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# KOLKATA PORT TRUST



Centenary Hospital, Medical Department

Notice Inviting Tender for Supply, Delivery, Installation & Commissioning of 2(Two) No. Two Body -MORTUARY CABINET , under buy back offer of 1 (one ) No for use at Centenary Hospital of Kolkata Port Trust.

Tender No. MED / PR / ADVT / 275R/ 19-20/ 120

Dated:08/4/2019

Medical Department of Kolkata Port Trust invites Offers under single stage One part system from the manufacturer or their authorized dealers for supply, delivery , installation & commissioning of 2 (Two) No. MORTUARY CABINET , under buyback offer of 1 (one) No 4 (four) Body Cabinet, fulfilling the eligibility criteria mentioned below and in accordance with the Notice Inviting Tender, Instruction to Tenderers, Special Conditions of Contract and General conditions of the contract & Bill of Quantities.

Bid Document may be downloaded from KoPT website <a href="www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a> or Central Public Procurement Portal <a href="www.eProcure.gov.in">www.eProcure.gov.in</a>. Corrigenda or Clarifications, if any, shall be hoisted on the above mentioned websites only. Hence all the intending bidders are advised to keep close watch on the above mentioned websites in their own interest.

# 1) SCHEDULE OF TENDER

	TENDER NO.	MED / PR / ADVT / 275R/ 19-20/ 120 Dated 08/ 4/ 2019
1.	MODE OF TENDER	e-Procurement System (Online offers in a single part system through CPP portal https://eprocure.gov.in/eprocure/app/)
		The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Dock System No physical tender is acceptable by Kolkata Port Trust.
2.	CPPP Portal Tender Id	2019_KoPT_461893_1
3.	Date of availability of NIT to the Vendors for downloading	11/ 4/ 2019
4.	Date of Offline Pre-Bid meeting	18/4/2019 11AM
5.	Estimated cost of the tender	Rs. 8,40,000/- plus GST Extra plus GST extra
6.	Earnest Money Deposit	"Earnest Money Deposit of Rs.16,800/-(Rupees Sixteen thousand eight hundred ) only may be remitted at least three days advance from the date of closing of Online e-Tender for submission of Techno-Commercial Bid by NEFT / RTGS to Kolkata Port Trust Bank Account No. 227002000000018 with Indian Overseas Bank, KPT Fairlie Place Extension Branch. IFSC Code No. IOBA 0002270 Please furnish the following details while remitting the amount:  Name of Bidder:

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Centenary Hospital, Medical Department

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		Bank Name:
		Tender No.:
		Tender Date:
		Name of the Tendering Dept.
		UTR No.:
		After the award of the contract, the Earnest Money
		will be refunded without interest on application to all
		unsuccessful bidders. OR In the form of Banker's
		cheque, or Pay Order or Demand Draft from any of
		the Nationalized/Scheduled Banks in India having
		branch in Kolkata drawn in favour of "Kolkata Port
		Trust" or Treasury Receipt of the deposit issued by
		the Treasurer, Kolkata Port Trust, as the case may
		be.
7	Tender Cost	"Tender Cost" of Rs.590/- (Rupees Five hundred and
		ninety)only including 18% GST may be remitted at
		least three days advance from the date of closing of
		Online e-Tender for submission of
		Techno-Commercial Bid by NEFT / RTGS to Kolkata
		Port Trust Bank Account No. 22700200000018
		with Indian Overseas Bank, KPT Fairlie Place
		Extension Branch. IFSC Code No. IOBA 0002270
		Please furnish the following details while remitting
		the amount:
		Name of Bidder:
		Bank Name:
		Tender No.:
		Tender Date:
		UTR No.:
		Name of the Tendering Dept. Centenary Hospital,
		Medical Dept., KoPT OR In the form of Banker's
		cheque, or Pay Order or Demand Draft from any of the Nationalized/Scheduled Banks in India having
		branch in Kolkata drawn in favour of "Kolkata Port
0	Last data of subviction of CAAN 0	<u> </u>
8	Last date of submission of EMD & Tender Cost to KoPT.	3 (three) days before closing date of the tender.
9	Date of Starting of e-Tender for	11/ 04/ 2019 at 11.00 hrs.
	submission of Online Techno-	
	Commercial Bid and Price Bid.	

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# KOLKATA PORT TRUST



Dated:08/4/2019

Centenary Hospital, Medical Department

Notice Inviting Tender for Supply, Delivery, Installation & Commissioning of 2(Two) No. Two Body -MORTUARY CABINET , under buy back offer of 1 (one ) No for use at Centenary Hospital of Kolkata Port Trust.

Tender No. MED / PR / ADVT / 275R/ 19-20/ 120

10	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid. (DD/MM/YY)	02/ 05/ 2019 at 15.00 hrs.
11.	Date & time of opening of Bid (i.e.	03 / 05/ 2019 at 15.30 hrs.
	Techno-Commercial Bid & Price Bid	

Note: a) In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.

b) Under no circumstances the Due Date of the Tender will be extended.

#### A) Important instructions for E-procurement

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the CPP Portal https://eprocure.gov.in/eprocure/app before responding to this e-tender:

- Bidders Manual Kit
- > Help for Contractors
- > FAQ

# Contact persons (CPP Portal):

1. Shri Nazmush - Mob: 9563251950 email: webhelpdesk@gmail.com See CPP Portal for contact details.

#### Contact person (Medical Dept. KoPT):

1.-Dr. Samir Mujray2.Shri S.K. Joshi3.Dr. Susmita BanerjeeSr. Medical OfficerDeputy MM-CSr. Medical OfficerMobile No. 9433127154Mobile No. 9831938935Mobile No. 9831295840

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Dated:08/4/2019

1	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity
2	E-tender cannot be accessed after the due date and time mentioned in NIT.
3	.KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
4	No deviation to the technical and commercial terms & conditions are allowed.
5	The bidders must upload all the documents required as per terms of tender. Any other document
6	The bid will be evaluated based on the filled-in technical & commercial formats.
7	Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda". A declaration in this regard is to be made by the bidder.
8	(A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid.
	(B) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the e-CPP Portal

#### B. COMMERCIAL TERMS & CONDITIONS

Concurrence and remarks for all Commercial Terms & Conditions will be taken Online. Upload supporting Notarized Documents wherever necessary. No hardcopy for the same needs to be submitted. If required, the Bidder/s may be asked to produce the Original documents before the Tender Committee for verification purpose only.

Note: Please check the Digital Certificate. In case of any clarification please contact CPPP. before the scheduled time of the e-tender.

# 1. AVAILABILITY OF THE TENDER DOCUMENT:

Tender Document may be downloaded from KoPT Website: <a href="www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a> / Central Public Procurement Portal <a href="www.eProcure.gov.in">www.eProcure.gov.in</a>

EXEMPTION FROM PAYMENT OF COST OF TENDER DOCUMENT AND EMD: For Micro & Small Enterprises (MSE's) registered with NSIC:

- Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MSME are exempted from depositing of Tender Cost and Earnest Money.
- If Micro & Small Enterprises (MSE's) registered with NSIC or MSME intends to participate in the tender, for the items they are not registered with NSIC, then they

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will have to deposit Tender Cost, full amount of Earnest Money as per NIT. Otherwise their offer against the tender will not be considered.

Copy of valid NSIC Certificate for MSEs has to be submitted along with bid.

#### 2. ELIGIBILITY TO BID:

In order to be eligible to submit bid, the intending bidder will have to upload following Documents (duly attested): Page no of each uploaded document in the Techno-commercial bid should be Provided. Uploading of the documents should be done serial page number wise. A covering letter of enclosure mentioning list of uploaded items with page no should also be uploaded.

- a) Company Particulars (as per Appendix 'A') and documents.
- b) Brand and Maker's name of the quoted equipment must be clearly stated in the offer
- c) Notarized Power of Attorney in favor of Authorized Signatory.
- d) Trade License / Certificate of Incorporation, / GST Registration Certificate, Income Tax PAN / TAN.
- e) Audited Balance Sheets and Profit & Loss A/C for the last 3 years ending on 31<sup>st</sup> March 2018
- f) Financial Statement showing average Annual Financial turnover during the last 3 years ending 31<sup>st</sup> March 2018 being at least Rs.2.52 lacs
- g) Experience (Credentials) of having three or two or one completed "similar work" contract carried out satisfactorily during the last seven years ending on March 2018 costing not less than the amount as mentioned below:
  - (i) Contract value Rs. 3.36 lacs each in case of THREE contracts

OR

(ii) Contract value Rs. 4.20 lacs each in case of TWO contracts,

OR

- (iii) Contract value Rs.6.72- in case of ONE contract
- h) Details of Registration Under ESI Act: All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not. In case they are covered under ESI Act, They have to furnish the details of Registration, failing which their tender would liable to be cancelled.

In case they are not covered under ESI Act or exempted, they would furnish

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necessary documents along with an affidavit affirmed before a first Class Judicial Magistrate on Non Judicial Stamp Paper worth Rs. 10/- to the effect as per enclosed Proforma (Annex- E)

They must additionally indemnify KOPT against all damages and accident occurring to his labour in a non - Judicial Stamp paper worth Rs. 50. (Appendix- F)

- i) EPF Regn. No. They have to furnish details of registration failing which their tender would liable to be rejected.
- j) An undertaking of the tenderer to be submitted as per the enclosed Pro-forma (Annex -D) in lieu of submission of signed copies of the full tender document.
- **k)** Techno-Commercial Specifications as per **Appendix-'B'** and Technical Specification **Compliance Statement** of Tech. Specification of the offered equipment with that of specifications of NIT supported with Literature / Catalogue. Brand and Maker's name of the offered item should be mentioned.
- I) Declaration regarding Life span of the offered item and Guarantee for availability of Spare Parts and Consumables during the declared Life Span should be submitted. The Bidder also should upload the list of Spare Parts / Consumables with Prices in a separate letter which is not covered under Warranty / CAMC at the time of submission of Techno-Commercial Bid.
- m) In case the offer is submitted by an Authorised Dealers / Distributors / Stockiest / Agents on behalf of the Manufacturer, the current valid self attested Authorisation Certificate from the Manufacturer has to be submitted along with the offer. In case any bidder submit offer with 2<sup>nd</sup> stage authorisation, they have to prove with supporting documents that the 1<sup>st</sup> stage authorised firm who has appointed and issued 2<sup>nd</sup> stage authorisation in their favour has been authorised to do so, by their Principal manufacturer. The Trustees will not recognize any assignment or endorsement in favour of third parties of any order arising out of this tender other than the authorized Dealers / Distributors / Stockiest / Agents.
  - n) Self attested Order copies with supporting Performance Certificate of supplying the tendered or similar equipment to Govt. Organisation or other Institutions of repute with Full Name, Address, Contact Nos., during the last seven years should be produced with the Techno-Commercial Bid of the Tender. The Order Copies & Performance Certificates from the Authorised Dealer (1st Stage) may be acceptable when tender is submitted by 2nd stage authorised Dealers / Distributors / Stockiest / Agents, only when the authorised Dealer (1st stage) submits an undertaking in Non-Judicial Stamp Paper of at least Rs. 10/- accepting all the tender Clauses including After Sales Service as agreed upon by the 2nd stage authorised Dealers / Distributors / Stockiest / Agents who has submitted

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the tender paper. The authorised Dealer ( $1^{st}$  stage) will be responsible for fulfilling all the tender conditions in case the  $2^{nd}$  stage authorised Dealer / Distributor / Stockist / Agent fail to comply the same. In case of failure to comply above by  $1^{st}$  stage authorised dealer, the OEM is to ensure to render all services both during Warranty & CAMC period. Accordingly a confirmatory letter from the OEM in this regard should be submitted while submitting the offer.

- o) Detail Address of the Service Centre in and around Kolkata, duly accredited by the Manufacturer along with the Name, Address and Phone No. of the Contact Person and e-Mail address must be furnished.
- p) Bidder / OEM should furnish a declaration for 24 months warranty and after completion of warranty of 24 months, firm will have to enter in to an CAMC contract for 5 years.
- q) ISO or equivalent Accreditation Certificate in favour of the manufacturer, if any./ Equipment should be CE marked/US FDA approved. Requisite certificate should be attached failing which the tender will be rejected
- r) The Check List in Page 18 is to be filled in, signed, stamped and submitted positively along with the Techno-Commercial Bid.
- s) Unconditional Acceptance of all the Conditions of the Notice Inviting Tender in a separate letter.

#### Note:

1. "similar works" means: Supply, Delivery, Installation and Commissioning of Mortuary Cabinets in Medical Institution of repute (preferably in Govt. Institution)

# 4. NON RESPOSNSIVE BIDDER:-

The offer/tender shall be treated as non-responsive, if it:

- a) Is not accompanied by requisite Earnest money. / NSIC Certificate
- b) Is not accompanied by requisite tender cost./ NSIC Certificate
- c) Validity of offer is less than tender stipulation.
- d) Does not meet the qualification criteria as stipulated in the NIT
- e) The bidder submits conditional offer/impose own terms and conditions/ does not accept tender conditions completely/ offer or tender if submitted with any deviation from the tender terms and conditions.
- f) If the tender is conditional.

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g) If all the documents required as per NIT are not uploaded.

In addition to the above, a bidder may be disqualified if -

- a) The bidder provides misleading or false information in the statements and documents submitted.
- b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

The decision of Kolkata Port Trust in this regard shall be final and binding on the bidder

The Trustees' will not recognize any assignment or endorsement in favour of third party of any order arising out of this tender other than the awarded Contractor.

The issuing authority reserves the right to ACCEPT / REJECT any or all tenders without assigning any reason whatsoever.

The Tender is subject to Earnest Money and Security Deposit clauses.

#### 6. INSTRUCTIONS TO BIDDER:

- 6.1 Tender for the above work should be submitted in accordance with the Schedule of Quantities as specified in this tender and in accordance with the Special Conditions of Contract & General Conditions of Contract. The Special Condition of Contract will prevail over and above the General Conditions of Contract.
- 6.2 No Bidder is allowed to submit more than one TENDER. Please note that the Bidder of the tender should be either Indian agent of the Principal / OEM or the Principal / OEM itself, but the Indian agent and the Principal / OEM will not be allowed to participate in the tender simultaneously. Also an Indian agent is allowed to participate in the tender for the tendered out item(s) with the authorization of not more than one Principal / OEM. If more than one bid is submitted by a particular bidder with authorisation from more than one OEM / Principal, then all the bids submitted by the bidder will be rejected.
- 6.3 Any clarification with regard to interpretation or ambiguities discovered or pointed out after the issue of the tender documents but prior to submission of tenders as to the meaning, conditions or instructions contained in any of the issued documents, shall be valid only when such a clarification is issued in writing by the officer issuing the Notice Inviting Tender. Any such written clarification or amendment shall be hoisted in website of KoPT, & CPP Portal. Hence all the intending Bidders are advised to keep close watch on the website of KoPT / CPP Portal in their own interest.

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- 6.4 <u>Earnest Money</u>: Earnest Money Deposit of Rs.16,800/- (Rupees Sixteen thousand eight hundred) only may be remitted by RTGS / NEFT.
  - After the award of the contract, the Earnest Money will be refunded without interest on application to all unsuccessful bidders. The Earnest Money of the successful bidder shall be returned after one month from the successful Installation & Commissioning of the awarded Instrument/s functioning successfully and after deposit of Security Money. In case the successful bidder fails to accept the Contract or fails to deposit Security Money, the EMD will be forfeited. The Kolkata based Bidders shall provide the Bank account details for refund of the EMD through ECS. Wherever ECS facility is not available, the EMD will be refunded through NEFT / RTGS for which Bank Charges is to be paid by the bidder; necessary information in this regard need to be furnished by the Bidders.
- 6.5 <u>Site Visit</u>: ALL INTENDING Bidders may visit the site at their own expense, prior to submission of tender for assessing the job requirement under consideration for the above contract with the prior permission from the Chief Medical Officer. No clarification will be made to the intending Bidder regarding location site after this and the decision of the Chief Medical Officer, Kolkata Port Trust shall be final & binding in this regard.

#### **SPECIAL CONDITIONS OF CONTRACT:**

- 1) <u>PERIOD OF VALIDITY OF OFFER</u>: The offer should be VALID for a period of not less than 120 (one hundred and twenty) days from the date of opening of the PRICE BID.
- 2) <u>WITHDRAWAL OF TENDER</u>: Withdrawal of tender / offer in the interval between the closing date for submission of e-Tender and the expiry of the period of its validity will result in forfeiture of Earnest Money.
- 3) <u>CANCELLATION OF TENDER:</u> The Chief Medical Officer, KoPT, reserves the right of accepting or rejecting any offer partially or wholly without assigning any reason thereto.
- 4) <u>REJECTION OF TENDER DOCUMENTS:</u> Bidder is expected to examine the Tender documents including all Instruction Forms, Terms & Conditions, and Technical Specifications in Tender documents. Failure to furnish the requisite information as per the NIT or submission of tender not substantially responsive to the tender documents in every respect may result in the rejection of the tender.
- 5) AMENDMENT OF TENDER DOCUMENTS:
  - i. At any time prior to the deadline for submission of tenders, the Chief Medical Officer for any reason whether at his own initiative or in response to a clarification required by a prospective Bidders may modify the Tender Documents.

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- ii. The amendment shall be part of the Tender Documents and will be notified by publication in the KoPT's website / Central Public Procurement Portal and will be binding on the prospective Bidders.
- iii. All the intending Bidders are advised to keep close watch on the website of KoPT / CPP Portal in their own interest.
- bearing on the technical evaluation of the Techno-Commercial Bid of the respondent Firm/s, the Chief Medical Officer at his discretion may ask the Bidder/s to make arrangement to demonstrate the offered item(s) & its functioning for inspection by a Technical Committee to be formed by the Chief Medical Officer, either at the Centenary Hospital KoPT / one or more sites where the item(s) is / are already installed (within Kolkata) or at its own premises. The demonstration will have a bearing on the technical evaluation of the equipment(s). The transport arrangement for the Committee Members will be arranged by KoPT.

#### 7) **PRICE**:

- a) Net Basic Price of the tendered out item after all charges except GST Unconditional Discount, if any, must be quoted in Price Bid in I.N.R. only. Any Conditional Discount will not be considered for the purpose of Inter-se position.
- b) All other charges should be inclusive of Basic Price except the Training Charges to Doctor, if any, and should be mentioned separately under A/c heading "Training Charges, if any", in the Price Bid.
- c) The prevailing rates of GST etc. if any applicable must be mentioned separately in the Price Bid in e-Tender platform. Rate of GST in full **in Percentage only** may be stated as GST on CAMC if any, also to be mentioned.
- d) Total Prices including of each and every Optional Item/s if any, Spare Parts, Consumables etc. which are not covered under Warranty and required to be changed periodically during Warranty and CAMC Period of 5 (Five) years are to be stated clearly. Details List and individual Cost of such Items are to be furnished and Uploaded in the Techno-Commercial Bid.
- e) Charges of CAMC for (5) five years to be declared in Price Bid. The CAMC for Five years will commence immediately after successful completion of the Warranty period of two years.
- f) The Charges for Calibration as per ISO 9001:2008 specification if applicable should be inclusive in the offer.
- g) The bidder must keep it in mind that the instrument is for the Hospital of KoPT and the rates of each and every item will be same as those quoted to Govt. Hospital. An undertaking to this effect is to be uploaded by all the participating bidders at the time of submission of Techno-Commercial Bid.

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- h) No price escalation is admissible other than statutory increase in Taxes & Duties etc. against documentary proof.
- i) Price Bid should be FREE FROM ANY EXTRANEOUS CONDITIONS.

#### 8) **SECURITY DEPOSIT**:

- a) The tender is subject to Security Deposit for an amount of Ten percent (10%) of the value of the Contract which is to be submitted by the successful bidder either by Demand Draft / Pay Order / Banker's Cheque drawn on a Scheduled Bank and in favour of Kolkata Port Trust payable at Kolkata and to be submitted with the Treasurer of Kolkata Port Trust, 15, Strand Road, Kolkata-700 001 and the self attested photo copy of Treasury receipt is to be submitted to Medical Dept. or in the form of Bank Guarantee issued by any Scheduled Bank/ Nationalized Bank to ensure due performance of the contract, within 30 days from the date of placement of order and the said amount will be retained by the Port Authority as Security Deposit.
- b) Bank Guarantee for Security Deposit should remain valid for a period of 60 days in excess of / beyond the date of completion of all contractual obligations of the supplier including Warranty period.
- c) The Security Deposit so deposited will be refunded without any interest only after 60 days from the date of successful completion of Warranty Period and only on entering into the CAMC Contract with KoPT.
- d) The proceeds of the Security Deposit shall be forfeited to the Kolkata Port Trust as compensation towards any loss resulting out of the Vendor's failure to execute the Contract.
- 9) EVALUATION CRITERIA: Evaluation of the tender shall be made on the Lowest Price Offered of the tendered out item after adjusting Unconditional Discount if any, and CAMC rates for 5 (Five) years and Cost of Optional Items / Spare Parts / Consumables if any, required to be changed periodically, taken together (as appears at Row SI. No. 1(h) of the BOQ Appendix-C) from among the Techno-Commercially qualified bidders. Applicable Taxes & Govt. duties, GST, etc. will also be considered at the time of evaluation of Price Offer and will be paid extra at actual on submission of valid documents / papers.
- 10) <u>LICENCES AND PERMITS</u>: The awarded Vendor shall be liable for obtaining all Licenses and Permits with respect to the goods supplied by him.

#### 11) PERFORMANCE SECURITY BOND

The successful bidder shall have to furnish the Performance Security in the prescribed format to be provided by KoPT along with the confirmed Order.

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#### 12) **DELIVERY**:

- 12.1 As the item is required urgently, the Bidder must mention the earliest delivery, installation and commissioning period for the tendered item. In any case, this period including Installation & Commissioning should not be more than 60 (sixty days) from the date of placement of order. Installed equipment will be under observation of the KoPT authorities for a period of one month from the date of successful commissioning of the Equipment. The awarded Vendor shall arrange for proper and appropriate demonstration of the equipment to the satisfaction of the Technical Committee as may be formed for the purpose after which the equipment shall be said to be successfully commissioned. The Completion Certificate will be issued after one month of satisfactory performance of the Equipment. Warranty period shall be reckoned from the next day of issue of Completion Certificate of the equipment. Arrangement regarding delivery, loading / unloading, installation & commissioning etc. will be to the Seller's account.
- 12.2 The ordered material will have to be appropriately installed at the Centenary Hospital with prior permission of the appropriate authority at least 7 (Seven) working days in advance. Site inspection may be done prior to delivery if necessary, at Bidder's own cost.
- 12.3 Since the tender is for Supply, Delivery, Installation and Commissioning, prices quoted must be F.O.R. Centenary Hospital and should include all charges that may be necessary for successful commissioning. KoPT shall not bear any charges, which the Bidder may have to bear prior to commissioning and handing over of the instruments.
- 13) TAX Clause i) GST as applicable will be paid extra on the quoted prices
  - ii) Supplier/ Service Provider to confirm that GST amount charged in invoice is declared in its returns and payment of taxes is also made.
  - iii) The supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Kolkata Port Trust, then payments to supplier/ Service Provider to the extent of GST relating to invoice/s under mismatch may be retailed from payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and the credit of GSTN so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

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# KOLKATA PORT TRUST



Centenary Hospital, Medical Department

Notice Inviting Tender for Supply, Delivery, Installation & Commissioning of 2(Two) No. Two Body -MORTUARY CABINET , under buy back offer of 1 (one ) No for use at Centenary Hospital of Kolkata Port Trust.

Tender No. MED / PR / ADVT / 275R/ 19-20/ 120

Dated:08/4/2019

- iv) Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to non compliance of Tax laws by the supplier/ Service Provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier / Service Provider shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- v) Supplementary invoices/ Debit Note/ Credit note for price Revisions to enable Kolkata Port Trust to claim tax credit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- vi) Purchase Order/ Work Order shall be void, if at any point of time you are found be to a black listed dealer as per GSTN rating System and further no payment shall be entertained.

#### Change in Law Clause :-

- a) Any statutory levies, taxes, duties, cess, etc , imposed by central / state/local authorities by way of fresh notification subsequent to the Purchase Order, but within the stipulated delivery period, shall be recovered separately.
- b) Any additional cost or benefit impacting the contracting price from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the contract, then the parties agree to an adjustment to the contract price to reflect the financial impact of such "Change In Law."
- 14) <u>WORKMEN CONPENSATION</u>: The successful bidder must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at the point of delivery at KoPT site, under Workmen Compensation Act, Fatal Accident Act and Personal Injuries Insurance Act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.
- 15) **TRAINING TO DOCTOR**: The successful bidder has to arrange Training of the Doctor and Technicians of the Centenary Hospital, KoPT, at least for 7 days for operation and handling of the ordered Equipments supplied by them at their cost.

#### 16) WARRANTY:

- a) The Bidder must provide a Warranty of at least 24 months for each equipment as well as all parts and accessories, from the date of successful commissioning and handing over of the Equipments to KoPT at the Centenary Hospital.
- b) The successful Bidder shall make good at his own expenses all defects due to faulty design, material and workmanship, which may, during the Warranty period of 24 months (from the date of successfully commissioning), develop under proper use within 3 (Three) days from the receipt of report from the appropriate authority of the hospital. If any difference of opinion arises on any of the provisions of this clause, the decision of the Chief Medical Officer shall be final and binding.

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- c) Failure to comply with the above at 17(b), KoPT will be at liberty to get the repair done and deduct the cost thereof from the amount lying with them as Security Deposit as far as possible & practicable. If the cost of such repairs exceeds the amount of Security Deposit, the successful Bidder shall pay the balance amount to KoPT. In the event of failure to comply above, Kopt will realise the excess amount from their pending bills if any.
- d) The Bidder/s should categorically mention the list of Spare Parts, Consumable Item/s, if any and prices thereof which are not covered under the Warranty Clause.
- 17) <u>TEST AND GUARANTEE CERTIFICATES</u>: The successful Bidder shall have to submit Manufacturers Test and Warranty Certificate(s) or Certificate from a Govt. / Govt. Registered / recognized / approved Test House or Laboratory with regard to the machine, its Accessories, Consumables, etc. where ever applicable, along with the supply.

#### 18) TERMS OF PAYMENT:

Payment will be made through ECS / NEFT / RTGS after **One Month** of successful running of the awarded Equipment at the Centenary Hospital, KoPT, on submission of Bill complete in all respects and other related documents as per agreement viz. Acceptance Certificate of the supplied Equipment issued by the Doctor of Radiology Deptt. of Centenary Hospital, Receipted Challan, GST Registration Certificate, Income Tax PAN, Bank details, etc.

No advance payment will be made at any stage prior to Supply, Delivery, Installation and Commissioning of the items.

19) <u>RISK PURCHASE CLAUSE</u>: Any default in the supply or failure to deliver an approved quality or ordered material within the time stipulated may involve purchase of the whole or any portion of the supply remaining undelivered or unapproved from any other source at the risk and expenses of the defaulting Supplier.

# 20)LIQUIDATED DAMAGE:

- On receipt of Award of Contract, if the Contractor fails to carry out the contract within the delivery period, or such extension thereof as communicated by the Chief Medical Officer in writing, the Contractor shall pay as compensation (Liquidated Damage) to KoPT and not as a penalty,  $\frac{1}{2}$  % (half percent) of the total value of work (Contract Price) for every week or a part of a week for which the work remains unfinished provided the entire amount of compensation to be paid under the provisions of this Clause shall not exceed 10% of the total Contract value.
- 20.2 KoPT may without prejudice to any of its legal rights, KoPT shall have the power to recover the said amount of compensation / damage, from any money due or likely to become due to the contractor. The payment or deduction of such compensation/damage shall not relieve the contractor of the obligation to

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commence the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Chief Medical Officer, the work may be ordered to be completed by any other agency at the risk and expense of the Contractor, after a minimum of three days' notice in writing has been served to the Contractor by the Chief Medical Officer or his Representative.

#### 21) AFTER SALES SERVICE:

The selected bidder must clearly mention the facilities for providing after-sales servicing and maintenance of the equipment after the expiry of the Warranty period. The selected bidder must clearly mention the details of setup / arrangement available in and around Kolkata for attending any breakdown call. After expiry of the Warranty period, the selected bidder will have to enter into Comprehensive Annual Maintenance Contract for the supplied equipments. The Terms & Conditions of the Comprehensive Annual Maintenance Contract shall be as follows:

- a. The rate for Comprehensive Annual Maintenance Contract (CAMC) shall be quoted for 5 (five) years. The bidder shall ensure supply of all Spares including Consumables for providing maintenance support during the declared Life Span of the equipment after successful completion of the Warranty period.
- b. Bidder must mention about the commitment regarding the number of routine preventive maintenance / check up that shall be undertaken. In the event the preventive maintenance is not done according to the scheduled time, proportionate deduction will be made from the CAMC charges. Further, the Bidder must provide check list after each of the preventive maintenance, breakdown, repair and calibration and it should be done as per ISO / National / International standards.
- c. The response time under the normal circumstances should be 24 hours for any repair reported to the bidder over phone, subsequently followed by email and shall not exceed 24 hours from the time of reporting of any breakdown call. If the selected bidder fails to attend such breakdown calls within the stipulated time as mentioned above, a penalty will be imposed @ 0.5% of Comprehensive Annual Maintenance Contract Value per day's delay or part thereof from the time of reporting, subject to a maximum of 10% of the Comprehensive Annual Maintenance Contract Value.
- d. The equipment should be repaired and commissioned on the day of attending the breakdown call or within the next two days time. In case it is not possible due to valid reasons (major fault, replacement of spare parts not readily available etc.), which is accepted by the Chief Medical Officer, then the same must be commissioned within 1 week's time from the date of break-down call. Non-

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acceptance of reasons for delay by the Chief Medical Officer / non-commissioning of equipments within 1 week (if allowed) will attract penalty and the Vendor will have to pay to the Trustees @ 0.5% of the CAMC value for each day's delay thereafter subject to a maximum of 10% of the CAMC Value. However, the Chief Medical Officer will be at liberty to get the CAMC repair done by outside agency and deduct the cost thereof from the Vendor from any amount lying outstanding. In case the cost exceeds such amount the Vendor should pay the balance amount to KoPT. These however will not relieve the Bidder from his obligation & liabilities under the Contract. In exceptional circumstances, the Chief Medical Officer may allow extension for such period as is considered reasonable without imposing penalty, against written application of the Vendor.

- e. The Comprehensive Annual Maintenance Contract rate must be inclusive of transportation of materials and persons attending the calls. No arrangement for transport and stay will be made by Kolkata Port Trust. The items for which CAMC is not applicable should be clearly mentioned. Details of Consumable items which are not covered under CAMC should be mentioned clearly as individual items.
- f. Payment for the Comprehensive Annual Maintenance Contract of each year shall be made to the Vendor every year in two installments of 50% of annual CAMC charge basis. The payment shall be made through ECS / NEFT / RTGS generally within 30 days after expiry of every six months. Else payment of the Comprehensive Annual Maintenance Contract on yearly basis shall be made in advance if, 110% of the said advance amount is covered by a Bank Guarantee and is submitted by the Contractor for the said period. The validity period of the said Bank Guarantee may be allowed to extend up to the next annual CAMC period in order to cover the Comprehensive Annual Maintenance charges.
- g. If the performance of the party is found unsatisfactory or otherwise, the CAMC may be cancelled or may not be renewed at the discretion of the Chief Medical Officer without assigning any reason.
- 22) <u>FORCE MAJEURE</u>: In the event, the contractor / KoPT being prevented from fulfilling its obligation or part thereof arising out of this contract, due to any Force Majeure event like acts of God (flood, earthquake etc) or war, civil commotion, strike etc., the affected party shall forthwith but in no case later than 48 hours from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate every 7 days during continuance of such event. The affected party shall upon cessation of such event, promptly informs the other party within 24 hours over phone followed by communication in writing and shall commence its obligation in part or in full arising out of this contract (within 48 hours from the date of cessation) that was kept suspended due to such events of Force Majeure.

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Dated:08/4/2019

23) **JURISDICTION**: The contract will be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.

The above Clauses shall be final and binding on both parties

Encl: Appendices/ Annex -A,B C D E and F Chief Medical Officer

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Dated:08/4/2019

# CHECK LIST [TO BE UPLOADED DULY FILLED IN AND SIGNED ALONG WITH TECHNOCOMMERCIAL BID IN PART- I]

1.	Whether all the requisite documents (duly attested) as per Clause No. 3 (Eligibility to Bid Clause of NIT) have been uploaded in e-tendering platform with the Techno-Commercial Bid, mentioning the number of papers uploaded. No. of documents:	Yes/ No	Page No
2.	Whether the documents viz. Order Copy and related Performance Certificates along with Job Completion Certificate in support of the Credentials (duly attested) is / are uploaded in e-tendering platform with the Techno-Commercial Bid.	Yes / No	
3.	Whether separate letter in Bidder's own letterhead confirming Unconditional Acceptance of Tender Conditions in full uploaded in e-tendering platform with the Techno-Commercial Bid.	Yes / No	
4.	Whether the Declaration to the effect that the rates of the quoted Equipment/s is / are same as those quoted to Govt. Hospital, uploaded in e-tendering platform with the Techno-Commercial Bid.	Yes / No	
5	Confirmatory letter from OEM as per tender Eligibility to Bid clause 3 sub clause (n)		

Note: Page no of each uploaded document in the Techno-commercial bid should be Provided along with covering letter of enclosure mentioning list of uploaded items with page no

Offer No	Authorized Signatory of the Tenderer
Date:	(with official Seal and date)

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Tender No. MED / PR / ADVT / 275R/ 19-20/ 120

Dated:08/4/2019

# Particulars of Deposit of the Cost of Tender Document & Earnest Money

# [TO BE UPLOADED DULY FILLED IN AND SIGNED ALONG WITH TECHNO-COMMERCIAL BID IN PART - I]

#### A. Cost of Tender Document:

Detail Particulars of deposit of Amount by RTGS / NEFT (Date of Remittance, Name of the Bank, & Branch, UTR No.)	Amount ( In Rs) Rs. 590/-
	Cost of Tender Document Rs 590.00 (Rupees five Hundred ninety ) only including 18% GST.

# B. <u>Earnest Money Deposit</u>:

Detail Particulars of deposit of Amount by	Amount
RTGS / NEFT	( In Rs)
(Date of Remittance, Name of the Bank, &	Rs. 16,800/-
Branch, UTR No.)	
	Earnest Money Deposit of
	Rs.16,800/- (Rupees Sixteen
	thousand eight hundred ) only

Offer No	Authorized Signatory of the Tendere
Date:	(with official Seal and date)

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Dated:08/4/2019

#### APPENDIX-'A'

[TO BE UPLOADED DULY FILLED IN AND SIGNED ALONG WITH TECHNO-COMMERCIAL BID IN [PART - I]

Name of the Firm / Bidder:	
Name of the Authorized Signatory:	
Official Address:	
Phone No.:	FAX:
E-Mail:	Cell Phone No.:
Trade License No. / Certificate of Inc	orporation:
PAN / TAN(A	ttach attested Photocopy) GST Registration Certificate
Bank Particulars: Name of the Bank /	Branch
Account Type:	A/C No.:
MICR No:	IFSC Code No.:
	<u>DECLARATION</u>
Conditions of the Contract and the T prices set out in the annexed Bill of G event of our tender being accepted i Specifications, Bill of Quantities, Ge	accordance with the Specifications, Bill of Quantities, General Terms and Conditions as stated in the tender and at rates and Quantities within the time period as stated in the tender. In the in full or in part, We also hereby agree that the said Tender, neral Conditions of Contract and the Terms and Conditions as e acceptance thereof in writing by or on behalf of the Trustees
commercial bid of the tender is Iden Procurement Portal. In case the same i	rd copy of tender being submitted (uploaded) in the technotical to the one downloaded from your website / Central Public s found altered / modified in any way, we will be held responsible tion forthwith and we may also be barred from participating in erence to us.
	as never been banned or de-listed by any Government or, Quasi- claration is found incorrect in future, our offer will be liable for
Offer No/ 2019 Date:// 2019 Place:	Signature of the Authorized Signatory of the Tenderer (with official Seal and date)

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Dated:08/4/2019

# APPENDIX 'B' TECHNO-COMMERCIAL SPECIFICATIONS AND SCHEDULE OF QUANTITIES

The following equipments have to be supplied, installed, and commissioned at Centenary Hospital. Detailed Users' Manual must be supplied with the equipment.

The complete and detailed technical specifications must be enclosed along with this offer.

SI.	Name of the Equipment	Specifications		Quantity
1	Mortuary	Storage Capacity ::	2 Cadavers in 2 separate chambers	2 No.
	Cabinet	Temperature Range ::	-2°C to + 5° <i>C</i>	
		Temperature :: Controller	Micro-processor controlled / digital / electronic Temperature indicator-cum- Controller	
		Voltage Stabilizer ::	Inbuilt or as external attachment	
		Alarm ::	Audio-visual alarm	
		Exterior & Interior ::	Exterior and interior stainless steel / pre-painted GI sheet	
		Internal Illumination ::	Vapour Proof Incandescent Lamp	
		Insulation ::	Thick Polyurethane Foam (PUF) sandwich panels, minimum 50 mm. thick.	
		Tray ::	One piece stainless steel tray travel on rollers with manual / automatic locking system.	
		Refrigerant ::	Environment friendly CFC free cooling	
		Air Circulation ::	Forced Air Circulation	
		Power Supply ::	230 <u>+</u> 10 Volts AC, 50 Hz.	

Offer No.	Signature of the Authorized Signatory of the Tendere	
Date:// 2019	(with official Seal and date)	
Place:		

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Dated:08/4/2019

# Mandatory Requirement

- 1) DIRECT PRESENCE OF PRINCIPAL COMPANY OR ITS AUTHORIZED AGENT / DEALER / DISTRIBUTOR / STOCKIST IN INDIA.
- 2) SERVICE CENTRE FACILITY IN KOLKATA.
- 3) COST OF CONSUMABLES / DISPOSABLES AND THOSE SPARES WHICH ARE NOT COVERED UNDER WARRANTY / CAMC, REQUIRED TO BE CHANGED PERIODICALLY WITHIN THE DECLARED LIFE SPAN ARE TO BE DISCLOSED.
- 4) EUROPEAN CE/ISO CERTIFICATION

Offer No.	Signature of the Authorized Signatory of the Tenderer
Date://2019	(with official Seal and date
	Place:

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Dated:08/4/2019

# BILL OF QUANTITIES (APPENDIX - C)

(Following information must be entered Online in the given format while submitting E-Tender. This must not be filled in and required to be submitted / uploaded as a scanned copy and should not be submitted offline.)

1	2	3	4
SI. No.	Item	Tender Quantit	Total Amount In (Rs)
		У	in figure & in Words
Item No. 1	Basic Net Price of 2 Nos Body MORTUARY CABINET	2(Two) No.	Price not to be quoted here.
1(a)	Plus GST in % on Row No. 1		Price not to be quoted here.
1( b)	Less buy back offer of 1 No 4 Body Mortuary Cabinet (Brand Yorker) including GST.	1 NO	Price not to be quoted here
1(c)	Plus Training Charges to Doctors if any, in Rupees.	2 No	Price not to be quoted here.
1(d)	Plus Total Cost of Optional Items / Spare Parts / Consumables, etc, if any. in Rupees which are not covered under warranty and CAMC period.	2 Nos	Price not to be quoted here.
1(e)	Plus GST in % on Row No. 1 (d)	2 Nos	Price not to be quoted here.
1(f)	Plus Total Rate of CAMC for 5 years in Rupees	2 Nos	Price not to be quoted here.
1(g)	Plus GST on CAMC in % only	2 NOs	Price not to be quoted here.
1(h)	Grand Total in Rs.		Price not to be quoted here.

Note:

a) Only Net Basic Price of 2 BODY MORTUARY CABINET \_after adjusting (Basic Price less Unconditional Discount) is to be mentioned in the Price Offer. Any Conditional Discount should not be considered for the purpose.

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Dated:08/4/2019

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b) Detail List & individual Cost of Optional Items / Spare Parts / Consumables, required to be changed periodically if any during Warranty and CAMC period of Five years (not covered under Warranty) are to be mentioned separately and to be uploaded in Techno-Commercial Bid and will be considered at the time of evaluation of Price Offer.
 Offer No. \_\_\_\_\_\_\_ Signature of the Authorized Signatory of the Tenderer under Seal.

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Tender No. MED / PR / ADVT / 275R/ 19-20/ 120

Dated:08/4/2019

#### ANNEXURE -D

[ DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTER HEAD, SIGNED, SCANNED AND UPLOADED ] Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document Ref. No..... Date ..... The Chief Medical Officer Centenary Hospital Kolkata Port Trust, 15 Strand Road Kolkata - 700 001 Ref Tender No: MED/PRADVT/275R/19-20/120 dated 08/4/2019 Dear Sir, I/We, .....(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, and Addenda/corrigendum, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda/corrigendum if any I/We are submitting this undertaking in lieu of submission of signed copy of the full tender document GCC and Addenda/ corrigendum Yours faithfully, Signature of Tenderer..... Name: ..... Designation: Date: Seal of the tenderer.....

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# KOLKATA PORT TRUST



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Tender No. MED / PR / ADVT / 275R/ 19-20/ 120

Dated:08/4/2019

# ANNEX- E

#### Format of Affidavit

(On Non - Judicial Stamp Paper worth Rs. 10/-)

To be filled up and submitted offline before the due date

# BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT AFFIDEVIT

I	aged aboutyear, by birth
Ву о	occupation, do hereby solemnly affirm and
decla	are as follows :-
	HAT I am the proprietor/ partner of having office at and carrying on business on the said name and style.
	HAT my aforesaid firm is exempted from E.S.I Act and the said firm has no valid E.S.I egistration.
3. TI	HAT the present affidavit is to be file before the Kolkata Port Trust as per the clause 4
su	ub clause ( ii ) of the Tender No MED/ PR/ADVT/275R/ 19-20/120 dated 08/4/2019
is	sued by Kolkata Port Trust in respect of the work "Supply, Delivery, Installation &
Co	ommissioning of 2(Two) No. MORTUARY CABINET , under buyback offer of 1 ( one ) No
fo	or use in Centenary Hospital of Kolkata Port Trust. at Centenary Hospital of KoPT.
TI	HAT the statements made are true to the best of my knowledge and belief.
Ir	ndemnified by me Deponent

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# KOLKATA PORT TRUST



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Tender No. MED / PR / ADVT / 275R/ 19-20/ 120

Dated:08/4/2019

# <u>APPENDIX - F</u> <u>INDEMNITYBOND</u>

(On the Non-Judicial Stamp Paper worth Rs. 50/-)

Tender No MED/ PRADVT/ 275R/ 19-20/ 120 dated 08/04/2019

To be filled up and submitted offline before due date

By THIS BOND I, Shri / Smt -----, son of Shri / Smt -----

	Residing at by occupation the Partner / Proprietor
	/ Director having office at am a tenderer under Medical Department,
	Kolkata Port Trust (A statutory body under MPT Act, 1963)
2.	WHEREAS , the said Kolkata Port Trust asked the every tenderer, who is not covered under E.S.I
	Act or exempted, to furnish an Indemnity Bond in favour of Medical Department, Kolkata Port
	Trust against all damages and accident to the Labour/s of Tenderer / Contractor.
3.	NOW THIS BOND OF INDEMNITY WITHNESSTH THAT the Tenderer / Contractor named
	herein above shall indemnify the Kolkata Port Trust AGAINST ALL DAMAGES AND ACCIDENT
	OCCURRING TO THE Labour/s of the Tenderer / Contractor as demanded by the Kolkata Port
	Trust and which shall be legal and / or claimed by the Kolkata Port Trust during the execution of
	the work stated in the NIT No. MED/PR/ADVT/275R/19-20/120 Dated 08/4/2019.
4.	AND the Contractor hereunder agrees to indemnity and at all times keep indemnified the Kolkata
	Port Trust and its administrator and representative And also all such possible claim or demand for
	damages and accidents.
_	
Ιn	WITNESS WHEREOF I, the Partner / Proprietor /
Dir	ector Hereto set and seal this the
	ay of In the year at
- Do	ay of In the year at (Signature of the Indemnifier)
- Do	ay of In the year at (Signature of the Indemnifier) eties
- Do	ay of In the year at (Signature of the Indemnifier)  eties  Signature
- Do Sur 1	ay of In the year at (Signature of the Indemnifier)  eties  Signature  Name:
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- Do Sur 1. : N A 2.5	Signature of the Indemnifier)  eties  Signature  Jame:  ddress:  gnature  gnature  gnature
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