

TENDERS



CHENNAI PORT AUTHORITY Materials Management Division

e-Tender is invited for

1. Purchase of 116 items of Generic Medicines.
For further details/corrigendum, if any, Visit

www.chennaiport.gov.in

www.eprocure.gov.in

2. Purchase of Tongue Rails through GeM. For
further details/corrigendum, if any, Visit

www.chennaiport.gov.in

www.gem.gov.in

Chief Mechanical Engineer



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*Port
Par-excellence*

चेन्नै पत्तन प्राधिकरण
CHENNAI PORT AUTHORITY

प्रशासनिक कार्यालय :
ADMINISTRATIVE OFFICE :

नं.1, राजाजी सालै चेन्नै - 600 001.
No.1, Rajaji Salai, Chennai - 600 001.
Website : www.chennaiport.gov.in

MATERIALS MANAGEMENT DIVISION

TENDER NO. : MEE/T/MS/e-03/2023/MM
BID SUBMISSION CLOSING DATE : 11/04/2023 AT 14.30 Hrs
TENDER OPENING DATE : 12/04/2023 AT 15:00 Hrs
EMD (Bid Security) : Rs. 50,000/-

Pre bid meeting will be held on 30/ 03/ 2023 at 10.30 am. The bidders are requested to attend the pre bid meeting for clarifications about online bidding.

Tenderers can download the Tender Documents from Website free of cost

**TENDER for the
SUPPLY OF 116 ITEMS OF GENERIC MEDICINES
THROUGH e –PROCUREMENT ON WEBSITE
eprocure.gov.in**

Chief Mechanical Engineer

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CHENNAI PORT AUTHORITY
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT
ANNEXURE - A
Materials Management Division
e-Procurement Through Online

TENDER NO: MEE/T/MS/e-03/23/MM

DUE ON:11.04.2023

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 11/04/2023 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 **12/04/2023 at 15:00 Hrs.**
v) Pre-bid meeting will be held on **30/03/2023 at 10.30 Hrs** 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 Authority" payable at Chennai. The original financial single instrument towards EMD (**in sealed cover superscribed "EMD for Tender No. MEE/T/MS/e-03/23/MM SUPPLY OF 116 ITEMS OF GENERIC MEDICINES**) is to be sent to The Chief Mechanical Engineer, Materials Management Division, III floor, Chennai Port Authority, 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 / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee from any of the Commercial Bank / online payment for EMD (Bid Security).
- ii) In case of firms registered with MSME / NSIC shall submit copy of 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.
- iv) Local content declaration & Self declaration as per Annexure-I to be provided on Rs.100/- Non-Judicial stamp paper.
- v) Format of certificate for tenders for works under Rule 144(xi) in the General Financial Rules (GFRs) 2017 as per Annexure-II.

Note :The cover-I containing original documents for (i), (iv) & (v) should be submitted physically before closing date of the tender addressed to The Chief Mechanical Engineer, Materials Management Division, Chennai Port Authority, Rajaji Salai, Chennai-1.

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

Price Schedule.

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

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. 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. 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.
- j. 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.
- k. The Port Authority would have the right to review the Technical Qualification and seek clarifications wherever necessary.
- l. 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.T., then the evaluation will be made on the total price (i.e. Base price + Applicable GST) quoted by the bidder.
- 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.
- 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, annexure B and C 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.
- 9) 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.
- 10) The person whose tender or any portion of whose tender is accepted he must within 14 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 3% 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.

(ii) The deposits in any manner suggested above shall be to the extent of 3% 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.

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 Authority and as such firms who are registered as an approved supplier are required to submit a bid securing declaration form in lieu of Earnest Money Deposit to participate in this tender in accordance with clause No.2 above. No relaxation with regard to declaration in lieu 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 bid security declaration 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/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.

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 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 Authority 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 Authority.
- (ii) Tenderers should obtain Harbour Entry permit to gain entry into the Authority's premises, if necessary, by following the below procedure :
- 1) Free Harbour Entry Permit (HEP) is obtained through **ONLINE** only. Requisition for HEP should be sent well in advance to MM Division by a letter or email address: dmm@chennaiport.gov.in with details - i) Firm's Name ii) Mobile No., iii) e-mail address, iv) Purpose with Authority's Purchase Order v) HEP for No. of Persons/ Vehicles/ Drivers.
 - 2) On receipt of above details to dmm@chennaiport.gov.in, MM Division will process the request for Harbour Entry Permit. A message with link and Gate pass-id will be sent to your registered e-mail automatically. By using the link received, the requisite documents are to be scanned and uploaded duly entering the date of HEPs required with No. of persons/vehicles/ Drivers. After processing the request, approval message with a link will be sent again to firm's e-mail address from Traffic Manager (Pass Section).
 - 3) Again the link in your e-mail may be utilised for taking print-out copy of Harbour Entry permit with QR code for entering inside Harbour premises.
- 16) Tenders will be opened at the Office of the Materials Management Division, III Floor, Old Administrative Building (Annexe), Chennai Port Authority, Rajaji Salai, Chennai-600 001 immediately after the closing time mentioned in the advertisement those who have furnished Bid Securing Declaration Form 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 AUTHORITY**

CHENNAI PORT AUTHORITY
M&EE Department
MM division
Statement showing requirement of Medicines
Schedule 'A'
List of 116 Generic Medicines
E-Procurement through online

S.NO.	ITEM CODE	DESCRIPTION	UNIT	QUANTITY FOR 2 YEARS
1	000003	Acenocoumarol Tab/Cap 2mg	Nos	30,000
2	000015	Albendazole 400mg Tab/Cap	Nos	4,000
3	000049	Antacid Gel with Simethicone 170-200 ml	Nos	10,000
4	000055	Anti-Oxidant Poly Tab/Cap	Nos	1,50,000
5	000064	Atorvastatin Tab/Cap 10mg	Nos	15,00,000
6	000102	Calcium Carbonate 500mg (Organic Source) Tab/Cap.	Nos	5,00,000
7	000107	Calamine-Preparation Lotion 100ml	Nos	3,000
8	000129	Cefoperazone + Sulbactam Inj. 1gm Vial	Nos	5,000
9	000131	Ceftriaxone Inj. 1gm	Nos	6,000
10	000159	Ciprofloxacin Eye Drops 5ml 0.3% W/V	Nos	1,500
11	000168	Clobazam Tab/Cap 5mg	Nos	60,000
12	000169	Clobetasol Cream 0.5 W/W 15gm	Nos	5,000
13	000178	Clopidogrel Plain 75mg Tab/Cap	Nos	4,00,000
14	000184	Clotrimazole Lotion 1% W/V	Nos	2,500
15	000196	Cough Expectorant Symp. (Terbutaline Sulphate + Bromhexine HCL)	Nos	10,000
16	000228	Diltiazem Tab/Cap 30mg	Nos	85,000
17	000234	Diosmin / Micronized Flavanoid 500mg Tab/Cap	Nos	30,000
18	000239	Disodium Hydrogen Citrate Syrup	Nos	5,000
19	000243	Domperidone 10mg Tab/Cap	Nos	1,50,000
20	000263	Esomeprazole Tab/Cap 20mg	Nos	4,00,000
21	000273	Fenofibrate Tab/Cap 200mg	Nos	1,50,000
22	000274	Fexofenadine Tab/Cap 120mg	Nos	40,000
23	000283	Folic Acid 5mg Tab/Cap.	Nos	60,000

24	000292	Gabapentin Tab/Cap 300mg	Nos	1,00,000
25	000303	Glimepride Tab/Cap 1mg	Nos	14,00,000
26	000334	Hydroxyzine Tab/Cap 10mg	Nos	1,00,000
27	000345	Hydroxyzine Tab/Cap 25mg	Nos	1,00,000
28	000371	Indomethacin 25mg Tab/Cap	Nos	2,500
29	000384	Isosorbide Dinitrate Tab/Cap 10mg	Nos	1,50,000
30	000421	Lorazepam Tab/Cap 2mg	Nos	1,50,000
31	000423	Losartan Potassium Tab/Cap 25mg	Nos	8,00,000
32	000430	Mefenamic Acid 250mg + Dicyclomine Hcl 10mg Tab/Cap	Nos	15,000
33	000458	Metronidazole 400mg Tab/Cap	Nos	15,000
34	000513	Pantoprazole Inj. 40mg Single Dose Vial with Distilled Water	Nos	15,000
35	000514	Pantoprazole Tab/Cap 40mg	Nos	8,00,000
36	000523	Paracetamol Tab/Cap 650mg	Nos	1,50,000
37	000582	Protein Syrup	Nos	2,500
38	000614	Salbutamol MDI 100 MCG Metered Doses Inhaler	Nos	8,000
39	000619	Salmeterol 50mcg + Fluticasone Proportionate 100mcg Dry Powder Inhalation Cap (Rota Caps)	Nos	20,000
40	000620	Salmeterol 50mcg + Fluticasone Proportionate 250mcg Dry Powder Inhalation Cap (Rota Caps)	Nos	50,000
41	000648	Sodium Valproate Tab/Cap 300mg Chrono	Nos	30,000
42	000650	Spironolactone 25mg Tab/Cap	Nos	25,000
43	000676	Thyroxine Tab/Cap 50mcg	Nos	3,20,000
44	000680	Tizanidine Tab/Cap 2mg	Nos	20,000
45	000682	Tamsulosin Tab/Cap 0.4mg	Nos	2,00,000
46	000693	Trimetazidine Tab/Cap 20mg	Nos	4,00,000
47	000711	Vit. B Complex With C and Zinc – Tab/Cap	Nos	35,00,000
48	000918	Valsartan Tab/Cap 80mg.	Nos	1,00,000
49	000965	Hydroxy Chloroquine Sulphate 200mg Tab/Cap	Nos	60,000
50	000992	Oxcarbazepine Tab/Cap 150mg.	Nos	50,000

51	000995	Analog Insulin Mix – 50/50 Penfill 100 iu/ml 3ml	Nos	2,000
52	001016	Probiotic Tab/Cap	Nos	1,00,000
53	001018	Ursodeoxycholic Acid Tab/Cap 300mg	Nos	1,50,000
54	001019	Formoterol Fumarate –Budesonide 200 Inhaler Metered Dose Inhaler	Nos	1,500
55	001023	Carvedilol 3.125mg Tab/Cap	Nos	2,50,000
56	001063	Citicolin 500mg Tab/Cap	Nos	75,000
57	001072	Ornidazole 500mg+Ofloxacin 200mg Tab/Cap	Nos	20,000
58	001074	Voglibose 0.3mg Tab/Cap	Nos	8,00,000
59	001079	Analog Insulin Mix Lispro 25% + Protamine 75% Injection 100 iu/ml 3ml Cartridge/Penfill	Nos	8,000
60	001081	Biphasic Isophane Insulin Inj. 30/70 Penfill 100 iu /ml (3ml)	Nos	30,000
61	001082	Glargine 100 iu/ml (3ml) Penfill	Nos	5,000
62	001083	Sitagliptin 50mg + Metformin 500mg	Nos	4,00,000
63	001088	Levetiracetam 500mg Tab/Cap	Nos	2,00,000
64	001090	Zinc Chloride 1% + Cetrimide 1% + Tannic Acid 2% Gum Paint 15ml Pack	Nos	2,500
65	001091	Betamethasone Dipropionate + Salicylic Acid + Zinc Oxide Oint 15g Pack	Nos	4,000
66	001092	Carmellose Sodium 0.5% Eye Drops 5ml Pack (Carboxymethyl Cellulose Eye Drops)	Nos	10,000
67	001093	Rapid Acting Analogue Insulin Inj. 100iu/ml 3ml Penfill Aspart/ Lispro / Glulisine	Nos	5,000
68	001107	Olmesartan Tab/Cap 20mg	Nos	60,000
69	001109	Cilnidipine 10mg Tab/Cap	Nos	2,50,000
70	001114	Olapatadine HCL 0.1% Eye Drops 5ml	Nos	2,500
71	001116	Trimetazidine Er 35mg Tab/Cap	Nos	2,00,000
72	001117	Rosuvastatin 20mg Tab/Cap	Nos	1,00,000
73	001122	Febuxostat 40mg Tab/Cap	Nos	1,20,000
74	001123	N. Acetyl Cysteine (NAC) 600mg Tab/Cap	Nos	50,000
75	001125	Ketoanalogue + Essential amino acids Tab/Cap	Nos	1,00,000
76	001128	Letrazole 2.5mg Tab/Cap	Nos	20,000

77	001129	Bicalutamide 50mg Tab/Cap	Nos	5,000
78	001136	Fexofenidine 120mg + Montelukast 10mg Tab/Cap	Nos	30,000
79	001140	Escitalopram 10mg Tab/Cap	Nos	1,50,000
80	001141	Thyroxine 25mcg Tab/Cap	Nos	2,00,000
81	001145	Tadalafil 20mg Tab/Cap	Nos	15,000
82	001149	Inj. Erythropoietin 4000 iu Pre filled Syringe	Nos	3,000
83	001152	Glimepiride 1mg + Metformin 500mg Tab/Cap	Nos	2,50,000
84	001158	Piracetam Infusion 200mg / 60ml	Nos	2,000
85	001159	Iron Sucrose Inj. 100mg/5ml (20mg/ml)	Nos	3,000
86	001173	Citicoline Inj. 500 mg / 2 ml	Nos	2,000
87	001177	Capecitabine 500mg Tab/Cap	Nos	12,000
88	001193	Tacrolimus 1mg Tab/Cap	Nos	10,000
89	001204	Biphasic Isophane Human Insulin 30/70 40 iu /ml – 10ml vial	Nos	15,000
90	001237	Rifaximine 400mg Tab/Cap	Nos	15,000
91	001239	Brimonidine Tartarate 2mg/ml with Timolol Maleate Eye Drops 5mg/ 5ml Drops	Nos	1,200
92	001247	Omeprazole 20mg + Tinidazole 500mg + Amoxicillin 750mg Tab/Cap	Nos	5,000
93	001256	Eplerenone 25mg Tab/Cap	Nos	40,000
94	001258	Prasugrel 10mg Tab/Cap	Nos	30,000
95	001259	Pancreatin 10000 IU Tab/Cap	Nos	15,000
96	001260	Pancreatin 25000 IU Tab/Cap	Nos	10,000
97	001261	Indacaterol 110mg + Glycopyrronium 50mcg INH	Nos	8,000
98	001264	Artesunate Inj. 60mg Vial Single Dose	Nos	1,000
99	001266	Dabigatran 110mg	Nos	7,500
100	001268	Hydroxypropyl Methyl Cellulose Ophthalmic Solution USP PFS 2ml Each ml should 2% W/V sterile isotonic base	Nos	2,400
101	001299	Tab. Sacubitril 24 mg + Valsartan 26 mg	Nos	16,800
102	001364	Colloidal Silver Ointment 15gm tube for wound dressing	Nos	800
103	001365	Mometasone 50mcg Spray 10ml	Nos	1,000

104	001366	Oxymetazoline – Adult Nasal Drops 10ml	Nos	1,000
105	001367	Aceclofenac 100mg + Paracetamol 325mg + Chlorzoxazone 250mg	Nos	1,00,000
106	001370	Analog Insulin Mix Aspart 30% + Protamine 70% Penfill 100 iu /ml (3ml)	Nos	8,000
107	001371	Inj. Ketorolac 30mg/ml (1ml)	Nos	3,000
108	001372	Polymyxin B, Neomycin, Bacitracin (Hydrocortisone) Eye Ointment	Nos	500
109	001373	Prednisolone Acetate Eye Drops 10ml 1% W/V	Nos	6,000
110	001374	Tobramycin Eye Drops 0.3% 5ml (Pediatric)	Nos	600
111	001375	Fluro Methalone 0.1% + Tobramycin 0.3% Eye Drops 5ml	Nos	1,000
112	001376	Ciprofloxacin Eye Ointment 0.5% w/w 5gms	Nos	1,000
113	001377	Hypersol 0.5 Eye Drops 5% w/v 10ml	Nos	500
114	001378	Hypersol Eye Ointment 6% w/w 3gms.	Nos	200
115	001379	Polyethylene Glycol – 0.4% w/v + Propylene Glycol – 0.3% w/v Ophthalmic Solution 10ml	Nos	200
116	000714	Vitamin E 400 mg Tab/Cap	Nos	2,50,000

Pre-Qualification Criteria:

- The tenderer shall be a Manufacturer having valid Drug Manufacturing License / Loan License / Direct Importer holding valid Import License. Also manufacturers having 3rd Party License / Agreement with the Pharmaceutical Company having valid Drug License will be allowed to participate in the Tender. Tenderer should produce self attested copies of the valid licence / 3rd party agreement along with the Manufacturing License, GMP/COPP, NCC for the products quoted duly issued by the Licensing Authority.”
 - Tenderer should atleast have three years market standing as a manufacturer/ loan licenses for each product quoted in the tender as manufacturer/ loan licenses. In case of importer, their principle manufacturer should have three years market standing in India and the importer should have three years market standing in the pharmaceutical field. And also, the importer should have due authorization for the products quoted from the principle manufacturer.
- Distributors/Suppliers/Agents are **not eligible** to participate in the Tender.
- Tenderer should have a minimum turn over of **Rs.4 crores** per annum for the last three financial years for which a copy of certificate to be furnished in the format given in the Annexure duly certified by the statutory Auditor.

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 his own C&F Agents or Super Stockist in Chennai. If C&F Agents or Super Stockist’s name is changed by the tenderer, it should be approved by CMO so as to avoid non-supply of medicines.
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. Tender should not be submitted for the products for which the firm/company/loan licensee has been blacklisted by any other State Government/ Central Government/ Its products procurement Agencies due to quality failure and / or fraudulent/ illegal practice of the product supply.
10. 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.
11. If the successful tenderer is awarded the contract and fails to pay the Security Deposit within the stipulated time as per Tender Condition, action will be taken against the firm to disqualify from bidding any contract with Ch.P.A. for a period of three years.
12. If the successful tenderer fails to supply even one item of the order due to non-availability of raw materials or any other reason, the SD paid for that item will be forfeited and bad performance will be recorded, and also the additional expenditure incurred by Ch.P.A. in procuring such material will be recovered from the supplier from the money due belonging to the Ch.P.A. For two consecutive such bad performances that firm will be banned from bidding any contract with Ch.P.A. for a period of three years.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT AUTHORITY**

CHENNAI PORT AUTHORITY

ANNEXURE B

SPECIAL CONDITIONS OF TENDER AND SUPPLY.

“Tenderer should submit their tender through online with relevant documents duly filled in the enclosed checklist along with signed Annexure B”.

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 in percentage only.
- 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 with percentage only.
- c. The Contractor / Vendor /Supplier of goods or service or both shall quote the GSTIN of Chennai Port Authority 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 Authority (our GSTIN - 33AAALC0025B1Z9), by mentioning firm’s GSTIN and indicating the amount of GST with percentage separately.
- e. Applicable statutory recoveries including TDS under Income Tax, TDS under GST, etc. will be deducted / recovered while accounting for or making payments to the Contractor/ Supplier/Vendor as per applicable laws.
- f. Tenderer should furnish declaration for each item with HSN Code and confirm whether the quoted item is covered under Input Tax Credit (ITC) or not. In case of the supplied item / Services/ Contract is not eligible for Input Tax Credit, the GST amount claimed in your Invoice will not be withheld.
- g. The rate quoted by the Supplier/Vendor shall be inclusive of all Taxes and Duties other than GST. Applicable GST in percentage shall be mentioned under GST rate column. Even, if the bidder mention higher/lower rate of GST, applicable GST as per the GST Act/Provisions will be reimbursed to the firm by the ChPT against the Invoice.
- h. TDS U/s 194Q @0.1% will be deducted on the sale consideration of the goods at the time of credit or payment to the seller, wherever applicable. If PAN of seller is not provided to buyer, TDS @5% will be deducted.

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-I1) dated 16.09.2020 further as amended 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 joint venture 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 Authority, the identification of beneficial owner(s) shall include identification of the author of the Authority, the Authorityee, the beneficiaries with fifteen percent or more interest in the Authority and any other natural person exercising ultimate effective control over the Authority 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.
- 3) In the event of the award of contract, the consignment shall be booked in the name of Deputy Materials Manager(Depots), 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 supplier shall give a programme of the proposed supply of the materials tendered during the total contract period and get it approved by the Chief Mechanical Engineer. In case of Delay in the supply, the Chief Mechanical Engineer 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 Mechanical Engineer 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 Authority’s Chairman against

the order of the Chief Mechanical Engineer 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 Mechanical Engineer 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 Mechanical Engineer may grant, failing which the Chief Mechanical Engineer may Terminate the contract.

LIQUIDATED DAMAGES

6) 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 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 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.

11) TAXES AND DUTIES: 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.

- 12) Any download variation in GSTIN will be passed on to Ch.P.T
- 13) **SECURITY DEPOSIT** :The successful tenderer will pay Security Deposit (SD) at 3% 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 Authority" & 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.
- 14) **SAMPLE CLAUSE** :The Chennai Port Authority 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.
- 15) **DELIVERY PERIOD** :
- a. The tenderer is requested to supply the Medicines within 30 days from the date of Purchase Order.
 - b. The delivery period will commence from the date of the issue of Purchase Order and date of delivery will be calculated from that date.
- 16) **QUANTITY** : The CME, Chennai Port Authority reserves the right to order plus or minus 25% of the quantity ordered.
- 17) **PAYMENT TERMS** : 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.
- 18) **VALIDITY** : The tenderer will keep his offer open for acceptance for a period of **180 days** from the due date of tender.
- INSPECTION & TESTING** :
- 19) Inspection of material will be done at Ch.P.T premises unless otherwise stated in the Purchase Order / Acceptance letter.
- 20) 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.
- 21) 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.
 - 22) The Port Authority 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.
 - 23) 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 Authority 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.

ACCEPTANCE/REJECTION OF TENDER

- 24) 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

- 25) 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.
- 26) 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.
- 27) 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.

- 28) 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 Authority and the Contractor.
- 29) 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 Authority's premises if necessary.
- 30) 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.
- 31) 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.
- 32) 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.

- 40) 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.

41). 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 AUTHORITY
MATERIALS MANAGEMENT DIVISION
ANNEXURE – C

“Tenderer should submit Annexure -C duly signed ”.

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 Authority 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 Authority 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.
 - b. The Tenderers who satisfy the eligibility criteria stated in the document only should quote.
23. The Contractor shall be solely responsible for reporting to the Board and Police Departments, Security Force immediately regarding any serious or fatal accidents at any place belonging to the Board including premises leased by the Board

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 Board of Major Port Authority of the Chennai Port a body Corporate constituted under the Provisions of Major Port Authority Act 2021 and having its principal place of business at No.1, Rajaji Salai, Chennai 600 001 (hereinafter called “the Port”) 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 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.
1. 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 Major Port Authority of the Chennai Port
Represented by the Chairman were
here unto Affixed and

Chief Mechanical Engineer
CHENNAI PORT AUTHORITY

The Signature is made on behalf of and by authority from the Chairman of the Board of Authorities Under Sec 24(2) of the Major Port Authority Act 2021.

Shri.

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

Signed and sealed by the Contractor
In the presence of Witness (Name and Address)

CONTRACTOR

1.

2.

WHEREAS M/s. _____

_____ with its Registered Office at _____

_____ Have approached the Board of Major Port Authority of the Chennai Port (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 Authority 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. _____

Authority 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 _____

_____.

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 Authority, represented by Chairman, Chennai Port
Authority, 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 Authority 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
- xvi. A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
- xvii. In case of a joint venture, all the partners of the joint venture should

sign the Integrity pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

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 anyone 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 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.
- (xiv) 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 an Independent External Monitor (hereinafter referred to as Monitor)

1) Shri. Rakesh Anand,
16, Currie House, Mazagon Dock Officers Qtrs, Dockyard Road, Mumbai - 400010,
e-mail: ansem_2000@Yahoo.com.

2) Shri. Sudhir Kumar, IAS (Retd),
8022,ATS- One Hamlet, Sector-104,PO Maharshi Nagar, Noida-201304
e-mail: sukuag@hotmail.com

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 Authority.
- (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 Authority 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 Authority.

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
CONTRACTOR
by the Chairman, Chennai Port Authority

BIDDER /

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, if 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 be 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 cPPP-nic@nic.in or by phone 1-800-233-7315 well in advance

ANNEXURE-I

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
- ii. Product for which the certificate is produced
- iv. **Percentage of local content :** _____ % **(Kindly mention the percentage of the local content of the medicine quoted)**

Signed by me at _____ on _____

Authorized signatory
(Name of the Firm entity)

Annexure-II

Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017

To
(Name and address of Tender Inviting Authority)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

Dear Sir.

Ref: Your Tender No. _____ dated _____

I/We the undersigned, _____ (full name), do hereby declare, in my capacity as _____ of M/s. _____ (name of bidder entity), that:

1. I have read the Orders (Public Procurement No. 1,2 &3) dt 23rd July 2020 & 24th July 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rule (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India.

2. I/we certify that M/s. _____ (name of bidder entity)

a) **is not from such a country**, I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. OR,

b) **is from such a country** (strike out whichever is not applicable), and 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 is attached)

3. I / We the Bidder agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource any work and / or any part thereof to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained. I / we hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered and I/ We submit the proof of registration herewith

[Wherever applicable, evidence of valid registration by the Competent Authority shall be attached]

4. I understand that the submission of incorrect data and / or if certificate / declaration given by M/s. _____ (name of bidder / entity) found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFR's),2017.

5. This declaration cum undertaking is executed by us through our Authorized Signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1,2,3) dated 23rd and 24th July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order which shall have the same meaning for the purpose of this declaration cum undertaking.

Executed at _____ on this the _____ day of _____.

By Authorised Signatory

(Signature and Name)
Seal of the Bidder

- Note : Where applicable, evidence of valid registration by competent Authority shall be attached.

ANNUAL TURN OVER STATEMENT

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

Sl. No.	FINANCIAL YEAR	Turnover in Crores (Rs)
1.	2019 – 2020	
2.	2020 – 2021	
3.	2021 - 2022	
Total		- Rs. Crores

Date:

Signature of Auditor /

Seal:

Chartered Accountant

(Name in Capital)