



चेन्नै पोर्ट ट्रस्ट  
**CHENNAI PORT TRUST**

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

**CHENNAI PORT TRUST HOSPITAL**

**TENDER NO. : CMO/T/01/2018/H**  
**BID CLOSING DATE & TIME : 02.04.2018 at 14.30Hrs**  
**BID OPENING DATE & TIME : 03.04.2018 at 15.00Hrs**

**TENDER FOR**  
**“Specialised Lab Investigations (Non-Available in**  
**CGHS tariff) 15 Tests for One year”**  
**(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) The Chennai Port Trust Hospital has decided to float **e-tender** to Specialised Lab Investigation (Non-Available in CGHS tariff) 15 Tests for One year for which contractor shall register your Digital Signature Certificate (DSC) in NIC portal **e-procure.gov.in** The Digital key is mandatory for participating in the **e-tender**. The tender value Rs. 2.00 lakh and above will be invited only through **e-tender** made only.
- 2) Tenderer should do the registration in the tender site using the “Click here to Enroll” option available.
- 3) **The Laboratory must be NABL (National Accreditation Board for Laboratories) Certified.**
- 4) The Digital Signature of SIFY/TCS/nCode or any Certifying Authority is to be registered after logging into the site
- 5) Tenderer 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.
- 6) Tenderer may read the tenders published in the site and download the required documents /tender schedules for the tenderer is interested.
- 7) Tenderer then logs into the site using the secured log in by giving the user id/password chosen during registration and password of the DSC/e-token.
- 8) Only one DSC should be used for a bidder and should not be misused by others.
- 9) Tenderer should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
- 10) If there are any clarifications, this may be obtained using clarifications or during the pre-bid meeting. Tenderer should take into account of the corrigendum's published before submitting bid online.
- 11) Tenderer 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.
- 12) Tenderer 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.
- 13) Tenderer selects the tender which he is interested using search option & then moves it to my favorites folder.
- 14) From my favorites folder, he selects the tender to view all the details indicated.
- 15) The tenderer reads the terms & conditions and accepts the same to proceed further to submit the bids.

- 16) The tenderer has to select the payment option as offline to pay the EMD as applicable.
- 17) 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.
- 18) The tenderer has to enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.
- 19) 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.
- 20) 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.
- 21) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- 22) 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.
- 23) For any clarifications with the TIA, the bid number can be used as a reference.
- 24) 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.
- 25) 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.
- 26) 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.
- 27) 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.
- 28) 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.
- 29) Any document 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 buyer's public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 30) For any queries, the tenderer 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.

# CHENNAI PORT TRUST HOSPITAL

## e-Procurement Through Online Covering Letter

**Tender No.CMO/T/01/2018/H**

**Date: 09.03.2018**

**From:**

**To:**

**Chief Medical Officer,  
Chennai Port Trust Hospital,  
Spring Haven Road, (Opp. R.B.I)  
Chennai – 600 001.  
Tel.: 25312373, 25312277  
Fax: 25383376**

- 1) i) Tender/Bid shall be accepted through online mode and no manual submission shall be entertained.  
ii) Tenderer is required to submit their tender through online in the form of Two Cover System on or before **02.04.2018 at 14:30Hrs.** The tender received after the due date and time will not be entertained.  
iii) 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.  
iv) The bid will be opened on **03.04.2018 at 15.00 Hrs.**  
v) Tenderer can download the Tender Documents from the Trust's Website **www.eprocure.gov.in** & [www.chennaiport.gov.in](http://www.chennaiport.gov.in).
- 2) i) The amount of Earnest Money Deposit is **Rs. 9,050/-**  
ii) Tenderers can download the Tender Documents from Website. EMD should be in the form of Demand Draft or Banker's Cheque drawn in favour of Chairman, Chennai Port Trust payable at Chennai. The original Demand draft / Banker's Cheque towards EMD in sealed super scribed as "EMD for Tender no. CMO/T/01/2018/H, Specialised Lab Investigation (Non-Available in CGHS tariff) 15 Tests for One year is to be sent to **"The Chief Medical Officer, Chennai Port Trust, Spring haven Road, (Opp. To RBI), Chennai – 600 001"** so as to reach this office on or before the closing date and time.
- 3) Tenderer shall quote as per the specifications given in the Schedule -A.
- 4) Eligibility criteria as stated in the General Terms & Conditions and Special Conditions (Schedule-B) of this document shall be followed strictly.

## UNDERTAKING BY FIRM

1. Referring patients from Chennai Port Trust Hospital to out side Specialised Lab Investigation (Non-available in CGHS tariff) 15 tests for one year for an estimated cost of Rs.4,51,025/- (Rupees Four lakh fifty-one thousand and twenty-five only) from the date of signing of competent authority and extendable for a further period of one year at the same rate.
2. The Chennai Port Trust Hospital has decided to float e-tender Specialised Lab Investigation (Non-available in CGHS tariff) 15 tests for one year for which tenderer shall register your Digital Signature Certificate (DSC) in NIC portal **eprocure.gov.in**. The Digital key is mandatory for participating in the e-tender. The tender value Rs.2.00 lakh and above will be invited only through e-tender mode only.
3. The prices quoted should be on a rupee basis exclusive of Goods and Service Tax (**GST**) which will be paid as per actual on production of documentary evidence. The rate quoted must be kept firm throughout the contract period of **one year** and no request for any revision will be accepted under any circumstances. All taxes duties and charges etc. applicable must be indicated.
4. Service Place: The Chief Medical Officer, Spring Heaven Road, Chennai Port Trust Hospital, (Opp. To R.B.I.), Chennai Port Trust, Chennai – 600 001.
5. **100% payment will be made within 30 days from the date of receipt of invoice/Bill. To make payment through NEFT, furnish the following details:**
  - a. **Name of the Bank and Branch details**
  - b. **Type of Account**
  - c. **Account Number**
  - d. **IFS CODE of the Branch**
  - e. **MICR Number**
  - f. **Permanent Account Number (PAN)**
  - g. **Copy of the front page of Pass Book and Cancelled Cheque.**
  - h. **GST Number and**
  - i. **MOBILE NUMBER.**

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 along with the tender.
- c) **Local service center details** viz, contact person, address, phone no, e-mail ID etc.
- d) A confirmation that the Tenderer will abide by all the Clauses of the Tender documents.
- e) The undertaking letter as required in the eligibility criteria of General Terms & Conditions of the document should be uploaded.
- f) The Tender document should be digitally signed by the tenderer in all pages with office seal.
- g) 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.
- h) Copies of firm's GSTIN registration and PAN No shall be submitted.

5. **Cover-II: PRICE SCHEDULE (BOQ).**

The rate should be quoted in the original rate Schedule (BOQ).

6. **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 confirms to as specified in the eligibility criteria of General Terms & Conditions (Schedule-B).
  - h) A Tender that is substantially responsive is one that confirms 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.
7. 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.
8. The Cover-II (Price Bid) of those technically qualified Tenderers alone shall be opened.
9. The rate quoted should be for a unit and given specification. The Tenderer is not **permitted to change / alter specification or unit size**.
10. The Telegraphic/Fax/E-mail offers will be treated as defective, invalid & rejected.
11. Only detailed completed offers received prior to closing time and date of the Tenders will be taken as valid.
12. 100% Payment will be made within 30 days from the date of acceptance of service. **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.**
13. 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 service provider, then this clause becomes nullified.
14. 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.
15. The bidders shall disclose any payments made or proposed to be made to any intermediaries (agent etc.) in connection with the bid.



16. 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.
17. The person whose quotation or any portion of whose quotation is accepted, must within 10 days of receipt of notice of such acceptance or within such extended time as may be allowed by the Chairman, Chennai Port Trust at his discretion, deposit as security in any of the following manner: - Demand Drafts. The deposits in the manner suggested above shall be of an @ **5%** of the Tender Value towards **security** for the due fulfillment of the condition, failing which the agreement is liable to be treated as null and void.
18. **The Earnest Money Deposit (EMD) amount of successful Tenderer will be adjusted towards the Security Deposit (SD) only on the request furnished by the successful tenderer in writing for the particular tender only.**

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

CHENNAI PORT TRUST HOSPITAL

SCHEDULE 'A'

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

**Specifications of Specialised Lab Investigation (Non-available in CGHS tariff)  
15 tests for one year**

Sl.no	Name of the Tests	No. of Test per year to be referred	Amount per Test (Rs.)	Tax, If applicable (%)
1	Anti HBs Quantitative	100		
2	C3 (Complement 3)	25		
3	C4 (Complement 4)	25		
4	Estradiol	50		
5	HBV-DNA Quantitative test (viralload)	50		
6	HLA B27	5		
7	LE Cell preparation	10		
8	Rubella IgM	10		
9	Semen C/S	10		
10	TB Quantiferon Gold	10		
11	Theatre sterility test (21 specimen for Aerobic & Anaerobic each)	42		
12	Toxoplasma IgG	10		
13	Toxoplasma IgM	10		
14	Transferrin serum	10		
15	HBsAg-ELISA	10		

**Pre-qualification criteria.**

- 1. The Laboratory must be NABL (National Accreditation Board of Laboratories) certified.**
- 2. The Tenderers shall have the service facility in Chennai. Proof of local address, Contact person, Phone no., E-mail ID etc., must be furnished.**
- 3. Tenderers shall register their Digital Signature Certificate (DSC) in NIC Portal [e-procure.gov.in](http://e-procure.gov.in). The Digital key is mandatory for participating in e-tender mode.**
- 4. The Tenderer should provide the proof of experience for not less than two years in Lab Testing.**

**CHIEF MEDICAL OFFICER  
CHENNAI PORT TRUST HOSPITAL**

**CHENNAI PORT TRUST HOSPITAL**

**E-Procurement Through Online**

**GENERAL TERMS AND SPECIAL 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 duly filling the particulars in the Prescribed format as enclosed in the Tender document, otherwise your offer will not be considered.
2. The tenderer are eligible to participate in the tender. Copy of firm’s GST and PAN No shall be submitted.
3. Offer received later than the specified date and time will not be considered.
4. Tenderer must offer exactly as per tender specifications.
5. The Rate quoted should be inclusive of all charges for delivery at the given address.
6. Tenderer will also separately quote for applicable taxes, if any.
7. Tenderer should quote a firm price in their offer without which their offer is likely to be ignored.
8. Tenderer shall not furnish any ambiguous or vague information in the tender.
9. The Chennai Port Trust Patients will be referred on as and when required basis.
10. The Chennai Port Trust Hospital has decided to float e-tender to Specialised lab investigation (Non-available CGHS tariff 15 tests for one year for which tenderer shall register your Digital Signature Certificate (DSC) in NIC portal **e-procure.gov.in**. The Digital key is mandatory for participating in the e-tender mode only.
11. The Tenderer or any part share or interest in it shall not be transferred directly or indirectly to any person, whomsoever without the written consent of the Trust.
12. In the event of breach of any of the provisions of the contract by the contractor, the Trust shall have the right to terminate the contract summarily.
13. Bills in duplicate along with lab report shall be submitted to the Trust’s Chief Medical Officer by the first week of every month in which the Test made, together with the copy of the Chennai Port Trust Patients Original Multipurpose form where upon the bill will be scrutinized by the Chief Medical Officer and forwarded to the Trust’s Financial Adviser & Chief Accounts Officer. No advance payment will be made to the tenderer on any account at any time.
14. The Chief Medical Officer’s decision with regard to the termination of the tenderer shall be final and binding without assigning any reason thereof.
15. The rates quoted by the tenderer should be valid for **One Year** from the date of signing of agreement by C.M.O.
16. The Trust reserves the right to extend the period of contract for a further period up three months or completion of next tender whichever is earlier at the same rates, terms and conditions as herein mentioned.

17. The Trust shall also have, without prejudice to other rights and remedies, the right in the event of breach by the tenderer of any of the terms and conditions of the Contract, or due to the tenderer's inability to perform as agreed for any reason whatsoever to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the tenderer and recover losses, damages, expenses or costs that may be suffered or incurred by the Trust. The decision of the Trust about the breach/failure on the part of the tenderer and shall be final and binding on the tenderer and shall not be called into question.
18. The Trust also reserves the right to terminate the contract at any time during its currency without assigning any reason thereon by giving 30 days notice in writing to the tenderer at their last known place of residence/ business and the tenderer shall not be entitled to any compensation by reason of such termination. The decision of the Trust under this Clause shall be final, conclusive and binding on the tenderer and shall not be called into question.
19. Any happening like death/resignation of any partner / director / member shall be notified within 24 hours of such happening by Registered letter to the Chief Medical Officer, Chennai Port Trust Hospital, Spring Haven Road, (Opp. to R.B.I) Chennai – 600 001. On receipt of such notice, the Trust reserves the right either to terminate or continue the contract.
20. In the event of any dispute, legal or other proceedings by any party or parties concerning the constitution or composition of the Contractor, the Trust reserves the right to take such necessary action as it deems fit, including termination of contract and withholding payments due to accrued to the tenderer.
21. The contract shall be awarded on the basis of **“Principal-to-Principal”** and the tenderer shall be deemed to be an independent tenderer engaged for the performance of services/work/job in the manner and to the extent provided in these presents.
22. 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.
23. The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.
24. In the case any breach of contract or withdrawal from the contract, the Firm Shall forfeit any EMD / SD or payment, pending towards the Firm.

#### **TAXES AND LEVIES - IF APPLICABLE**

25. Rates of taxes/levies etc., such as GST or Octroi 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 GST quote the GSTIN Number. 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 therefore are likely to be ignored.

- a) (i) It is to be specifically noted that this tender does not come within the purview of the system of registration of approved Tenderers in vogue with the Trust and as such firms who are registered as an approved Tenderer are required to pay the Earnest Money Deposit to participate in this tender. No relaxation with regard to payment 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 small scale units registered with **National Small Industries Corporation Limited** are exempted from the payment of Earnest Money Deposit by providing a Photo copy of the Certificate from the registering authority duly attested by a Gazetted Officer of Central /State Government is produced to substantiate their status as a small scale unit currently registered with the National Small Industries Corporation Limited. With regard to payment of Security Deposit, there is no relaxation to National Small Industries Corporation's registered unit also.
- (ii) The NSIC certificates required to be submitted as per the condition mentioned above and should contain the item Covered in the tender or otherwise the offer and make is liable for rejection. Since the permanent certificate issued by NSIC is stated to be valid for a period of 3 years only from the date of issue and in such cases validated certificate copy also duly attested in the manner prescribed should be submitted along with the quotation.
- b) The Tenderers, who are not qualified in the pre-qualification stage, the Earnest Money Deposit of those Tenderers will be refunded. Hence Tenderers are requested to forward **ADVANCED STAMP RECEIPT** with seal along with the quotation. To make payment through ECS, furnish the following 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 in Cover -I so that EMD can be refunded immediately if found unsuccessful during evaluation.
- c) The Earnest Money Deposit will be refunded to the unsuccessful Tenderers (after opening of price bid) after the tender is settled. EMD will be refunded to the successful tenderer after lodgement of Security Deposit. Ch.P.T will not be responsible for reimbursing to the tenderer their bank commission for issue of Banker's cheque/Demand Draft/Pay Order and for encashing such cheque. No interest will be payable by the Ch.P.T for the EMD deposited.
- d) In the event of the Tenderer withdrawing his offer before expiry of the validity period of the tender, his offer will be treated as cancelled and Security Deposit (SD) will be forfeited.
- e) In case of successful Tenderer, EMD 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 Chennai Port Trust.

### **SECURITY DEPOSIT**

26. The successful tenderer will pay Security Deposit (SD) at 5% of the total value of Tender inclusive of all taxes and levies within 14 days from the date of award of contract vide Banker's cheque / Demand Draft/Pay Order drawn in favour of "Chairman, Chennai Port Trust" & 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 Chief Medical Officer,. The EMD lodged by the successful tenderer will not be refunded till receipt of SD and Agreement.
- 27 In the event of offer being accepted decides to pay the Security Deposit in the Form of Bank Guarantee( Bank guarantee is accepted only if the SD is above Rs. 5 Lakhs) Such Bank Guarantee should be from any Nationalised Bank / Scheduled Bank having Branch at Chennai with a provision for enforcement and encashment at Chennai.

### **PAYMENT TERMS**

28. Chennai Port Trust standard payment terms are 30 days from the date of receipt of the bill. 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 tenderer.

### **VALIDITY**

29. The tenderer will keep his offer open for acceptance for a period of 180 days from the due date of tender. But after award of Contract the rate should be constant for a period of one year and the Trust reserves the right to extend the period of contract for a further period up to three months or completion of next tender whichever is earlier at the same rates, terms and conditions as herein mentioned.

### **ACCEPTANCE/REJECTION OF TENDER**

30. Any or all tenders in whole or in part may be rejected without assigning any reason. Chennai Port Trust further reserves the right to accept any tender in whole or in part at their option.
31. 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.
32. 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.**

**CHIEF MEDICAL OFFICER**

**CHENNAI PORT TRUST HOSPITAL**

**CHENNAI PORT TRUST HOSPITAL**  
**COMMERCIAL CHECK LIST**

**FIRM'S ASSURANCE FOR Sanction for Specialization Lab Investigation (Non-available in CGHS tariff) 15 tests for one year**

**Name of the firm M/s.....**

<b>S.No</b>	<b>Terms &amp; Conditions of the Trust</b>	<b>Firms Reply Accepted/ Not Accepted/ Remarks</b>
1.	The Laboratory must be NABL (National Accreditation Board for Laboratories) Certified.	
2.	The periodicity of the price validity will be for one year and the Trust reserves the right to extend the period of contract for a further period up to three months or completion of next tender whichever is earlier at the same rates, terms and conditions as herein mentioned for referring Patients for Specialized Lab Investigation (Non-Availability in CGHS tariff) 15 Tests	
3.	The Tenderer must have Digital Signature Certificate. (DCS) which is mandatory for participatory in the <b>e-tender</b> mode.	
4.	Acceptance of Trust payment conditions i.e. 100% payment will be made after submission of bill.	
5.	The quoted price is not higher than the price quoted in any Government or Private or Public Organization.	
6.	The Tenderer 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.	
7.	The Tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents ect.) in connection with the bid.	

Firms Seal

**Authorised Signatory**  
With name seal

**PROFORMA**

**Memorandum of Agreement format**

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 “Tenderer” 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 Service – Schedule “B” and whereas the Tenderer has to provide Lab tests 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 DD has agreed to produce to the Board Bank Guarantees in the Boards’ prescribed form for Rs..... (Rupees.....Only)

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 Tenderer will upon and subject to the said conditions Service 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 here to will respectively abide by submit themselves to the conditions and stipulation and perform the agreement on their parts respectively.
4. i) 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 Service of the whole quantity or outstanding part quantity be stopped consequent on such a dispute arising and the Service shall be carried out by the Tenderer strictly in accordance with the instructions of the CHIEF MEDICAL OFFICER.



ii) If the Tenderer 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 Service

(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) 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.

**Dr. Shri. C. Raja Ravi Varma**

The Chief Medical Officer  
has set his Hands here unto  
in the presence of  
Signed and sealed by the Tenderer  
In the presence of  
Witness (Name and Address)

1.

2.

**PROFORMA FOR ADVANCE STAMPED RECEIPT**

*( for Refund of EMD)*

**ADVANCE STAMPED RECEIPT**

Received with thanks from the CHAIRMAN, Chennai Port Trust, Chennai – 600 001 for  
Rs...../- (Rupees.....only) towards the refund of EMD amount against the  
Tender No.....

n

**AUTHORISED SIGNATORY**

**COMPANY NAME SEAL**

Note:-

Advance Stamped Receipt must be submitted in the firm's letter head along with tender documents for refund of EMD to unsuccessful tenderers immediately after evaluation of tender.