

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687745641865

अनुबंध तिथि | Generated Date : 19-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4653122](#)

अनुसूची नाम | Schedule Name: Schedule 15

संगठन विवरण   Organisation Details	
प्ररूप   Type :	Central Autonomous
मंत्रालय   Ministry :	Ministry of Ports, Shipping and Waterways
विभाग   Department :	NA
संगठन का नाम   Organisation Name :	Visakhapatnam Port Trust (VPT)
कार्यालय क्षेत्र   Office Zone:	Materials Management Division
खरीदार विवरण   Buyer Details	
पद   Designation :	DEPUTY CHIEF MEDICAL OFFICER
संपर्क नंबर   Contact No. :	-
ईमेल आईडी   Email ID :	ravisharma.83@vpt.shipping.gov.in
जीएसटीआईएन   GSTIN :	-
पता   Address :	SALIGRAMPURAM, VISAKHAPATNAM, Visakhapatnam, ANDHRA PRADESH-530035, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	
आईएफडी सहमति   IFD Concurrence :	No
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval:	DEPUTY CHAIRMAN
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval :	Sr DY FA&CAO
भुगतान प्राधिकरण विवरण   Paying Authority Details	
Role:	PAO
भुगतान का तरीका   Payment Mode:	Offline
पद   Designation :	SENIOR DEPUTY CHIEF ACCOUNTS OFFICER
ईमेल आईडी   Email ID :	fa.ssk.vpt@gov.in
जीएसटीआईएन   GSTIN :	37AAALV0035C1ZE
पता   Address:	AOB Building, 2ND Floor, Port Area, Visakhapatnam, Visakhapatnam, ANDHRA PRADESH-530035, India

विक्रेता विवरण   Seller Details	
जेम विक्रेता आईडी   GeM Seller ID :	ZKX2210003408260
कंपनी का नाम   Company Name :	VISAKHA PHARMACEUTICALS
संपर्क नंबर   Contact No. :	09848377520
ईमेल आईडी   Email ID :	bommluri.sarma@gmail.com
पता   Address :	17-1-32/2,RR PLAZA,OPP KGH INGATE BUSSTOP, Visakhapatnam, ANDHRA PRADESH-530002, -
एमआईआई स्थिति   MII Status :	True
एमएसएमई सत्यापित   MSME verified :	Yes
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-AP-10-0010369
एमएसएमई सामाजिक श्रेणी   MSE Social Category :	General
एमएसएमई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	37ADAPB0655M1ZP (R) , (M)

\*जिसके नाम के पक्ष में GST/TAX इनवाइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

वितरण निर्देश | Delivery Instructions : to supply 50% quantity within 60 days and the rest only on confirmation from us

उत्पाद विवरण   Product Details						
#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : CAP.FLAVONOIDS EXTRACT 500 mg ब्रांड   Brand : SUN PHARMA ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : BOQ (Q3) मॉडल   Model: एचएसएन कोड   HSN Code: 3004	6,000	NUMBERS	13.2	NA	79,200

## परोषिती विवरण | Consignee Detail

क्र.सं.   S.No	परोषिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By
1	पद   Designation :- ईमेल आईडी   Email ID : ravisharma.83@vpt.shipping.gov.in संपर्क   Contact :- जीएसटीआईएन   GSTIN :- पता   Address : SALIGRAMPURAM, VISAKHAPATNAM, Visakhapatnam, ANDHRA PRADESH-530035, India	CAP.FLAVONOIDS EXTRACT 500 mg	-	6,000	19-Jun-2024	18-Aug-2024

## विनिर्देश | Specification1

[विशिष्टता दस्तावेज़ | Specification Document](#)[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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## शुद्धिपत्र | Corrigendum

1. GeM-Bidding-Corr-6081517-1.pdf: [यहां क्लिक करें | click here](#)

## ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	3.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

## नियम और शर्तें | Terms and Conditions

## 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

## 2. Buyer Added Bid Specific Terms and Conditions-

## 2.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

## 2.2 Generic

Buyer reserves the right to postpone schedule of material supply after finalisation of order by 6 months without any additional cost implication.

## 2.3 Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

## 2.4 Generic

Experience Criteria: The Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central

/ State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

**2.5 Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

**2.6 Generic**

Staggered Delivery: The ordered items shall be supplied in a staggered manner. (

25

Quantity shall be supplied within

90

days of contract placement and thereafter

25

Quantity per Quarter)

**2.7 Generic**

The seller is required to print logo as per buyer's requirement.

**2.8 Forms of EMD and PBG:**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

VISAKHAAPATNAM PORT TRUST

Account No.

30387186900

IFSC Code

SBIN0001740

Bank Name

STATE BANK OF INDIA

Branch address

VISAKHAPATNAM PORT BRANCH

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

**2.9 Forms of EMD and PBG:**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

VISAKHAPATNAM PORT TRUST

Account No.

30387186900

IFSC Code

SBIN0001740

Bank Name

STATE BANK OF INDIA

Branch address

VISAKHAPATNAM PORT BRANCH

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

**2.10 Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**2.11 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

**\*\* THE DOSAGE OF SCHEDULE 38 DRUG READ AS BUDESONIDE RESPOULES 0.5 MCG\*\***

**ADDITIONAL TERMS & CONDITIONS**

**TENDER FOR THE SUPPLY OF DRUGS FOR PORT HOSPITAL FOR THE YEAR -2024**

**1. The firms must be willing to supply the ordered quantity of the drugs as per the delivery requirements of VPA. However, a period of two months from the date of receipt of PO shall be, generally, allowed for the delivery of the drugs.**

**Staggered Supply** The items which are released for supply on staggered delivery / installment basis, the supply is to be made according to only on receipt of a confirmation letter from CMO for supply of each installment.

**"Purchase orders will be placed on successful tenderers for respective items. However, if tenderer submits authorisation on any distributor/stockist for supply of their items; the order will be placed on their authorised distributor/stockist"**

**2. The EMD, submitted by the Tenderer for the items which they intend to quote in the Tender, should be deposited for 2%(Two percentage) of the quoted value and subject to a maximum of Rs.5,00,000/-. The EMD amount, Transaction fee or any other payments preferably be accepted only through RTGS / NEFT / Bank Transfer / UPI and other online payments. The details of bank account to which amount is to be transferred / deposited is fu**

finished below.

Account No. : 30387186900  
IFS Code : SBIN0001740  
Account Name : Visakhapatnam Port Trust  
Bank Name : State Bank of India  
Branch Name : Visakhapatnam Port Branch

The bidder shall upload the copy of the transaction details with the details of UTR Number along with technical bid, failing which the bid will be summarily rejected. The EMD of the unsuccessful tenderers will be refunded within 30 days from the date of finalization of tender.

The EMD paid by the successful tenderer shall be treated as a part of the Security Deposit which will be equal to 3% of Purchase Order value of the successful Tenderer.

3. The Tenderers who intend to quote for the total value of items whose value is less than Rupees Five lakhs need not submit any EMD (As per GeM general terms & conditions on GeM 4.0 version 1.19 S.No.4 xiii (m)). The submission of EMD arises only in case the total value of the items quoted by any tenderer exceeds Rupees Five lakhs.

4. Validity of the offers should be for minimum 120 days.

5. The successful tenderer should submit a SD amount of 3% of the order value. In case of failure to deposit the Security Deposit amount, the 3% amount will be deducted from the firm's supply bill and retained as Security Deposit until completion of the order.

6. The quantities indicated in the schedules are tentative and the C.M.O./V.P.A. reserves the right to modify the quantities specified therein.

7. The right of acceptance of a tender will be with the C.M.O./V.P.A who does not bind himself to accept the lowest tender and reserves the right/authority to reject any or all the tenders received without assigning any reasons. The right to accept the lowest or any tender or to divide the tender without assigning any reason is reserved by the purchaser.

8. Stocks should be supplied strictly in accordance with the quantities, specifications and delivery periods mentioned in the purchase order.

9. The Drugs received from the firm will be subjected to quality test by Government approved analytical- testing Laboratories for their quality as per Pharmacopoeia and other standards when required. Whenever a particular drug is declared as "Not of Standard Quality" (NSQ) by the above Laboratories, The NSQ product will be returned to the company and the amount including analytical expenses for that batch will be deducted from the company bills. No purchase orders will be placed for the blacklisted item of the firm during the rate contract (RC) period. If two items of any firm are of NSQ are blacklisted then the firm will be blacklisted for a minimum period of three years.

10. In case of any deviations or change of composition or molecule strength or needs correction to the trade names/ brand names: CMO / Purchaser has the complete authority to consider and accept the item or items or to reject.

11. Technical committee has the right to accept or reject the items or drugs of the company basing on technical criteria for evaluation: 1). Good patient response 2). Life saving drug 3). Preference for research molecule 4). Low acceptance of brand by VPT patients 5). Consultant's preference for the brand is poor.

12. The tenderer shall be responsible for the delivery of the items contracted for in good condition at Medical Stores, Golden Jubilee Hospital, Visakhapatnam Port Authority. The purchaser will, as soon as possible, but not later than 30 days of the date of arrival of stores at destination, notify the supplier of any loss, damage to the stores which may have occurred during the transit. No claim whatsoever either relating to transit damage or transit insurance from the supplier will be entertained by the purchaser.

13. In the event of the supplies being found defective in any manner and / or supplied in contravention of these conditions the Chief Medical Officer / Visakhapatnam Port Authorities reserves the right to reject such materials and also return the same to the supplier on 'FREIGHT TO-PAY BASIS' by the supplier. The CMO's decision shall be final and cannot be a subject matter of any arbitration.

14. Items must be supplied within the stipulated delivery period to avoid any liquidated damages for late delivery. Prior approval for extension of delivery should be obtained failing which the goods are likely to be rejected and returned at supplier's cost. The Liquidated damages will be levied at the rate of 1/2% per week subject to a maximum of 10%.

15. In case of failure to supply the items in terms of the purchase order by the due date or such mutually agreed extended date, the purchaser reserves the right to cancel the outstanding quantities against the order.

The value of the unsupplied items will be deducted from the manufacturer's SD amount subject to the maximum of SD amount. The value of the items to be deducted will be considered for confirmed quantities of purchase order and the rates thereon.

However, if the firm has made supplies 1). 70 % or more of confirmed quantities of listed items (brands) of purchase order or 2). 70 % or more of the purchase order value, and on satisfaction of any one of the two, the SD amount will be refunded without any deduction without applying the above mentioned condition in the second paragraph of S.No. 15 of this T& C.

16. The Items covered by the purchase order are subjected to inspection on receipt and the right to reject any or all the supplies which are found not according to description (composition) or otherwise defective or substandard in quality or otherwise found unsuitable, is reserved.

17. The successful Tenderer shall imprint/stamp the following on the ordered items "FOR VPA SUPPLY NOT FOR SALE" on all the strips / vials / ampoules/bottles/items with non-erasable ink. Otherwise, the decision of acceptance of the goods at CMO discretion.

18. The Tablets and Capsules etc. should be supplied in strips pack or as specified in the order, for the respective items.

19. The Drugs /chemicals/items supplied generally should have minimum One year expiry date (wherever feasible) from the date of supply. However, fresh stocks within 4 months from the date of manufacture are preferred.

20. Except where otherwise provided for, in case of any dispute or difference arising out of this contract (except the decision whereof is herein before expressly provided for as final) shall be referred to the Chairman, Visakhapatnam Port Authority or a person nominated by the Chairman for the first instance for a decision and in case of further dispute shall be referred to the Visakhapatnam Port Authority Board and its decision is final and binding on both the parties.

21. If the drugs are not manufactured by the tenderer, the original manufacturer details must be submitted. The tenderer can also offer generic drugs for the molecules listed in the open tender BOQ.

22. In case, any drug supplied by the tenderer remains unused / not consumed and left with expiry the same has to be collected by the supplier before one month of the expiry date on intimation and replace the same with fresh stocks of the same drug, or furnish a credit voucher for the equivalent amount in order to adjust the value against the fresh supplies. Amount equal to the value of the expired drugs of which are supplied with short expiry period of less than 6 months may be deducted from S.D/E.M.D/ future payments of present tender at the discretion of CMO.

23. Price Fall Clause:- In case, it is noted that any of the drugs have been supplied to other Government Organizations at prices / rates lower than those quoted to VPA, then the differential amount will be recovered from the firms bills or SD amounts with VPA.

24. The firms are requested to quote the supply of the drugs on "For Door delivery" basis at the Golden Jubilee Hospital, Medical Stores.

25. No Tender should be quoted for a product for which the company has been blacklisted either by VPA or any other state /Central Government organization.

26. All the above tender instructions are noted and all the tender conditions are accepted in toto without any deviation.

**Pre- Qualification Criteria**

1. The bidder shall have a minimum annual turnover of Rs. 22 lakhs for the last 3 years. The evidence of turn-over should be supported by a certificate .

2. The Tenderer has to produce the documentary proof i.e. Purchase order copies in support of supplies made to the Port sector / Central Government / P.S.U. / Corporate Hospitals with the performance certificate.

Chief Medical Officer

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.