



चेन्नै पोर्ट ट्रस्ट
CHENNAI PORT TRUST

CHENNAI PORT TRUST HOSPITAL

TENDER NO. : CMO/T/ 03/2019/H
CLOSING DATE : 24.09.2019
CLOSING TIME : 14.30Hrs
EMD : Rs. 5,130/-

**TENDER FOR SUPPLY OF 17 SURGICAL ITEMS
GROUP-C (Common items)**

e – PROCUREMENT ON WEBSITE eprocare.gov.in

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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 e-portal 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 my favorites folder.
- 12) From 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 or by phone 1-800-233-7315 well in advance

CHENNAI PORT TRUST

CHENNAI PORT TRUST HOSPITAL

e-Procurement Through Online
Covering Letter

Tender No. CMO/T/03/2019/H

Due on: 24.09.2019

From:

To:

**Chief Medical Officer,
Chennai Port Trust Hospital
Spring Haven Road, (Opp. R.B.I)
Chennai – 600 001.
Tel.: 25312373, 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 **due date of closing time 24.09.2019 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. The time of opening of technical bid will be on **25.09.2019 at 15.00 Hrs.**
- 2) i) The amount of Earnest Money Deposit is **Rs.5130/-**
ii) Tenderers can download the Tender Documents from Website. EMD is to be paid only by 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 cover super scribed as "EMD for Tender no. CMO/T/03/2019/H, SUPPLY OF 17 SURGICAL ITEMS GROUP-C (Common items)**) is to be sent to The Chief Medical Officer Chennai Port Trust Hospital, Spring Haven Road (Opp to R.B.I) Chennai-1 so as to reach this office on or before the closing date and time.
iii) **Non-returnable sample for each item shall be submitted along with Cover-I before due date.**
- 3) Eligibility criteria as stated in the General Terms & Conditions of this document shall be followed strictly. Only those manufacturers/supplier/firms, who confirm to the eligibility criteria alone shall quote.

UNDERTAKING BY FIRM

- 1) Description of items including specification: **SUPPLY OF 17 SURGICAL ITEMS GROUP-C (Common items)** for the period of ONE YEAR from the date of award of contract. (As per Schedule 'A' of tender document).
- 2) I/We engage to supply the Chennai Port Trust with the articles specified above upon the terms of the Chennai Port Trust Standard conditions.
- 3) I/We accept that the Chennai Port Trust reserves to itself the right to cancel the rate contract at anytime, upon failure to execute the first or any Purchase Order. I/We accept that this condition shall take precedence over other conditions of this tender.
- 4) The acceptance of the Tender by the C.M.O. shall constitute a binding contract between me/us and Chennai Port Trust.
- 5) Delivery Place: The Chief Medical Officer, Port Trust Hospital, Chennai Port Trust, Chennai –1.
- 6) **100% payment will be made within 30 days from the date of acceptance of supply. 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. **CST / VAT /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
CHENNAI PORT TRUST HOSPITAL
CONDITION OF TWO COVER SYSTEM

E-Procurement Through Online

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. EMD should be in the form of Demand Draft or Bankers cheque drawn in favour of The Chairman, Chennai Port Trust payable at Chennai. Failure to enclose the EMD in the COVER-I will result in the rejection of the offer summarily and Cover – II will not be opened.
4. Criteria for the award of contract is the lowest substantially responsive Bid.

5. Contents of COVER – I:

This shall contain scanned copies of the following.

- a) Demand Draft / Bankers Cheque for EMD
- b) Valid Micro, Small and Medium Enterprises (MSME) Certificate for exemption of EMD (Refer Sl. No.16 of General Terms and Conditions).
- c) A Check List for the items quoted in the format given in duly filled form should be uploaded.
- d) Complete technical specification of items and commercial terms and conditions and documents relating to eligibility criteria of tender **except price**.
- e) A confirmation that the Tenderer will abide by all the Clauses of the Tender documents.
- f) The undertaking letter as required in the eligibility criteria of General Terms & Conditions of the document should be uploaded.
- g) The Tender document should be digitally signed by the tenderer in all pages with office seal.
- h)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.

6. COVER-II: Price Schedule.

- (i) Price should be quoted in original Price Schedule (BOQ).

7. EVALUATION PROCESS:

A proposal shall be considered responsive if

- a) It is received by the Proposal Due Date and time
- b) It is digitally signed.
- c) It contains the information and documents as required in the Tender document.
- d) Contains E.M.D amount (wherever applicable).
- e) It contains information in formats specified in the tender document.
- f) It mentions the validity period as set out in the document.
- g) It provides the information in reasonable detail ("Reasonable Detail" means that, but 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.
- h) There are no significant inconsistencies between the Proposal and the supporting documents.
- i) The Technical qualification conforms to as specified in the eligibility criteria of General Terms & Conditions (Schedule-B)
- j) 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 one (1) which affects in any substantial way, the 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.
- k) 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.
- l) The Port Trust would have the right to review the Technical Qualification and seek clarifications wherever necessary.

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 their cover-II – Price bid of such tenders only will be opened. EMD will be returned to the unsuccessful Tenderers.

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 / Telex / Fax – E-mail offers will be treated as defective, invalid and 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. **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) GST 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.

19. The EMD amount of successful Tenderer will be adjusted towards the security deposit only on the request furnished by the successful tenderer in writing for the particular tender only.

Sd/-

**Chief Medical Officer
Chennai Port Trust
Dt. 03-09-2019**

SCHEDULE OF SPECIFICATIONS**Statement showing requirement of SUPPLY OF 17 SURGICAL ITEMS GROUP-C (Common items)****E-Procurement through online**

S.No	Description	Item Code	QTY	UOM	Quoted item complied with Trust Specifications
					<i>Mention Yes (or) No</i>
1	B.P.Bulb with valve	C-001	100	Nos	Yes/ No
2	Bed Pan plastic	C-002	100	Nos	Yes /No
3	Nebulizer Mask (Adult/Pediatric)	C-003	400	Nos	Yes/ No
4	Oxygen Face Mask-(Adult/Pediatric)	C-004	500	Nos	Yes /No
5	Liquid Hand disinfectant-500 ml (2-propanol 45gms) (1-propanol 30 gms)	C-005	200	Nos	Yes/ No
6	Urine Bag	C-006	400	Nos	Yes/ No
7	Urinal Plastic with LID (Male-125 Nos. & Female-75 Nos.)	C-007	200	Nos	Yes/ No
8	BP Connector	C-008	30	Nos	Yes/ No
9	Chest Piece for Stethoscope	C-009	50	Nos	Yes /No
10	Corn Cap	C-010	100	Nos	Yes/ No
11	Cuff for BP Apparatus with Arm Bag	C-011	200	Nos	Yes/ No
12	Formalin Liquid- (1Bottle-450 gms)	C-012	400	Nos	Yes /No
13	Frame for Stethoscope	C-013	50	Nos	Yes/ No
14	Povidone Iodine (Scrub)-450 MI/500 MI	C-014	200	Nos	Yes/ No
15	Tr. Cetrimide	C-015	200	Nos	Yes/ No
16	Chloroxylenol-5 Litres Can	C-016	25	Nos	Yes/ No
17	Factory set regulator with flow meter 4kgf/m ²	C-017	25	Nos	Yes /No

Pre Qualification Criteria:

The bidders are advised to note the minimum qualification criteria specified below to participate the subject tender.

- (i) **Manufactures having distributors in Chennai (or) authorized distributor are only eligible to participate.
(Please mention, whether the participant is Manufacturer or distributor, The distributor must produce the copy of authorization letter from the manufacturer)**
- (ii) **Firm should have two years' experience in Surgical field on similar type of contracts**
- (iii) **The supplier / stockist should be in Chennai.**

Certificate of Registration, Tax Registration, Authorization letter from the manufactures (for having supplier /Stockist 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.

**Sd/-
CHEIF MEDICAL OFFICER
CHENNAI PORT TRUST
Dt. 03-09-2019**

CHENNAI PORT TRUST
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 above particulars in the Prescribed format as enclosed in the Tender document, otherwise your offer will not be considered.
2. 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 Undertakings / Port Trusts.
3. Offers received later than the specified date will be rejected.
4. Tenderer will state Maker’s name, brand, and country of manufacture of the item offered, if asked for.
5. Tenderer will offer exactly as per tender specifications.
6. The Tenderer will mention technical specifications, as per Industry Standards.
7. Rate quoted should be inclusive of all charges for delivery at the given address.
8. Tenderer will also separately quote taxes, duties, freight and other charges in BOQ (Price Bid).
10. The Tenderer should quote a firm price in their offer without which their offer is likely to be ignored.
11. 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.
12. Tenderer shall not furnish any ambiguous or vague information in the tender.

13.TAXES AND LEVIES

- a) Rates of taxes/duties/levies etc., such as GST, Excise Duty 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, the tenderer will declare in the offer that they are registered under the GST Act and quote the GST Registration Number. Full GST will 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.

b) TDS under GST

- i. Section 51 of CGST Act and 1st proviso to Section 20 of IGST Act make it obligatory for ChPT to deduct TDS @2% on the "amounts paid to Vendor" or amounts credit to the account of the Vendor/Contractor".
 - ii. If the purchase is made from a vendor located in Tamilnadu, then the TDS of 2% will be @1% under SGST and another 1% under CGST. If the purchase is made from a vendor located in a State/UT other than Tamilnadu, then the TDS of 2% will be under IGST.
 - iii. This GST TDS is mandatory if the payments/ purchases are made for the contract value more than **Rs.2,50,000/-**. It does not depend on the individual invoice values, but it depends on the "**Value of contract**".
 - iv. Any Demand/ Interest/ Penalty etc., arising to Chennai Port due to non-compliance of statutory requirements with reference to Income Tax and GST Laws by the Contractor/ Suppliers/ Port Users shall be borne by the Contractor/ Suppliers/ Port users. The firm shall indemnify the Port against such non fulfilment of obligations.
15. Any downward variation in taxes/duties/levies such as GST etc., will be passed on to Ch..P.T.
15. Tenders not accompanied with the requisite EMD shall be treated as invalid and rejected.
16. (i) It is to be specifically noted that this tender does not come within the purview of the system of registration of approved suppliers in vogue with the Trust and as such firms who are registered as an approved supplier 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 Micro, Small and Medium Enterprises (MSME) 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.
17. 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) GST 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.
18. 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.

19. 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 EMD deposited will be forfeited.
20. 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 Ch.P.T.

SECURITY DEPOSIT

21. The successful Tenderer will pay Security Deposit (SD) at 5% of the total value of Purchase Order/Rate Contract inclusive of all taxes and levies within 14 days from the date of award of contract. Security Deposit up to Rs.5 Lakhs in the form of Demand Draft/Bankers Cheque drawn on any Scheduled Bank/Nationalized Bank, shall be 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 C.M.O. The EMD lodged by the successful tenderer will not be refunded till receipt of SD.

SAMPLE CLAUSE

22. The Chennai Port Trust reserves the right to call for sample at any stage during the finalisation of the tender or during the currency of contract period and test the same samples from the outside Laboratory at the cost of the Supplier.

DELIVERY PERIOD

23. The tenderer is requested to supply the Goods within 30 days from the date of Purchase Order.
24. The delivery period will commence from the date of the issue of Purchase Order and date of delivery will be calculated from that date.

QUANTITY

25. The CMO, Chennai Port Trust reserves the right to order $\pm 25\%$ of the quantity awarded.

PAYMENT TERMS

26. The Contractor's bill for the supply will be passed for payment and 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.

VALIDITY

27. The Tenderer will keep his offer open for acceptance for a period of **180 days** from the due date of tender.

INSPECTION & TESTING

28. Inspection of material will be done at Ch.P.T premises unless otherwise stated in the Purchase Order / Acceptance letter.
29. At the time of delivery, if required or if asked for, the supplier will produce a certified copy of the manufacturer's test certificate to establish that the goods conform to the relevant IS, wherever applicable. The supplier will also be required to produce a

certified copy of the valid license where the manufacturer of the goods is licensed to put the mark of IS.

30. The supply will be effected along with the Manufacturer's Test Certificate. Samples will be called for wherever required and the same will be tested from outside agency. In case the material supplied by the supplier is rejected for not meeting the Purchase Order specifications, a penalty of 1% of the Purchase Order amount, subject to minimum amount of Rs.1,000/- will be levied on the supplier and the same may be recovered from his pending bills/ Security Deposit.
31. The Port Trust reserves the right to inspect the Goods after arrival at the Ch.P.T.'s premises and to reject them if found defective or at variance with the Goods inspected at the supplier's premises.
32. The material will be inspected by appropriate authority assigned by Chief Medical Officer Ch.P.T. after receipt of the same and his decision will be final and binding upon the supplier. If required, a sample from the supply will be drawn in the presence of the firm's representative, who should be deputed within 3 days of receipt of supply in Medical Department, failing which the sample will be drawn by the Inspecting Officer and will be sent for testing to a laboratory to be selected by the Chief Medical Officer, Ch.P.T. or his authorized representative. The result of the laboratory test will be final and binding on the supplier. The cost of the inspection and testing by outside agency will be borne by Chennai Port Trust if the material passes the inspection and testing. However, if the material fails in the inspection and testing and is consequently rejected, then full cost of the inspection and testing by outside agency will be reimbursed by the supplier to Ch.P.T.

LIQUIDATED DAMAGES

33. This clause is applicable as detailed below: -

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 the 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 ½%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) The 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.

ACCEPTANCE/REJECTION OF TENDER

34. 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.

RISK PURCHASE

35. In case the supplier responds to the notice by the date indicated therein, then the new date of delivery indicated by the supplier may be accepted, subject to deduction of the L.D from the supplier's bill, for the period of delay beyond the scheduled delivery period. A letter, accepting the delay in delivery subject to deduction of liquidated damages, will be issued to the supplier wherein new date of delivery will be clearly indicated. The maximum allowable delay will not exceed 10 weeks, beyond the scheduled delivery date, even with the levy of Liquidated Damages.
36. If the tenderer fails to execute the supply within the stipulated time, the Chief Medical Officer is at liberty to make alternative purchase of the items for which the Purchase orders have been placed from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases Chief Medical Officer has every right to recover the cost.
37. If at any time the tenderer has, in the opinion of Chief Medical Officer, delayed in making any supply by reason of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause on a specific request made by the tenderer, the time for making supply may be extended by the Chief Medical Officer at its discretion for such period as may be considered reasonable. The exceptional cause does not include the scarcity of raw material, power cut, labour disputes.
38. Whereas a person whose tender has been received on behalf of the Board intimates the Chief Medical Officer that he is not willing to abide by the terms of the Tender, or goes behind the clarification made before the Chief Medical Officer or the Tender Committee appointed to scrutinize the Tender in respect of the terms of the Tender or withdraws the tender before receipt of final acceptance, where a person whose tender has been accepted fails (i) to execute an agreement in such form as aforesaid in respect of all items for which the tender is accepted within 10 days of such acceptance is made known to him (or) (ii) to furnish the Guarantee Bond within the prescribed time, the Earnest Money deposited by such persons shall be forfeited and in case the contract is liable to be cancelled or the agreement if executed is liable to be treated as null and void. Further the tenderer undertakes if his tender is accepted to enter into and execute when called upon to do so an agreement with such modification as agreed upon and unless and until the formal agreement is prepared and executed this tender together with the written acceptance shall form a binding contract between the Trust and the Contractor.

39. Only such vehicles which are licensed by the Board will be permitted to enter into the Harbour. Tenderers should obtain temporary pass from the Port Asst. Traffic Manager (Central Pass Section) near Anchor Gate, to gain entry into the Trust's premises if necessary.
40. 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.
41. 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.
42. It shall be lawful for the Chief Medical Officer without giving any notice to the Contractor, to purchase in the open market any goods or materials Covered by the Contract and if such goods or materials are not available to purchase suitable substitute as to which the decision of the Chief Medical Officer shall be final and binding on the Contractor in the event of the Contractor
 - 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.

43. 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.
44. 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
CHENNAI PORT TRUST HOSPITAL
E-Procurement Through Online

SPECIAL CONDITIONS

1. The rate quoted should be for a unit and given specification. The basic rates, excise duty, sales tax, Vat, etc., should be specified clearly and the rates should be for free delivery at the Chennai Port Trust Hospital. In case any packing and forwarding charges applicable the same may be indicated and it should be clearly stated whether P&F charges also attract ED & Sales Tax, GST. The Trust is not eligible for 'C' or 'D' form for availing concessional rate of C.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 for the materials after trial and inspection.
5. Items having expiry period of less than one year from the date of supply will not normally be accepted, the successful tenderer must guarantee in writing that such items if not consumed before the date of expiry will be replaced with fresh stock at no cost.
6. All orders must be executed free of delivery charges against contract if awarded to them
7. The successful Tenderer will have to supply at the rates quoted any of the products entered into the contract as and when orders are placed during the period of **one year** from the date of award of contract and extended period if any which will not be ordinarily more than **three months**.
8. The Chief Medical Officer, Chennai Port Trust reserves the right to order $\pm 25\%$ of the quantity awarded.

We are agreeable to abide by all the above conditions.

SIGNATURE OF TENDERER

NAME IN FULL: _____

ADDRESS: _____

FORM OF MEMORANDUM OF AGREEMENT (Format)

[To be executed in Non-judicial Stamp Paper of Rs.100/- after award of Contract]

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/shereinafter 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 Schedule of Specifications -Schedule "A", Schedule of General terms and conditions- Schedule "B" and whereas the Contractor has agreed to supply the goods or materials 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 Demand Draft /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 Medical Division.
3. The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and 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 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 therefore 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 Chennai.

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

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. C.RAJA RAVI VARMA,
The Chief Medical Officer
has set his hands here unto
in the presence of

**CHIEF MEDICAL OFFICER
CHENNAI PORT TRUST**

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

SUPPLIER

- 1.
- 2.

FORM OF ADVANCE STAMPED RECEIPT

(Format for Refund of EMD)

ADVANCE STAMPED RECEIPT

Received with thanks from the CHAIRMAN, Chennai Port Trust, Chennai – 600 001 for **Rs.5,130/-** (Rupees five thousand one hundred thirty only) towards the refund of EMD amount remitted against “**Tender for SUPPLY OF 17 SURGICAL ITEMS GROUP-C (Common items),**” vide Tender No. **T/CMO/ 03/ /2019/H**

Firm's Seal

**Signature
over Rs.1
Revenue
Stamp**

Note: The above specimen is to be reproduced in Firm's Letter Head and submitted

COMMERCIAL - CHECK LIST

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

FIRM'S ASSURANCE LETTER

S.No	Terms & Conditions of the Trust	Firms Reply (Accepted / Not Accepted)
1	Tender Validity: 180 days from the date of opening of tender	
2	EMD should be in the form of Demand draft/Bankers cheque drawn in favour of The Chairman, Chennai Port Trust payable at Chennai to reach this office on or before the closing date and time.	
3	The Chief Medical Officer, Chennai Port Trust reserves the right to order $\pm 25\%$ of the quantity awarded	
4	Delivery period: within 30 days from the date of purchase order	
5	Goods will be delivered at Chennai Port Trust Hospital at free of cost.	
6	Acceptance of Trust payment conditions i.e. 100% payment will be made by the Trust within 30 days after delivery of goods as per purchase order	
7	GST for goods (if applicable) and % should be mentioned.	
8	Price validity : ONE year from the date of award of contract and extended period if any which will not be ordinarily more than three months	
9	To ensure that the quoted price is not higher than the price quoted in any Government or Private or Public Organization	
10	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.	
11	The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents' etc.) in connection with the bid.	
12	Mention whether Manufacturer or Distributor (if Manufacturer the name address of the supplier/Stockist at Chennai should be mentioned) (If distributor authorisation letter from the manufacturer should be uploaded on e-procurement portal)	Manufacturer / Distributor
13	Firm should have experience in Surgical field on similar type contracts for the last two years (scanned copy of such as Delivery Challans, Agreement copy of similar contracts,) Certificate of Registration, Tax Registration should be uploaded	
14	All Tender documents duly signed & sealed and scanned copies of the same should be uploaded through e-procurement portal.	

Authorized Signatory

