

TERMS AND CONDITIONS

1.
 - a. In connection with the supply of Medicines/Surgical items, the incidental charges such as packaging, labeling and transporting should be borne by the firm.
 - b. The rate quoted will be for supplying the items to the Cochin Port Authority Hospital premises.
 - c. The benefits of lower rates under price control/discount offered to Govt. Institutions/Public Sector Undertakings/Drug Price Control Order may be extended to Cochin Port Authority, which is a statutory body under the Government of India.
2. The vendors for the supply of medicines should have valid WHO - GMP Certificate.
3. The rate quoted as per the contract will be valid for a period of 1 year i.e., 01.04.2024 to 31.03.2025.
4. Should accept back medicines nearing expiry date (before 3 months) & adjust the amount in the next bill/refund the amount.
5. Should supply to the CoPA hospital in good condition and up to the satisfaction of the Store Keeper at the expense of the supplier.
6. The company/vendor is required to supply the rate contract items within 21 days of receipt of purchase order.
7. All items should be stamped/printed/labeled as "***Cochin Port Authority Hospital Supply, Not for sale***", prominently. Such stickers may be provided to CoPA hospital to attach on insulin vials/cartridges etc. that are supplied in packs and sealed.
8. Items with more than 1 year expiry period should be supplied.
9. In case of multiple Firms offering same rate for same item in the tender, preference will be given to the Firm fulfilling the following desirable conditions in the order mentioned below;
 - Higher Market Standing
 - R&D facility available with the company

10. Payment Conditions

Payment for the medicines will be made within 30 days after the satisfactory receipt of medicines/materials with the bill in duplicate to the Medical Store, subject to the certification of Medical Officer in charge of Store, CoPA. The bill should be addressed to the Chief Medical Officer, CoPA. However, if payment of bill is delayed more than 30 days for any reason, the firm shall not be entitled for claiming interest.

Payments will only be made to the respective registered vendors with the Cochin Port Authority Hospital, through e-payment mode. So the following details should be furnished along with the invoice:

- a. Name of Registered vendor & Address
- b. Name of Bank
- c. Name of Branch
- d. Account Number
- e. IFSC Code
- f. Cancelled cheque (in original) of the supplier
- g. Copy of GST certificate and PAN card of the supplier
- h. e-mail address
- i. Telephone No. (2 Nos.)/Mobile (2 Nos.)
- j. Person to be contacted in case of any issue.

(.....contd)

11. In case any items are banned by the Government after its supply, the supplier should take back such items and refund the cost thereof/adjust in future bills.
12. After the acceptance of quotation, change of C & F Agent/Distributor will be allowed only with the permission of CMO.
13. The quantity in the price bid is an approximate estimation as of now, and is only an indication of the annual quantity requirement.
14. **Firms should quote the following details in the price bid correctly,**
 - i. **Brand name**
 - ii. **Packing (Number of tablets in 1 strip/Total ml in one bottle/Total unit or mg in 1 vial etc.)**
 - iii. **Unit price (i.e. Cost of 1 tablet, 1 ml, 1 mg, 1 Unit, etc.) excluding of GST.**
 - iv. **GST rate**

The Cochin Port Authority does not have any GST concessional forms, such as 'C' and 'D' forms

15. The rate contract will be valid for the period from April 2024 to March 2025.

16. **INTEGRITY PACT.**

- a. The Pharmaceutical/ Firms/Vendors shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the contract process so as to influence the contract process and have not committed any offence under the PC Act in connection with the bid.
- b. The Pharmaceutical/ Firms/Vendors shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

17. The Legal jurisdiction of this contract shall be Cochin City only.

18. Participating in this tender process will mean that you have read all the terms & conditions of the tender and have accepted it. Violation of any of the above terms and conditions will make the firm liable to be debarred from participating in future tenders of the Port Authorities.


CHIEF MEDICAL OFFICER(I/C)

Authorized Signatory of the Firm