



चेन्नै पोर्ट ट्रस्ट  
**CHENNAI PORT TRUST**

Website: [www.chennaiport.gov.in](http://www.chennaiport.gov.in)

**CHENNAI PORT TRUST HOSPITAL**

**TENDER NO. : CMO/T/1660/2017/H**  
**CLOSING DATE & TIME : 30.11.2017 at 14.30Hrs**  
**OPENING DATE & TIME : 01.12.2017 at 15.00Hrs**

**SPECIAL LIMITED TENDER FOR SUPPLY OF  
"Electronic Tourniquet- 1no with 5-years CAMC"**

**(TWO COVER SYSTEM)**

**e -PROCUREMENT ON WEBSITE [eprocure.gov.in](http://eprocure.gov.in)**

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## CHENNAI PORT TRUST HOSPITAL

### **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 for 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](mailto:cppp-nic@nic.in) or by phone 1-800-233-7315 well in advance.

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## CHENNAI PORT TRUST HOSPITAL

### e-Procurement Through Online Covering Letter

**Tender No.CMO/T/MS1/1660/16/H**

**Due on: 30.11.2017**

**From:**

**Chief Medical Officer,  
Chennai Port Trust Hospital,  
Spring Haven Road, (Opp. R.B.I)  
Chennai – 600 001.  
Tel.: 25312373, 25310448  
Fax: 25383376**

**To:**

- 1) Tender/Bid shall be accepted through online mode and no manual submission shall be entertained.
  - i) Tenderer is required to submit their tender through online in the form of Two Cover System on or before **due date of closing time 30.11.2017 at 14:30Hrs.** The tender received after the due date and time will not be entertained.
  - ii) Tender Document can be submitted online only in the designated two cover system on the e-tender website **eprocure.gov.in** on or before the due date. The time of opening of technical bid will be on **01.12.2017 at 15.00 Hrs.**
  - iii) Tenderers can download the Tender Documents from the Trust's Website **www.eprocure.gov.in** & [www.chennaiport.gov.in](http://www.chennaiport.gov.in).
- 2) Tenderer shall quote as per the specifications given in the Schedule -A.
- 3) Eligibility criteria as stated in the General Terms & Conditions and Special Conditions of this document shall be followed strictly. Only those manufacturers and authorised distributors, who confirm the eligibility criteria alone shall quote.

## **UNDERTAKING BY FIRM**

- 1) Description of items including specification: Supply of **"Electronic Tourniquet-1no with 5-years CAMC"** within 30 days from the date of issue of Purchase Order. (As per Schedule 'A' of tender document).
- 2) I/We engage to supply the equipment to the Chennai Port Trust and will provide minimum **warranty period and 5-years CAMC** as per the articles specified upon the terms of the Chennai Port Trust Standard conditions.
- 3) I/We accept that the Chennai Port Trust itself reserves the right to cancel the contract at any time, upon failure to execute the Purchase Order and fail to provide 5-years CAMC with warranty period. I/We accept that this condition shall take precedence over other conditions of this tender.
- 4) I/We accept provide 4 routine/preventive services in a year i.e. once in every 3 months and innumerable breakdown calls during CAMC period.
- 5) The acceptance of the Tender by the C.M.O. shall constitute a binding contract between me/us and Chennai Port Trust.
- 6) **Delivery Place:** The Chief Medical Officer, Spring Heaven Road, Chennai Port Trust Hospital, Chennai Port Trust, Chennai – 600 001.
- 7) **100% payment will be made within 30 days from the date of acceptance of supply or installation of the equipment. To make payment through ECS, furnish the following details:**
  - a. **Name of the Bank and Branch details**
  - b. **Account Number**
  - c. **MICR Number**
  - d. **Type of Account**
  - e. **GST Number**
  - f. **PAN Number**
  - g. **MOBILE NUMBER.**
  - h. **IFS CODE**
  - i. **COPY of the front page of Pass Book and Cancelled Cheque.**

Office Stamp of the Tenderer

Signature of Tenderer: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_

## CHENNAI PORT TRUST HOSPITAL

### **E-Procurement Through Online** **CONDITIONS OF TWO COVER SYSTEM**

1. Tender/Bid shall be accepted through online mode and no manual submission shall be entertained.
2. The Tenderer is required to submit his quotation in the form of **TWO-COVER SYSTEM** through online.
3. Criterion for the award of contract is the lowest substantially responsive Bid.
4. **Contents of COVER – I:**

**This shall contain scanned copy of the following.**

- a) A '**Check List**' for the items quoted in the format given in duly filled form should be uploaded.
- b) Specifications in **Schedule-A** duly filled-in shall be uploaded alongwith with the tender.
- c) **Catalogue** of the offered item shall be uploaded.
- d) **Local service center details** viz, contact person, address, phone no, e-mail ID etc
- e) Details of Spare parts covered and not covered under CAMC shall be furnished in a **separate sheet** and uploaded.
- f) Complete technical specification of items and commercial terms and conditions and documents relating to eligibility criteria of tender **except price**.
- g) A confirmation that the Tenderer will abide by all the Clauses of the Tender documents.
- h) The undertaking letter as required in the eligibility criteria of General Terms & Conditions of the document should be uploaded.
- i) The Tender document should be digitally signed by the tenderer in all pages with office seal.
- j) The Tenderer shall ensure that his tendered rates are not mentioned in any accompaniments to this tender as submitted in the first cover referred to in Clause "A" above either directly or indirectly. Non-compliance of this condition will result in the Tender being rejected.
- k) Copy of one supply order for the similar item made to other institutions with authorized signature from institutions may be submitted.
- l) Copies of firm's GSTIN registration and PAN No shall be submitted.

#### 6. **Cover-II: PRICE SCHEDULE(BOQ).**

Price of the Equipment and 5-years CAMC prices should be quoted in the original Price Schedule (BOQ).

## **7. EVALUATION PROCESS:**

A proposal shall be considered responsive, if it is received in Due Date and time.

- a) It is digitally signed.
  - b) It contains the information and documents as required in the Tender document.
  - c) It contains information in formats specified in the tender document.
  - d) It mentions the validity period as set out in the document.
  - e) It provides the information in reasonable detail ("Reasonable Detail" means that, for minor deviations, the information can be reviewed and evaluated by the Port Trust without communication with the Qualified Applicant). The Port Trust reserves the right to determine whether the information has been provided in reasonable detail.
  - f) There are no significant inconsistencies between the Proposal and the supporting documents.
  - g) The Technical qualification conforms to as specified in the eligibility criteria of General Terms & Conditions (Schedule-B).
  - h) 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 (1) which affects in any substantial way, 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.
  - i) The Port Trust 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 Trust in respect of such Tenders.
  - j) The Port Trust would have the right to review the Technical Qualification and seek clarifications where necessary.
  - k) The qualified firms have to display their equipment at CMO's office during the tender period whenever called for.
8. Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Medical Officer will examine and seek clarification if any and list out the firms, which are found technically suitable and cover-II – Price bid of such tenders only will be opened.
9. 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.
10. The Cover-II (Price Bid) of those technically qualified Tenderers alone shall be opened.
11. The rate quoted should be for a unit and given specification. The Tenderer is not **permitted to change / alter specification or unit size.**
12. The Telegraphic/Fax/E-mail offers will be treated as defective, invalid & rejected.
13. Only detailed complete offers received prior to closing time and date of the Tenders will be taken as valid.



14. 100% Payment will be made within 30 days from the date of acceptance of supply/ date of installation of the equipment. **To make payment through ECS, furnish the followings details, (a) MICR Number, (b) Name of the Bank and Branch details, (c) Account Number (d) Type of Account, (e) GSTIN Number, (f) PAN Number, (g) IFS Code, (h) Mobile Number, (i) Copy of front page of pass book and (j) Cancelled Cheque.**
15. 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.
16. 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.
17. The bidders shall disclose any payments made or proposed to be made to any intermediaries (agent etc.) in connection with the bid.
18. 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 MEDICAL OFFICER.  
CHENNAI PORT TRUST HOSPITAL**

CHENNAI PORT TRUST HOSPITAL

**SCHEDULE 'A'**

**E-Procurement Through Online**  
**SCHEDULE OF SPECIFICATION**

**Specifications and quantity required of "Electronic Tourniquet"**

<b>Sl. No</b>	<b>Description of item with Specifications</b>	<b>UOM</b>	<b>Quantity</b>	<b>Brand</b>	<b>Confirmation of Specifications YES/NO</b>
<b>I.</b>	<b>"Electronic Tourniquet-1 No with 5-years CAMC "</b>	No	1		
	1. Electronic Tourniquet with dual port & dual cuff with all sizes of cuff attachments.				
	2. Cuff size: 8 "/ 12 "/ 30".				

**Pre-qualification criteria.**

1. The Tenderers shall be the manufacturer or authorised distributors of the equipment.
2. The firm should give good service backup with service center in Chennai and all services & repairs should be done in Chennai only. Proof of local address, contact person, phone no. & e-mail ID etc., must be furnished.
3. The firm shall provide minimum warranty period and 5-years CAMC.
4. Tenderers should have experience in the field of supply of Medical/Surgical equipment.
  - (i) Proof of experience for the last 3 years.
  - (ii) Copy of necessary purchase order and invoice copies & acceptance report from the purchaser should be furnished in Cover –I for having executed similar order.
5. The Trust's delivery period is 30 days from the date of purchase order at Chennai Port Trust Hospital.
6. Certificate of Registration, Tax Registration, Authorization letter from the manufacturer if any, (for having supplier in Chennai) shall be submitted under document-Technical bid link through e-procurement mode. The recommended Tenderer's original documents shall be produced for the Port officer's verification if called for. The price bids of those firms who do not meet the eligibility criteria will not be opened.

**CHIEF MEDICAL OFFICER**  
**CHENNAI PORT TRUST HOSPITAL**

**CHENNAI PORT TRUST HOSPITAL**

**E-Procurement Through Online  
GENERAL TERMS AND CONDITIONS**

**“Tenderer should submit their tender through online with relevant documents duly filled in the enclosed checklist”.**

1. Tenderer should upload the **“Check List”** by dully filling the particulars in the Prescribed format as enclosed in the Tender document, otherwise your offer will not be considered.
2. The manufacturer or authorised distributers are eligible to participate in the tender. Copy of firm’s GST and PAN No shall be submitted.
3. The firm should give good service backup with service center in Chennai and all services & repairs should be done in Chennai only. Proof of local address, contact person, phone no. & e-mail ID etc., must be furnished.
4. Tender should not be submitted for the product/products for which the company has been blacklisted either by any State/Central Government’s organization/Public Sector Undertaking /Port Trust’s.
5. Offers received later than the specified date will be rejected.
6. Tenderer will state Maker’s name, brand, and country of manufacture of the item offered, if asked for. **Catalogue** of the equipment shall be uploaded.
7. Tenderer will offer exactly as per tender **specifications** mentioned. Specifications in Schedule- A shall be filled in and uploaded.
8. The Tenderer will mention technical specifications, as per Industry Standards.
9. Rate quoted should be inclusive of all charges for delivery at the given address.
10. Tenderer will also separately quote taxes, duties, freight and other charges in BOQ (Price Bid)
11. The Tenderer should quote a firm price in their offer without which their offer is likely to be ignored.
12. Tenderer shall furnish prevailing rate of taxes and duties, in order to enable him to claim variation in taxes and duties at a later date, to justify or substantiate its basis.
13. The goods shall be guaranteed for satisfactory performance for a minimum period of 1-year from the date of supply. A guarantee certificate to that effect should be sent along with the supply. If any defects in the goods are noticed during the guarantee period which is in the opinion of the Chief Medical Officer are due to bad materials, defective workmanship, the contractor should replace the goods at free of cost to the Trust as the Chief Medical Officer deems necessary.
14. The Tenderer shall furnish the CAMC details in **Cover-I**, for providing 5-years Comprehensive Annual Maintenance Contract after completion of warranty period.

15. The tenderer should mention tax details of equipment and service tax for CAMC, if applicable.
16. The firm should attend 4 routine/preventive services in a year i.e. once in every 3 months and innumerable breakdown calls during CAMC period.
17. Tenderer shall not furnish any ambiguous or vague information in the tender.
18. **TAXES AND LEVIES:**  
Rates of taxes/duties/levies etc., such as GST or Octroi payable on the item/equipment 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 GST, the tenderer will declare in the offer that they are registered under the **GST** Act. Full Tax has to be paid as Chennai Port Trust is not empowered to issue any 'C' Form or 'D' Form for concessional rates. Offers with GST/other taxes / charges extra without specifying rates are likely to be ignored.
19. Any downward variation in taxes/duties/levies such as MODVAT, GST etc., will be passed on to Ch.P.T.
20. In the case of successful Tenderer, EMD/SD or any payments towards the firm will be forfeited in the event of any breach whatsoever on the part of such Tenderer of any of the terms and conditions upon and subject to which the tenderer's offer shall be accepted by the Ch.P.T.
21. **VALIDITY :**  
The Tenderer will keep his offer open for acceptance for a period of **120 days** from the due date of tender.
22. **SAMPLE CLAUSE:**  
The Chennai Port Trust reserves the right to call the firm for display of the equipment at any time during the Technical scrutiny of the tender i.e before opening of the price bid.
23. **DELIVERY PERIOD:**
  - i) The tenderer is requested to supply the Goods within 30 days from the date of Purchase Order at free of cost.
  - ii) The delivery period will commence from the date of the issue of Purchase Order and date of delivery will be calculated from that date.
  - iii) Name of equipment, brand, Serial number and accessories if any shall be mentioned in the Delivery Challan.
24. **INSTALLATION & TRAINING**  
Installation of equipment & training of personnel shall be at free of cost.
25. **PAYMENT TERMS :**
  - i) The Contractor's bill for the supply of item shall be submitted in induplicate and will be passed for payment. The Contractor will be paid the amount due to him towards the supply of the Goods 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.

- ii) Details such as name of the equipment, brand, serial no. and accessories if any shall be clearly mentioned in the Bill.
- iii) The Port Trust reserves the right to inspect the equipment after delivery and installation of the equipment at the Chennai Port Trust Hospital premises, if found defective or at variance with the Goods supplied will be rejected.

26. **SECURITY DEPOSIT:**

The firms whose Tender or any portion of whose Tender is accepted, must within 10 days of receipt of notice of such acceptance or within such extended time as may be allowed, by the CHIEF MEDICAL OFFICER at his/her discretion, deposit a Security of 5% of the total value of the contract in any of the following manners:

Demand Draft may be drawn in favour of "The Chairman, Chennai Port Trust" from any Nationalised/Scheduled Bank issued by their branches at Chennai and encashable at Chennai.

27. **GUARANTEE BOND** shall be executed in the form hereto annexed, within 30 days from the date of issue of purchase order, failing which the Purchase order is liable to be treated as null and void.

28. The cost of stamping agreement must be borne by the successful Tenderer.

29. **LIQUIDATED DAMAGES :**

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 Medical Officer, the supplier shall pay or allow the Board a sum equivalent to 1% of the value of unfulfilled portion of the purchase order price per day, subject to a maximum of 10% of the value of the unfulfilled portion of the purchase order as Liquidated Damages/Late Delivery Charges.

**b) Where the delivery period is more than 4 weeks**

If the supplier fails to complete the supply in all respects within the period specified or within such extended period as may be allowed by Chief Medical Officer, the supplier shall pay or allow the Board a sum equivalent to 1/2% 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) 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 Trust.

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 Trust 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.

30. **ACCEPTANCE/REJECTION OF TENDER :**

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.

32. 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.

33. 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.

34. It shall be lawful in the event of following:

- i) Having delivered goods or materials not of the contracted quality.
- ii) Having failed to supply goods or materials within the time specified.
- iii) Having refused or being unable to supply goods or materials Covered by contracts either in whole or in part.

The Contractor shall be liable for any excess in the price paid for such purchase over the contract price and the Chief Medical Officer shall have right to deduct any such excess from the money due or belonging to the contractor with the Board.

35. At any time prior to the date of submission of Tender, Chief Medical Officer 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 Medical Officer may at his discretion, extend the date and time for submission of tenders.

36. 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 TRUST HOSPITAL

**E-Procurement Through Online  
SPECIAL CONDITIONS**

1. The rate shall be quoted in Indian rupee only, for a unit and as per the given specification. The basic rates, GST, octroi etc., should be specified clearly and the rates should be for free delivery at the Chennai Port Trust Hospital. The vague expression of Taxes & Duties extra, Packing and forwarding charges extra shall be avoided. The Trust is not eligible for 'C' or 'D' form for availing concessional rate of G.S.T.
2. The prices quoted for the items/materials offered shall be firm and not subject to any variation at any stage till the completion of the rate contract in all aspects. This must be clearly stated in the Tender to avoid correspondence.
3. The delivery must be made within the period mentioned in the **purchase order**.
4. 100% payment will be made within 30 days from the acceptance of the equipment/materials after installation, trial and inspection.
5. The firm should also quote their rate for Comprehensive Annual Maintenance Contract for 5 years, after completion of warranty period. ***"The CAMC quoted will be taken into consideration for evaluation along with the equipment cost."*** The tenderer should mention, what are the **parts covered and not covered** under CAMC in a separate sheet.
6. Any incomplete information on the pricing would be deemed as an incomplete Tender

**We are agreeable to abide by all the above conditions.**

**SIGNATURE OF TENDERER**

**NAME IN FULL:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**FORM OF MEMORANDUM OF AGREEMENT**

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_

Between the Trustees of the Port of Chennai ( a body Corporate) under Major Port Trusts Act 1963 as amended from time to time hereinafter called the Board of the one part and M/s \_\_\_\_\_, hereinafter called the "Supplier" 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 General conditions of supply – Schedule "B" and whereas the Supplier has agreed to supply the goods or materials referred to in Schedule "A" at the rates noted therein and subject to the Schedule of General conditions of contract Schedule "B" 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 Cash/ 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 Supplier will upon and subject to the said conditions supply the goods or materials described in Schedule "A" with such variations as provided for in the said conditions.
2. The terms "CHIEF MEDICAL OFFICER" in the said conditions shall mean the officer appointed by the Board with the approval of Government to be in charge of the Board's Stores Department.
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.
- h) The decision of the CHIEF MEDICAL OFFICER shall be final conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications designs drawings and instructions and as to the quality of workmanship or the materials used in manufacturing the materials ordered or any matter arising out of or relating to the specifications designs and drawing and instructions concerning the materials ordered. The above shall not be a subject for arbitration and 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 supplier strictly in accordance with the instructions of the CHIEF MEDICAL OFFICER.



- ii). If the Supplier claims (a) a decision or the instructions of the CHIEF MEDICAL OFFICER is unjustified and that in pursuance of that claim he is entitled to insist upon the CHIEF MEDICAL OFFICER for acceptance of any rejections in supply (b) extra payment on account of statutory levies, extra freight excess quantities variation in freight and (c) For payment for damaged goods withheld he shall forthwith notify this to the CHIEF MEDICAL OFFICER to record his decision and the reasons therefor in writing and shall within two weeks stake his claim in writing to the CHIEF MEDICAL OFFICER.

The CHIEF MEDICAL OFFICER shall thereafter within four weeks of receipt of the claim reply to the points raised in the claim, unless resolved by negotiations or discussions immediately thereafter within a further four weeks the questions of liability for such payment will be treated as one of the disputes.

- iii). In the contract wherever there is discretion of exercise of will by the CHIEF MEDICAL OFFICER prior to or in the course of supply the mode or manner of exercise of discretion shall not be subject matter for arbitration.
- iv). Any litigation arising out of this agreement shall only be challenged within the jurisdiction of Hon'ble High Court of Madras.

IN WITNESS WHEREOF THE PARTIES HEREIN TO SET THEIR hands and seals  
the date and year first above written.

**Chief Medical Officer  
Chennai Port Trust**

The Common seal of the Board  
Of Trustees of the Port of Chennai  
Represented by the Chairman were here unto  
Affixed and the Signature is made on behalf of and by  
authority from the Chairman of the Board of Trustees  
Under Sec 34(i) of the Major Port Trusts Act 1963.

The Chief Medical Officer  
has set his Hands here unto  
in the presence of

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

SUPPLIER

1.

## COMMERCIAL - CHECK LIST

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

### FIRM'S ASSURANCE LETTER

Sl. No	Terms & Conditions of the Trust	Firms Reply ( Accepted <b>OR</b> Not Accepted )
<b>1</b>	<b>Tender Validity: 120 days from the date of opening of tender</b>	
<b>2</b>	<b>Delivery period: Within 30 days from the date of purchase order</b>	
<b>3</b>	<b>Equipment delivery at Chennai Port Trust Hospital on free of cost.</b>	
<b>4</b>	<b>Warranty period for the equipment (No. of Years)</b>	
<b>5</b>	<b>Warranty certificate shall be furnished alongwith supply</b>	
<b>6</b>	<b>Details of spare parts covered and not covered under CAMC</b>	
<b>7</b>	<b>Details of service center in Chennai i. e. Proof of local address, contact person, phone no. &amp; e-mail ID etc.</b>	
<b>8</b>	<b>Acceptance of Trust payment conditions i.e. 100% payment will be made by the Trust within 30 days after delivery, installation and trial.</b>	
<b>9</b>	<b>GST for goods and Service tax for CAMC % (if applicable) should be mentioned.</b>	
<b>10</b>	<b>Mention whether Manufacturer or Distributor</b>	
<b>11</b>	<b>To ensure that the quoted price is not higher than the price quoted in any Government or Private or Public Organization</b>	
<b>12</b>	<b>The bidders shall ensure that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with bid.</b>	
<b>13</b>	<b>The firm should be in the surgical/Medical Electronics field at least 3-years and proof of the same should be uploaded on e-procurement portal. (GSTIN Registration, PAN Registration, Authorization letter from the manufacture).</b>	
<b>14</b>	<b>The firm should produce atleast one installation/ delivery/ performance report for the same item with authorised signature &amp; seal, the same should be uploaded on e-procurement portal.</b>	
<b>15</b>	<b>All Tender documents duly signed &amp; sealed and scanned copies of the same should be uploaded through e-procurement portal.</b>	
<b>16</b>	<b>Catalogue of the offered equipment shall be uploaded</b>	

Firm's  
Seal

Authorized Signatory

