



வ.உ.சி துறைமுக ஆணையம்
वी.ओ.सी पत्तन प्राधिकरण
V.O.C Port Authority

Global Connect

MEDICAL DEPARTMENT
TUTICORIN-628004.

www.vocport.gov.in

E-Tendering

Tender document for “Supply of 120 boxes of HBA1C Catridges (Afinion) [Each box containing 15 cartridges] at V.O.Chidambaranar Port Authority Hospital for a period of six Months under rate contract”.(extendable for a period of further 6 months)

TENDER NOTICE NO.MED-OFXOF-MED-SURGI-V1-17(32439)

THE CHIEF MEDICAL OFFICER

MEDICAL DEPARTMENT

V.O.CHIDAMBARANAR PORT AUTHORITY

TUTICORIN-628004.

PHONE NO.0461-2372713, 2372700

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**V.O.CHIDAMBARANAR PORT AUTHORITY
(MEDICAL DEPARTMENT)**

SECTION-I

**NOTICE INVITING TENDER(NIT)
ONLY THROUGH E-TENDERING MODE**

Electronic Tenders (Single Cover System) are invited by V.O.Chidambaranar Port Authority, Tuticorin from bidders as stipulated in this notice for the “Supply of 120 boxes of HBA1C Catridges (Afinion) [Each box containing 15 cartridges] at V.O.Chidambaranar Port Authority Hospital for a period of six months under rate contract”.(extendable for a period of further 6 months)

1	Tender No	MED-OFXOF-MED-SURGI-V1-17(32439)
2	Tender Type	Open Online Tender
3	Tender Inviting Authority	CHIEF MEDICAL OFFICER
4	Address	V.O.Chidambaranar Port Authority, Medical Department, Tuticorin-628004.
5	Contact details	Tel.off: 0461-2372700,2372711 Email: cmo@vocport.gov.in
6	Brief Work Description	“Supply of 120 boxes of HBA1C Catridges (Afinion) [Each box containing 15 cartridges] to V.O.Chidambaranar Port Authority Hospital for a period of six Months under rate contract”.
7	Estimated Value	Rs.3,00,840 Plus + Applicable GST .
8	Earnest Money Deposit(EMD)	Rs. 6050/-
9	Downloading of Bid document from VOCPA online e-tendering website.	From 04.10.2023 at 15 00hrs onwards www.vocport.gov.in or https://etenders.gov.in/eprocure/app
10	Downloading of Tender document end date and time.	26.10.2023 Upto 15.00hrs
11	Bid submission end date and time	26.10.2023 Upto 15.00hrs
12	Online Bid opening date and time	27.10.2023 at 15.30 hrs.
13	Bid Validity period	120 days from the date of opening the technical bid
14	Type of Bid	Single cover system

For further details, visit Port Website : www.vocport.gov.in

Note :

1	The Bidders are advised to read the Annexure (Terms and Conditions) carefully and submit their tender/bid strictly meeting with the requirements.
2	While E-tendering all the supporting documents have to be signed in each and every page serially numbered along with seal and shall be uploaded by the Bidders and the same will be downloaded by this port at the time of evaluation. No hardcopies need to be sent to the Port.
3	On submission of bid, if it is found deficient with reference to the requirements spelt out in the bid document, it will be summarily rejected, without assigning any reason.

CHIEF MEDICAL OFFICER

SECTION-II

INSTRUCTION TO TENDERER FOR “SUPPLY OF 120 BOXES OF HBA1C CATRIDGES (AFINION) AT V.O.CHIDAMBARANAR PORT AUTHORITY HOSPITAL FOR A PERIOD OF SIX MONTHS UNDER RATE CONTRACT”.(extendable for a period of 6 months)

1. VOCPA invites Tenders through online/e-tendering only.

(<https://etenders.gov.in/eprocure/app>)

2. <https://etenders.gov.in/eprocure/app> by clicking “Online Bidder Enrollment” option in order to obtain user-id and password at first and then to activate their respective user-id by using Digital signature certificate (Class III).

3. The Bidder shall on its own responsibility have to download and upload the bid document in the provided E-tender portal. The Bidder has to make his own arrangements to overcome the internet, electricity or other connectivity failures to complete the tender filling online at his own risk and cost during the period specified in the NIT and the Port will not be responsible for such failures or shall not be liable to extend or accept such delayed or incomplete tender, for reasons whatsoever.

4. The tender document need not be downloaded by the tenderers who had litigation against the VOCPA. If such tenderers submit the tender document downloaded from the website, the same will not be considered.

5. Tenders which are in any way incomplete will not be considered. The Port reserves the right to waive any formality thereof or to reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.

6. Eligibility Criteria:

(i) Valid licenses for distribution of products (in case of authorized Suppliers)

SECTION III

GENERAL INSTRUCTIONS AND CONDITIONS

1. EARNEST MONEY DEPOSIT (EMD):

In order to be considered for the bid, the Bidder shall make payment of Rupees Six Thousand and fifty only through RTGS/NEFT only to the account details of which are provided as below:

A	Name and address of the bank	Indian Overseas Bank, Harbour Branch, Tuticorin-628004.
B	Name of the branch	Harbour Branch
C	IFSC code	IOBA0000143
D	Account Number	014301000000001
E	Type of Account	Savings Account
F	Beneficiary's Name	FA & CAO, V.O.Chidambaranar Port Authority, Tuticorin

i) While submitting their bid, the bidder shall upload the scanned Unique Transaction Reference (UTR) number details or any other electronic transaction details in the **Annexure II** towards the successful remittance of the Earnest Money Deposit (EMD). The Earnest Money Deposit (EMD) remitted in any other form will not be considered and such tenders will be summarily rejected.

ii) The Earnest Money Deposit (EMD) furnished by all unsuccessful bidders will be returned through an e-payment system, after the expiry of the final tender validity period but not later than 30 (thirty) days after award of Contract or signing of the Contract Agreement, whichever is earlier. The Earnest Money

2. Performance Security:

I) The successful bidder shall deposit an amount equal to 3% of the accepted tender value as Performance Security in the form of irrevocable Bank Guarantee obtained from a Nationalized Bank or a Scheduled Bank having net worth of above Rs.100 crores having its branch at Tuticorin and encashable at Tuticorin in the form as per specimen in the **Annexure II** of the Bid document shall be in compliance for a digital confirmation for the Bank Guarantee and the same shall be sent along with a letter from the Bank directly to the Port within 15 days from the date of issue of letter of intent with a claim period of 90 days.

II) The successful bidder may deposit the Performance Security amount through E-payment in lieu of Bank Guarantee to the account details mentioned below.

A	Name and address of the bank	Indian Overseas Bank, Harbour Branch, Tuticorin-628004.
B	Name of the branch	Harbour Branch
C	IFSC code	IOBA0000143
D	Account Number	014301000000001
E	Type of Account	Savings Account
F	Beneficiary's Name	FA & CAO, V.O.Chidambaranar Port Authority, Tuticorin

However, the Port may relax the above time limit of 15 days and may extend for further period of 6 (six) days in extraordinary circumstances based on the reasons furnished by the bidder. If the Performance Security is not deposited within the stipulated period as prescribed, the Work Orders and cancelled automatically.

iii) In case the Port is obliged to make any recoveries on any account from the Performance Security Deposit of the Contractor either in part or full, shall be encased by the Port and the Contractor shall be obliged to make good the Performance Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the Contractor shall have to pay an interest of SBI base rate MCLR+ 2% per annum for the period of delay in making good the Performance Security Deposit.

1. Goods and Services Tax

- a. As per GST Act 2017, invoice in the prescribed format has to be issued by a supplier on or before the time when goods are removed for supply (where supply involves movement) on or before the time when delivery is received by the recipient (where movement of goods is not involved)
- b. As per Sec.16 of CGST Act, 2017 read with relevant Rules and Notifications, the supplier should ensure all the documents made available to the Port to enable ITC claim failing which such amount will be recovered from Bank Guarantee (BG)
- c. For any correction in invoice claimed, it shall be through Debit note/credit note/supplementary invoice only, as all the invoices are to be uploaded in the GSTN portal. All suppliers have to comply with the above provisions without any omission in respect of ongoing contracts. If the existing suppliers/contractors / professionals do not comply with the above provisions payment will not be released and Port will not be liable on any account to be aforesaid.
- d. TDS on GST as per provision of section 51 of CGST Act is applicable Under GST law where the value of contract exceeds Rs.2,50,000/-Excluding GST.

Any invoice issued under the GST law shall contain the following particulars as provided in Rule No.46/46A of the CGST rules 2017.

- a. Name, Address and GSTIN of the supplier
- b. Serial Number of the Invoice
- c. Date of issue
- d. Name, Address and GSTIN or UIN, if registered of the recipient.
- e. Name and Address of the recipient and address of the delivery along with the state and its pin code.
- f. HSN/SAC code for goods/services.
- g. Description of goods or services
- h. Quantity in case of goods or services or both
- i. Total value of supply of goods or services or both.
- j. Taxable Value of supply of goods or services or both taking into discount or abatement if any
- k. Rate of tax (Central Tax, State Tax, Integrated Tax (for interstate supply) union Territory or cess).
- l. Amount of tax charges in respect of taxation goods or services (Central Tax, state Tax, integrated tax)(for interstate supply) union Territory or cess).
- m. Place of supply along with the name of state in case of supply in the course of inter-state trade or consumables.
- n. Address of the delivery where the same is different from the place of supply

- o. Whether the Tax is payable on RCM basis and Signature or digital signature of the supplier or his authorized representative
- p. GST invoice shall be prepared in triplicate, in case of supply of goods in the following manner:
- i) The original copy being marked as 'ORIGINAL FOR RECIPIENT'
 - ii) The duplicate copy being marked as 'DUPLICATE FOR TRANSPORTER'
 - iii) The triplicate copy being marked as 'TRIPLICATE FOR SUPPLIER'

GST, if any applicable shall be paid to service provider only on submission of necessary proof of payment and after reflection of the same in GSTR-2A as eligible ITC(Input Tax Credit).

- 2. PACKING AND FORWARDING:** The actual rate of packing and forwarding and Freight Charges may be quoted in the offer along with the Rate per unit.
- 3. TRANSIT INSURANCE:** Transit Insurance will not be arranged by this Port. The stores may be duly insured by the suppliers at their own cost.
- 4. MODE OF DESPATCH:** Price should be quoted for delivery at V.O.C Port Authority. The stores may be well-packed to avoid damage in transit and dispatched by lorry or installed as the item may be to VOC Port Authority Hospital.
- 5. PAYMENT TERMS:** 100% Payment will be made after the goods are received in good condition and accepted by the consignee. Please note that this Port cannot make any advance payment to the suppliers. Hence, any advance payment clause will not be considered.
- 6. DELIVERY PERIOD AND L.D.CLAUSE:** The delivery period should be within 30days (maximum) from the receipt of this order. If the supplier fails to complete the supply in all respects within the deliveryperiod/extendeddeliveryperiodunless such failure is due to Standard Force Majeure, a sum equivalent to **1% per week** or part thereof for the period of delay for the value of materials supplied after expiry of delivery period, subject to a **maximum of 10%** of the order value as liquidated and ascertained damages and not by way of penalty shall be deducted from any money due or become due to the supplier.
- 7. VALIDITY OF OFFER:** The Tender submitted by the Tenderer should be in open for a minimum period of Four months from the date of opening of Tender and the Tenderer cannot amend, alter or revoke his tender in any way during this period.
- 8. GUARANTEE AND WARRANTY:** The period applicable shall be clearly indicated in the offer.
- 9. TEST CERTIFICATE:** Manufacturer's test Certificate shall be sent along with the material. Unless a guarantee is given along with the offer for the production of such certificate, the offer will not be considered.
- .
- 10. PROPRIETARY ITEMS:** If the stores offered are proprietary articles, please certify that the rates quoted are the same as you would quote for other Ports and Government Departments.
- 11. INSPECTION:** All supplies are subject to inspection before acceptance.
- GENUINENESS:** Incase, the stores supplied are found not suitable by the consignee, supplier may replace it at his own cost immediately.
- 12. Stores** should be supplied strictly in accordance with the particular sand specifications mentioned in the schedule and product description. The tenderer should specify the date by which he can guarantee delivery, in the tender.

13. In the event of failure to supply the stores within the period stipulated in the order or within the period agreed upon by the Port Authority, it will be lawful for the Port Authority to cancel the order and make purchase elsewhere and the supplier shall not have right to claim recompense there for.
14. If the Port Authority sustains any loss or damage whatsoever due to the breach of contract by the supplier under this contract, the Port Authority shall recover such loss or damage from any money including security Deposit due to the supplier from the Board either under this contract or under any other contract otherwise from the supplier.
15. The quantities indicated in the schedule are tentative and the right to modify the quantities specified there in is reserved. The descriptions/ Quantities are furnished so as to enable the tenderers to quote their rates accordingly. But neither the purchase could be invalid a tenderer the bidder can make any claim /compensation, whatsoever on account of any defect or description deficiency in the quantity mentioned in the tender notice.
16. No Fax Tenders will be accepted.
17. The Tenderer should submit the document proof for the GST and PAN along with the offer.
18. Payment will be made after completion of entire ordered quantity and no part payment will be made for the part supply at any costs.
19. The Tender evaluation committee will evaluate the Tender regarding various criteria and one such criteria is that the rate inclusive of transportation, packing and forwarding, insurance, and any incidental charges and any other taxes except GST shall be compared for determining the L1 rate (Lowest rate).
- The rates of the successful Tenderers would be valid for 6 months rate contract and can be extended by 6 months at the same terms and conditions of the contract at the discretion of VOCPA and subject to satisfactory performance of the contractor.
20. L1 is from a local supplier, the contract for full quantity will be awarded to L1. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to local suppliers quoted price falling within the margin of purchase preference.
- Note:** Margin of purchase preference shall be 20%
- In case such lowest eligible local supplier fails to match the L1 price, the next higher local supplier within the margin of purchase preferences shall be invited to match the L1 price for remaining quantity and soon. The item wise work will be awarded to the successful bidder for that particular item and the rate quoted by the successful bidder for those particular items is fixed during the whole contract period.
- The decision of this port shall be final in this regard.
21. The purchase orders under the Rate Contract shall be placed by the competent authorities of V.O. CHIDAMBARANAR PORT AUTHORITY.

Terms and Conditions

1. Price should be quoted in the 'Price bid' Annexure in the enclosed format excluding tax which shall be final. However, the percentage of CGST and SGST shall be separately indicated. C or D form will not be given.
2. F.O.R to V.O.Chidambaranar port Authority, Tuticorin.
3. You shall submit your bill of cost in TRIPLICATE, pre receipted and stamped affixed with a one rupee revenue stamp (if the bill of cost is above Rs.5000/-), to the CHIEF MEDICAL OFFICER, V.O.CHIDAMBARANAR PORT AUTHORITY, TUTICORIN 628004.
4. The consignee is THE CHIEF MEDICAL OFFICER, V.O.CHIDAMBARANAR PORT AUTHORITY, Harbour estate, Tuticorin 62004, Tamilnadu.
5. No Transit Insurance shall borne by the V.O.Chidambaranar Port Authority.
6. In case the store supplied by the firm are found not suitable by V.O.Chidambaranar Port Authority, the same shall be replaced by the firm at their own cost.
7. Deviation if any on the stores offered may be indicated clearly.
8. Payment will be normally made only after the goods are received by the V.O. Chidambaranar Port Authority Hospital, Tuticorin in good condition. Bank A/C no., Name of the bank, Branch, Bank code no., PAN no., GST no., should clearly be indicated in the bill. (For RTGS Payment)
9. The firm must supply products having long expiry date, i.e.at least 1 year or 80% of shelf life, at the time of supply. The firm must accept back products nearing expiry date, sent to them before three months of the due date of expiry and adjust the cost thereof in the next bill.
- 10.The supplier should ensure that they will supply the products within the stipulated period of 15 days from the issue of the purchase order.
11. When a purchase order is placed, the supply of products should be completed within a maximum of 60 days from the date of issue of purchase order.
12. If the supply is received after the supply period is over with the concurrence of CMO/VOCPA an additional of 1% of total value shall be charged per day beyond the extended supply period up to a maximum of 10% of total value of purchase order as penalty.
13. The contract shall be extendable for further period of 6 months at the discretion and satisfaction of VOCPA.

CHIEF MEDICAL OFFICER

DETAILS OF THE REQUIRED ITEM			
SL.NO	Name of the Items	SKU	Quantity
1.	HBA1C TEST CARTRIDGE (Each box contains 15 catridges - (AFINION)	Box	120

ANNEXURE I

PRICE BID

Sl. No.	Name of The Item	Unit	Quantity	Rate per Unit Including packing, forwarding and freight charges, incidental charges and all other taxes excluding GST	Total Cost without GST	*GST%	Total Cost With GST
1	2	3	4	5	6	7	8

Note: L1 will be declared based on price without GST

FORM OF BANK GUARANTEE

(For Performance Security)

In consideration of the Board of Authorities of V.O.Chidambaranar Port Authority (herein after called as "Port") represented by its....., having agreed to exempt...(hereinafter called "Contractor") from the demand, under the terms and conditions of Contract awarded with No.....on...made between the Board and the Contractor for "Supply of 120 boxes of HBA1C Catridges (afinion) at V.O.Chidambaranar Port Authority Hospital for a period of six months under rate contract" (Extendable for 6 month)(herein after called "Agreement") of performance security for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.....(Rupees only).

- a) We, (hereinafter referred to as the Bank) at the request of the Contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs...../-(Rupees.....only) against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach or non-performance by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.
3. We, the Banker of the Contractor do hereby undertake to pay the amounts due payable under this Guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this Guarantee shall be restricted to an amount not exceeding Rs. /- .
4. We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

5. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

6. This Bank Guarantee shall be valid unto ----- (“Period) We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the Period and that it would be taken for the performance of the said Agreement and that it shall continue to be in force till all the dues of the Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Port certified that the terms and condition of the said Agreement have been fully and properly carried out by the said Contractor's and accordingly discharges this Bank Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank Guarantee period we shall be discharged from all liability under this Guarantee there after provided further that the Bank shall at the request of the Port but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.

7. We, the Bank further agree the Port, that the Port shall have the fullest Liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said Contractor(s) or for any forbearance, act or omission on the part of the Port or any indulgence by the Port to the said Contractor(s) or by any such matter or thing what so ever which under the Law relating to sureties would but for this provision, have effect of so relieving us.

8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

9. We, the Bank hereby undertake not to revoke this Guarantee during its currency except with the previous consent of the Port in writing.

Dated the.....day of.....month of 20..... at.....

(In companies letter head)

To

Bid-Security Declaration

Chief Medical Officer,
V.O.Chidambaranar Port Authority, Tuticorin-628004

Sub: E-tender for the work "Supply of 120 boxes of HBA1C Catridges (afinion) At V.O.Chidambaranar Port Authority Hospital for a period of six months under rate contract"-Reg

Ref: NIT No.....

Sir,

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the V.O.Chidambaranar Port Authority for the period of time of 3 years starting on January 2022. If we are in breach of our obligation(s) under the bid conditions, because we:

- (ii) Have withdrawn our Bid during the period of bid validity specified in the NIT; or
- (iii) Having been notified of the acceptance of our Bid by the V.O.Chidambaranar Port Authority during the period of bid validity, (i) fail refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with ITB 38.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration

]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder] Dated on _____ day of _____ [insert date of signing] Corporate Seal
(where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid]