictions under Rule 144 (xi) of General Financial Rules 2017 (order Public Procurement No.1) of DOE, Public Procurement Division, No.F.No.6/18/2019-PPD) dated 23.07.2020) and amendments / clarifications issued subsequently by DOE.

The provisions contained in Order (Public Procurement No.1 of DOE, Public Procurement Division No. F.No.6/18/2019 PPD) dated 23.07.20 and as amended /clarified from time to time shall be applicable to this tender.

- i) Any bidder from a country which shares a land border with India will be eligible to bid against the tender only if the bidder is registered with the Competent Authority specified in Annexure II of Order (Public Procurement No. 1) dated 23.07.2020.
- ii) "Bidder" (including the term tenderer, 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons or firms or

companies), every artificial juridical person falling in any of the descriptions of bidders stated herein before including any agency branch or office controlled by such person, participating in procurement process.

- iii) "Bidder from a country which shares a land border with India" for the purpose of this order means:
- a. An entity incorporated, established or registered in such country: or
 - b. A subsidiary of an entity incorporated, established or registered in such a country: or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country: or
 - d. An entity whose beneficial owner is situated in such a country: or
 - e. An Indian (or other) agent of such an entity: or
 - f. A natural person who is Citizen of such a country: or
 - g. A consortium or joint venture where any member of the consortium or jointventure falls under any of the above.
- iv) The beneficial owner for the purpose of (iii) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

 - a) "Controlling ownership interest" means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or Policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. [To be inserted in tenders for works contracts, including turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a Country which shares a land border with India; I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a Country, has been registered with the Competent Authority and will not sub-Contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Model Certificate for GeM:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfils all requirements in this regard and is eligible to be considered for procurement on GeM [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Tenderers shall submit Declaration as per Annexure II in their technical bid.

C. Support/ Preferential Treatment to Micro & Small Enterprises (MSEs):

In order to extend the benefits to Micro and Small Enterprises, as envisaged in the Public Procurement Policy 2012, the following conditions are incorporated for Procurement of materials including supply, installation & commissioning tenders and Annual Maintenance Contracts.

- a. "In the tender, participating Micro & Small Enterprises quoting price is within the price band of L1 +15% shall be allowed to supply portion of requirement by bringing down the price to L1 price in a situation where the L1 is from someone other than Micro & Small Enterprise and such MSEs shall be allowed to supply up to 25% of the total tendered value.
- b. Out of 25%, 4% shall be earmarked for procurement from MSEs owned by SC/ST Entrepreneur. Provided that in the event of failure of such MSE's to participate in the tender process or meet the tender requirements and L1 price, 4% sub-target for procurement earmarked for MSEs owned by SC/ST Entrepreneurs shall be met from other MSEs.
- c. A minimum of 3% Reservation for MSEs owned by women, shall be provided within the above mentioned 25% reservation.
- d. All MSEs shall submit a MSME/NSIC Certificate etc. indicating the category such as SC/ST/Women Entrepreneur etc., so as to avail the benefits".
- e. The above facility is applicable only where it is possible to split the quantity among the bidders.
- f. Kindly refer Annexure-III for list of items reserved for purchase from Small Scale Industrial units.

- 3) In the event of the award of contract, the consignment shall be booked in the name of Chief Medical Officer, Chennai Port Authority, Chennai – 600 009.
- 4) The basic prices quoted for the materials offered shall be firm and not subject to any variation at any stage till the completion of the Contract in all respects. This must be clearly stated in the Tender to avoid correspondence.
- 5) The goods offered shall conform to relevant BIS specification wherever applicable. It must be specifically confirmed in the tender whether the goods will be supplied with ISI mark or not.
- 6) Name of the manufacturer of the goods offered shall be specifically stated and the manufacturer's Test Certificate should accompany the supply
- 7) The time of delivery is important and the Port Authority's preferred delivery period is as indicated in Schedule - 'A'.
- 8) The supplier shall give a program of the proposed supply of the materials tendered during the total contract period and get it approved by the Chief Medical Officer. In case of Delay in the supply, the Chief Medical Officer shall issue to the supplier a memo in writing, pointing out the delay in the supply and calling upon the supplier to explain the cause for the delay within 3 days of the receipt of the memo. If the Chief Medical Officer is not satisfied with the explanation offered, he may forfeit the Security Deposit and or withhold payment of pending bills in whole or part. The supplier may appeal to the Port Authority's Chairman against the order of the Chief Medical Officer forfeiting the Security Deposit and withholding of bills within a week of the said order and the decision of the Chairman shall be final and binding on the supplier. If the Security Deposit or any part thereof is forfeited by an order of the Chief Medical Officer and such order becomes final, the supplier shall make good the Security deposit or part of such deposit so forfeited within a fortnight thereafter or such further time as the Chief Medical Officer may grant, failing which the Chief Medical Officer may Terminate the contract.
- 9) **TDS under GST**
 - i. Section 51 of CGST Act and 1st proviso to Section 20 of IGST Act make it obligatory for Ch.P.A to deduct TDS @2% on the "amounts paid to Vendor" or amounts credit to the account of the Vendor/Contractor".
 - ii. If the purchase is made from a vendor located in Tamil Nadu, then the TDS of 2% will be @1% under SGST and another 1% under CGST. If the purchase is made from a vendor located in a State/UT other than Tamil Nadu, then the TDS of 2% will be under IGST.
 - iii. This GST TDS is mandatory if the payments/ purchases are made for the contract value more than **Rs.2,50,000/-**. It does not depend on the individual invoice values, but it depends on the "**Value of contract**".
 - iv. Any Demand/ Interest/ Penalty etc., arising to Chennai Port due to non-compliance of statutory requirements with reference to Income Tax and GST Laws by the Contractor/ Suppliers/ Port Users shall be borne by the Contractor/ Suppliers/ Port users. The firm shall indemnify the Port against such non fulfilment of obligations.
- 10) **LIQUIDATED DAMAGES:** This clause is applicable
 - 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 Medical Officer, 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 Medical Officer, 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 Authority.
- 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 Port Authority 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.

INSPECTION & TESTING:

- 11) The supply shall be subject to inspection by the Chief Medical Officer or his representative at the Chennai Port Authority Surgical Stores or at the firm's works by Port Authority's Officer before dispatch and his decision as to the acceptance or rejection of any materials as not conforming to specification and or approved sample shall be final and binding on the tenderer. Such of the materials as are rejected shall be removed by the Tenderer at his own expense and replaced by fresh ones within a reasonable time.

ACCEPTANCE AND REJECTION OF TENDER:

- 12) The Ch.P.A 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.A further reserves the right to accept any tender in whole or in part at their option.

DELIVERY PERIOD

- 13) The tenderer is requested to supply the Goods within 30 days from the date of Purchase Order.
- 14) **The delivery must be made within the period mentioned in the purchase order with seal/sticker on the items "For Ch.P.A use" or "For Hospital Use".**
- 15) 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

- 16) The CMO, Chennai Port Authority reserves the right to order $\pm 25\%$ of the quantity awarded at the same rate for a period of three months beyond the period of contract.

PAYMENT

- 17) 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 materials 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.
- 18) Items having expiry period of less than one year, wherever applicable from the date of supply will not normally be accepted, the successful tenderer must guarantee in writing that such items if not consumed before the date of expiry will be replaced with fresh stock at no cost.

VALIDITY

- 19) Tenderer will keep his offer open for acceptance for a period of **180 days** from the due date of tender. The
- 20) 50% (Fifty percent) of the amount deposited by the Contractor as Security amount under the contract will be refunded after acceptance of the full quantity, the balance 50% being held as deposit until the completion of the Guarantee period specified in clause (7) above. If any defects in the goods are noticed during the guarantee period which in the opinion of the Chief Medical Officer are due to bad materials, defective workmanship, the contractor will be required to replace the goods free of cost to the Port Authority as the Chief Medical Officer deems necessary or in the event of the tenderer failing to do this within a reasonable time, the Chief Medical Officer may arrange for such repairs to be done and deduct the cost thereof from the amount that may have been spent in excess of the deposit or collect the cost thereof from the guaranteeing bank before discharging the Guarantee Bond without prejudice to the recovery of any amount that may have been spent in excess of the amount recoverable as per the guarantee bond directly from the Contractor.
- 21) It must be clearly understood that the price quoted in the tender are to include everything required to be done by the specification and the conditions of tender and supply for the proper completion of supply although special mention thereof may have been omitted in the specification.
- 22) In the case of tenderer proposing to furnish Bank Guarantee towards security deposit, the same shall be executed within thirty days from the date of execution of the agreement, failing which the contract is liable to be treated as null and void. The name of the Bank from whom the Bank Guarantee will be furnished may be indicated in the tender itself or immediately on receipt of the Tender acceptance letter to proceed further with the execution of Agreement. While furnishing the Bank Guarantee, it may be noted that such guarantee issued by any Nationalized/Scheduled Bank in Chennai City, enforceable and encashable at Chennai alone will be accepted. Any deviation to this will not be accepted under any circumstances.
- 23) Payment for the supplies made and accepted will be arranged only after the acceptance of Bank Guarantee Bond, however, the Chief Medical Officer at his discretion can arrange payment for supplies received and accepted, pending receipt of Bank Guarantee after deducting the sum equivalent to the Security Deposit from the firm's bill.
- 24) The Tenders should be complete in all respects so as to enable a decision being taken without calling for clarification on technical aspects or on terms and conditions. If the tenders are incomplete the offer is likely to be bypassed.
- 25) If the tenderer intends to deviate from the above terms of specification or schedule to any extent or to stipulate any special conditions of supply, he must clearly state them in the tender.

-Sd-

19.05.2023

**CHIEF MEDICAL OFFICER i/c
CHENNAI PORT AUTHORITY**

CHENNAI PORT AUTHORITY
SCHEDULE – ‘C’
GENERAL CONDITIONS OF CONTRACT

- 1) The goods or materials to be supplied by the contractor shall be of the quality or sort specified and in every respect equal and answerable to the patterns of samples sent with the tender and shall be subject to the approval of the Chief Medical Officer.
- 2) The goods or materials are to be delivered at specified place in the Port Authority's premises in Chennai or elsewhere in Chennai free of charges to the Board and at the Contractor's risk, in such quantities or numbers at such time and in such manner as the Chief Medical Officer shall from time to time order. The delivery of goods or materials must be completed within such period the period as may be laid down by the Chief Medical Officer. The Contractor shall be at liberty to apply to the Chief Medical Officer within the above period for the extension of time for compliance with an order and the Chief Medical Officer may at his discretion grant such extension as he may deem fit. The decision of the Chief Medical Officer on this point shall be binding on the Contractor.
- 3) Delivery of goods or materials will not be considered complete until such goods or materials have been inspected and passed at the place specified for delivery by the Chief Medical Officer.
- 4) Rejected goods or materials shall be removed by and at the expenses of the Contractor within seven days after notice shall have been given of the rejection. If not so taken away, the Chief Medical Officer may seize the goods or materials to be removed and charge the Contractor with all expenses incurred in such removal.
- 5) The Contract or any part share or interest in it shall not be transferred directly or indirectly to any person whomsoever without the written consent of the Board.
- 6) It shall be lawful for the Chief Medical Officer 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 Medical Officer 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 Medical Officer shall have right to deduct any such excess from the money due or belonging to the contractor with the Board.

- 7) In the event of the breach of any of the provisions of contract by the contractor, the Board shall have the right to terminate the contract summarily.
- 8) In the event of the Board terminating the Contract for breach by the Contractor of any of the provisions thereof the Contractor shall be liable for any loss suffered by the Board up to the time of the termination of the Contract and for any further loss which the Board may suffer during the remainder of the period originally Covered by the contract.

- 9) In the event of the death, insanity insolvency of the Contractor, the Board shall have the right to terminate the contract summarily and to purchase in the open market any goods or materials Covered by the Contract. In this case, the contractor shall not be liable for any excess in the price paid, such purchase over the contract price.
- 10) With every delivery of goods or materials under this contract invoices in duplicate shall be sent by the Contractor to the Receiving Officer who will retain the original copy with him and return the duplicate copy to the Contractor with the actual quantities weights and/or number duly acknowledged thereon after the goods or materials have been inspected and passed as per clause therein before mentioned.
- 11) It is agreed that should the amount of duty payable on any goods or materials under this contract be increased during the period of this contract whether such increase or decrease shall be on the Board's account and the Contract rate amended accordingly for all deliveries made by the Contractor under this contract from stock on which revised duty has actually been paid.

It is hereby further agreed that any increase or decrease in Port charges on any goods or materials or in taxation during the period of contract which shall affect any goods or materials to be supplied here under shall like wise produce on increase or decrease on the contract price of goods or materials affected thereby of which delivery is given on or after the date of the said increase or decrease.

- 12) Any notice to the Contractor shall deemed to be sufficiently served, if given or left in writing at his usual or latest known place of abode or business.
- 13) Upon the complete fulfillment of this Contract by the Contractor to the satisfaction of the Board the amount deposited by the Contractor, as security for the due fulfillment of this contract will be returned to him less the amount if any due by the contractor to the Board. If however, the security shall made up by a Guarantee Bond executed by a Bank, on behalf of the contractor it will shall discharged and returned to the Bank, after collecting amount if any due by the Contractor to the Board.
- 14) In these conditions unless there is something in the subject or context inconsistent there with words importing the singular shall include the plural and vice-versa words importing the masculine gender shall include the feminine and the words importing persons shall include bodies corporate.
- 15) The contract is liable for cancellation if either the contractor himself or any of his employees is found to be a person who has held a class-I post under the Board immediately before retirement and has, within two years of such retirement accepted without obtaining the previous permission of the Board or of the Chairman, as the case may be an employment as contractor for or in connection with the execution of public works, or as an employee of such contractor.
- 16) If any contract is terminated on account of failure of the contractor to comply with the above clause, the Board shall be entitled to recover from him such damages as may be determined by the Chief Medical Officer with due regards to the inconvenience caused to the Port Authority on account of such termination without prejudice to the Port Authority's right to proceed against such offence.

CONTRACTOR.

MEMORANDUM OF AGREEMENT

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.....,hereinafter 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 / has agreed to produce to the Board Bank Guarantees in the Boards' prescribed form for Rs _____/- (Rupees..... Only) from the

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 Medical Officer" 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.

1. i) The decision of the Chief Medical Officer 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 Medical Officer.

iii) If the Contractor claims (a) a decision or the instructions of the Chief Medical Officer is unjustified and that in pursuance of that claim he is entitled to insist upon the Chief Medical Officer 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 Medical Officer to record his decision and the reasons therefore in writing and shall within two weeks stake his claim in writing to the Chief Medical Officer.

The Chief Medical Officer 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.

iv) In the contract wherever there is discretion of exercise of will by the Chief Medical Officer prior to or in the course of supply the mode or manner of exercise of discretion by the Chief Medical Officer shall be final.

v) 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 Chairperson
here unto Affixed and

**Chief Medical Officer i/c
CHENNAI PORT AUTHORITY**

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.

Dr. (Smt). N.Padma

The Chief Medical Officer i/c has set
her Hands here unto in the
presence of

Signed and sealed by the Contractor
In the presence of Witness

CONTRACTOR

(Name and Address) 1.

2.

(Annexure I)

(Cover – I)
(Signed copy to be uploaded online)

ANNUAL TURNOVER STATEMENT

The Annual Turnover of M/s _____ for the last three years are given below and certified that the statement is true and correct.

S.No	Year	Turnover in Lakhs (Rs)
1.	2020 - 2021	
2.	2021 - 2022	
Total -		Rs. Lakhs

Date:

Signature of Auditor/

Seal:

Chartered Accountant
(Name in Capital)

Dy.CMO i/c SS

ACOS(M)

C.S.S i/c SS

FORM OF ADVANCE STAMPED RECEIPT**(Format for Refund of EMD)****ADVANCE STAMPED RECEIPT**

Received with thanks from the CHAIRMAN, Chennai Port Authority, Chennai – 600 001 for **Rs.13,400/-** (Rupees Thirteen thousand four hundred only) towards the refund of EMD amount remitted against “**TENDER FOR PURCHASE OF SURGICAL CONSUMABLES FOR A PERIOD OF ONE YEAR**”, vide Tender No. **CMO/T/ 01/2023/H**

Firm's Seal

Signature over Rs.1 Revenue Stamp
--

Note: The above specimen is to be reproduced in the Firm's Letter Head and submitted

Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020

(TO BE PROVIDED ON Rs.100/- NON- JUDICIAL STAMP PAPER)

I _____(Name of the Person(s),S/o _____at _____(Address), working as _____(Designation and name of the firm/Company/ partnership/ Joint venture), and I have been authorized to sign the Declaration / Self- Certification on behalf of firm / Company/partnership/ Joint venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content.

That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority.

The Details of the location(s) at which the local value addition is made

- i. Name and details of the Domestic manufacture
- ii. Date on which this certificate is issued
- iii. Product for which the certificate is produced
- iv. Percentage of local content.

Signed by me at _____on _____

Authorized signatory

(Name of the Firm entity)

COMMERCIAL - CHECK LIST

Name of the Firm: M/s.....

FIRM'S ASSURANCE LETTER

S. No	Terms & Conditions of the Port Authority	Firms Reply (Accepted / Not Accepted)
1	Tender Validity: 180 days from the date of opening of tender	Accepted / Not Accepted
2	EMD/ MSME Certificate submitted	Accepted / Not Accepted
3	The Chief Medical Officer, Chennai Port Authority reserves the right to order $\pm 25\%$ of the quantity awarded	Accepted / Not Accepted
4	Delivery period: Within 30 days from the date of purchase order	Accepted / Not Accepted
5	Goods will be delivered at Chennai Port Authority Hospital at free of cost.	Accepted / Not Accepted
6	Acceptance of Port Authority payment conditions i.e. 100% payment will be made by the Port Authority within 30 days after delivery of goods as per purchase order	Accepted / Not Accepted
7	GST for goods (if applicable) and % should be mentioned.	Accepted / Not Accepted
8	Price validity : ONE year from the date of award of contract and extended period if any which will not be ordinarily more than three months	Accepted / Not Accepted
9	To ensure that the quoted price is not higher than the price quoted in any Government or Private or Public Organization	Accepted / Not Accepted
10	The bidders shall ensure 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 bid.	Accepted / Not Accepted
11	The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents' etc.) in connection with the bid.	Accepted / Not Accepted
12	Mention whether Manufacturer or Distributor (if Manufacturer the name address of the supplier/ Stockist at Chennai should be mentioned) (If distributor authorisation letter from the manufacturer should be uploaded on e-procurement portal)	Manufacturer / Distributor
13	Firm should have experience in Surgical field on similar type contracts for the last two years (scanned copy of such as Delivery Challans, Agreement copy of similar contracts,) Certificate of Registration, Tax Registration should be uploaded	Accepted / Not Accepted
14	All Tender documents duly signed & sealed and scanned copies of the same should be uploaded through e-procurement portal.	Accepted / Not Accepted
15	Samples to be supplied while submitting Cover –I for such of those items quoted	Accepted / Not Accepted

Firm's Seal

Authorized Signatory

Dy.CMO i/c SS

ACOS(M)

C.S.S i/c SS