

**TENDER DOCUMENT
KOLKATA PORT TRUST
MM DIVISION, KOLKATA DOCK SYSTEM
6 GARDEN REACH ROAD
KOLKATA 700023**

**LIMITED TENDER FOR SUPPLY OF VARIOUS GENERIC MEDICINE FOR CENTENARY
HOSPITAL UNDER KOLKATA DOCK SYSTEM ON TWO-YEAR RATE CONTRACT
NOTICE INVITING TENDER No. STR./Advt/19/19-20/Medicine/G3 Dated: 13/06/19**

TENDER NOTICE:

1. Materials Management Division under Mechanical & Electrical Engineering Department of Kolkata Port Trust invites offers under single part system for the supply of various Generic Medicine against Two-Year Rate Contract for the Centenary Hospital, Kolkata Dock System as per the technical specifications contained herein the tender documents.
2. For this purpose, offers in Single parts are invited from the following Firms:
 - (i) AJANTA PHARMA LTD.
 - (ii) CIPLA LTD.
 - (iii) CENTAUR PHARMACEUTICALS PVT. LTD.
 - (iv) DWD PHARMA CEUTICALS LTD
 - (v) FDC LTD.
 - (vi) GLENMARK PHARMACEUTICALS LTD.
 - (vii) KLARSENEN
 - (viii) LUPIN LTD.
 - (ix) SUN PHARMACEUTICAL INDUSTRIES LTD
 - (x) SUNWAYS (INDIA) PVT.LTD
3. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Dock System.

Bid Document may be downloaded from CPP Portal (<https://eprocure.gov.in/eprocure/app/>) and KOPT website.www.kolkataporttrust.gov.in Corrigenda or clarifications, if any, shall be hosted on the above mentioned websites only.

SCHEDULE OF TENDER (SOT)

a TENDER NO.	STR./Advt/19/19-20/Medicine/G3 Dated: 13.06.2019
b. 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

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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 (Kolkata Port Trust):

1. Indrajit Ghosh
Materials Manager
Mob No. 9674720053
mm@kolkataporttrust.gov.in

2. N. Bhutia
Sr Dy Materials Manager
Mobile No. 9051888657
nbhutia@kolkataporttrust.gov.in

3. Bharat Kumar
Executive Engineer
Mob No. 9454226779
bharatkumar@kolkataporttrust.gov.in

Contact persons (CPP Portal):

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

Annexure-B

SCOPE OF WORK COMMERCIAL TERMS & CONDITIONS

Concurrence and remarks for all commercial terms & conditions will be taken on-line.

1. **ELIGIBLE TENDERERS**
 - (I) Firm as indicated at point 2 of NIT, Page-1
 - (II) Must have Permanent I.T. A/c No & GST Certificate. (Certificate to be uploaded).
2. **PRICE BID**
 - 2.1 Price quoted by the tenderer shall remain fixed and valid until completion of the contract and will not be subject to variation on any account, except statutory levies for which documentary evidence is to be submitted.
 - 2.2 Price Fall Cause : Where there is a downward revision of price, the manufacturer or Marketing Medicine Companies would be required to provide the Revised MRP, Date of Revision, the Batch No. and Lower Price in same proportion to the quoted price vis-à-vis Original MRP. No upward Price Revision is applicable.
3. The taxes, duties and levies should be clearly mentioned .MRP of the quoted items are also to be mentioned.
4. **PERIOD OF VALIDITY OF OFFERS**

Prices offered in BOQ shall remain valid for evaluation for **120 days** from the date of opening of the Tender.
5. Full particulars as to specification, brand and makers name as must be applicable and delivery schedule, etc. should be stated, failing which the tender may not be considered.
6. **REJECTION OF TENDER DOCUMENTS**

Tenderer is expected to examine the Tender documents including all instruction forms, terms, and specifications in Tender documents. Failure to furnish the information required as per the Tender Documents or submission of e-tender not substantially responsive to the tender Documents in every respect may result in the rejection of the tender.
7. **BIDDERS RESPONSIBILITY TO SATISFY HIS QUERIES**

The tenderer may visit and inspect the site on his own responsibility and obtain all information that may be necessary for the purpose of his tender offer. No excuse of ignorance as to site conditions and local information will be accepted in the event of his not visiting the site/other equipments. All costs, charges and expenses that may be incurred by the tenderer in connection with the preparation of his tender shall be borne by him and the Trustees accept no liability whatsoever in this regard.
8. **CLARIFICATION OF TENDER DOCUMENTS**

Prospective tenderers requiring further information or clarification of the Tender Documents may notify the Materials Manager in writing by Fax at the Materials Manager's mailing address indicated in the invitation for tenders within a reasonable time prior to the time of submission of tender.
9. **AMENDMENT OF TENDER DOCUMENTS**
 - a) At any time prior to the deadline for submission of tenders, the Materials Manager for any reason whether at his own initiative or in response to a clarification required by a prospective tenderer may modify the Tender Documents.
 - b) The amendment, if any shall be part of the Tender Documents and will be notified by publication in the KoPT website and CPP Portal as corrigendum and will be binding on the prospective Tenderers.
10. **SPECIAL INSTRUCTION:**

- i. In a tender, either the Indian agent on behalf of the principal/ O.E.M or Principal/ O.E.M itself can bid but both can't bid simultaneously for the same item / product in the same tender.
 - ii. If any agent submits bid on behalf of the Principal/O.E.M the same agent shall not submit a bid on behalf of another Principal/ O.E.M in the same tender for the same item /product.
11. OPENING OF TENDERS
 - i. The tender will be opened online. Tenderers can see the Technical and price in their login once it is opened.
 - ii. To assist in the examination, evaluation and comparison of tenders, CMO/Materials Manager may, at his discretion, ask the tenderer for a clarification of their offer. All responses to requests for clarification shall be in writing and no change in the price or substance of the tender shall be permitted.
12. The Tenders will be evaluated by Kolkata Port Trust and only those offers which are substantially responsive to the specifications and terms and conditions will be short listed. Further processing, discussion, etc. will be held only with the short listed tenderers. The Earnest Money Deposits of all tenders will be retained by Kolkata Port Trust and will be returned after finalization of the tender.
13. The Earnest Money Deposit of only the successful bidder will be refunded only on receipt of requisite security money by Kolkata Port Trust.
14. A bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted.
15. WITHDRAWAL OF TENDERS
Withdrawal of tender/offer in the interval between the closing date for submission of tender and the expiry of the period of its validity specified in the tender will result in forfeiture of Earnest Money.
16. RIGHT TO ACCEPT ANY TENDER OR REJECT ANY OR ALL OFFERS:
KoPT reserves the right to accept or reject any tender and/or part thereof, without assigning any reason. KoPT reserves the right to annul the tendering process and reject all the tenders at any time prior to award of contract, without thereby incurring any liability to the affected tenderers or any obligations to inform the affected tenderers the reason for such actions.
17. NOTIFICATION OF AWARD:
The Chief Mechanical Engineer shall notify the successful tenderer in writing or by fax or by email to be confirmed in writing that their offer has been accepted.

Successful bidders may appoint distributors for the execution of the contract, by providing current unconditional authorization letter on the letter-head of the successful bidder and it has to remain valid till the currency of the contract and the principal has to take all liability in case of any breach of contract, quality of product till the last date of expiry specified in the supply. Distributors would also be allowed to receive payment on behalf of the successful bidder, if the authorization letter says so.
18. INDEMNITY: The contractor shall indemnify the KoPT during the various stages of execution of the contract, regarding damages, losses of or injury to, death of-
 - i. Third parties
 - ii. Contractor's facilities and equipment
 - iii. Contractor's personnel
 - iv. KoPT's facilities and equipment, including the goods supplied under the contract
 - v. KoPT's personnel

KoPT shall not be liable for any claims for damage to property, injury or death of personnel of the contractor including his casual workmen etc.

19. BID SECURITY (EARNEST MONEY):

The tender is subject to Bid Security (i.e. Earnest Money) of Rs 5453/- (Rupees Five Thousand Four Hundred Fifty Three Only) which is to be submitted in the form of Banker's cheque or Pay Order or Demand Draft drawn on any Nationalized/Scheduled Bank having branch in Kolkata payable at Kolkata in favour of "Kolkata Port Trust" and the same is to be uploaded. The Bid Security (i.e. Earnest Money) in the form of Banker's cheque or Pay Order or Demand Draft are to be submitted in MM Division 6 Garden Reach Road or in the office of the Treasurer Kolkata Port Trust and the Treasury Receipt received from the office of Treasurer to be submitted at MM Division.

- a) Bid securities of the unsuccessful bidders will be refunded to them without interest at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract without any interest.
- b) Bid security will be refunded to the successful bidder on receipt of Performance Security.
- c) Bid security shall be forfeited if a tenderer withdraws his offer during the period of tender validity specified by the tenderer or if the successful tenderer fails to furnish the performance security deposit on being advised to deposit the same within a specified time frame.
- d) Transfer of Bid Security from any deposits shall not be considered.
- e) The single qualified bidder against the first invitation of tender, if participates in the second or subsequent invitation, will have the option to have the EMD already furnished to count for the second or subsequent invitation, provided the validity of the Banker's Cheque / Demand Draft / Pay Order is suitably extended by the party, where applicable. However, in case of upward revision of the estimated cost in the second or subsequent invitations of bids, the party will be required to submit the difference of EMD.
- f) Tender without Bid security from firms other than those registered with DGS & D, NSIC Ltd or MM Division for the items tendered for would be treated as unresponsive and rejected by KO.P.T.

20. PERFORMANCE SECURITY:

- a. The tender is subject to Performance Security for an amount of five per cent (5%) of the value of the contract - which is to be submitted by the successful bidder/s in cash or in the form of Bank Draft/Pay Order drawn on any Nationalized/Scheduled Bank payable at Kolkata in favour of "Kolkata Port Trust", to the Treasurer, Kolkata Port Trust, 15, Strand Road, Kolkata-700 001 and the copy of Treasury receipt is to be submitted to MM division within the time limit as might be intimated to ensure due performance of the contract.
- b. The proceeds of the security deposit shall be payable to Kolkata Port Trust as compensation for any loss resulting out of the tenderers failure to execute the contract.
- c. Kolkata Port Trust will return the security deposit without any interest as expeditiously as possible after the date of completion of Warranty period(s).
- d. In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order will be cancelled.

21. Exemption: **No Exemption from submission of Performance Security is allowed.**

22. The Chief Mechanical Engineer does not bind himself to accept lowest of any tender or assign any reason for non-acceptance. He also reserves to himself the right to accept any tender in

part or in whole. The Chief Mechanical Engineer also reserves the right to take up to 110% of the quantities accepted by the Trustees.

23. 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 dealer/distributor /accredited agents in respect of any payment due by the Trustees against any such order.**However Successful bidders may appoint distributors for the execution of the contract, by providing current unconditional authorization letter on the letter-head of the successful bidder and it has to remain valid till the currency of the contract and the principal has to take all liability in case of any breach of contract, quality of product till the last date of expiry specified in the supply. Distributors would also be allowed to receive payment on behalf of the successful bidder; if the authorization letter says so.**
24. If delivery of material is not made within the time undertaken, the order may be cancelled without notice. Unless otherwise mentioned all offers will be considered for immediate delivery ex-stock, time being the essence of the contract in this respect.
25. Any default in the supply or failure to deliver an approved quality within the time stipulated shall involve purchase of the whole or any portion of the supply remaining undelivered or unapproved from another source at the risk and expenses of the supplier.
26. All parties quoting should state clearly in bold letters the **% of taxes and duties GST (CGST, SGST or IGST as applicable)** etc. that will be charged against any item as guidance at the time of placing order.
27. **L. D. Clause** – **½ % per week** with effect from stipulated date of delivery subject to maximum **5%** of the order value. GST (at applicable rate) on the amount of L.D. at rate applicable would be payable by the supplier.
28. Rate of GST in full may be stated as **KoPT does not furnish 'C' or 'D' form.**
29. Conditional discount: Evaluation of tenders will not be made on conditional discount if any offered by the firm/s.
30. **JURISDICTION:** The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
31. **ARBITRATION:** For the instant tender no Arbitration will be permissible. In case of disputes the decision of the Chief Medical Officer will be final and binding.
32. **PAYMENTS TERMS:**
Payment will be made by Finance Department within 30 days from the date of submission of clear bill in Medical Department along with Bank A/C particulars supported with where applicable clear acknowledged receipted copy containing inspection acceptance note of the material by the representative of the Medical Department as well as copy of the order along with other documents as required for processing the bill for payment through RTGS/NEFT/ECS.
The Bidder needs to submit all Bank Particulars like Account No. IFSC code, MICR Code and the same should be supported with a Cancelled Cheque. The payment will be made through RTGS/NEFT/ECS.
33. 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.
34. **THE OPENING DATE OF TENDER WILL NOT BE EXTENDED UNDER ANY SITUATION AFTER DUE DATE IS OVER.**
There will be provision of extension of the contract/s for 3 months after expiry of 2 year contract period.

35. BID CURRENCY: Price shall be quoted in I.N.R. only.
36. DELIVERY:
- i. The medicines will have to be supplied immediately on placement of the order and not later than 30 days (thirty days) from the date of issue of the respective part order failing which risk purchase may be made as per relevant tender condition. The Trustees also reserve the right to cancel the contract either in whole or in part at any time if supply is not made in terms of the order.
 - ii. Delivery is to be made "free of cost" at the Store of Centenary Hospital, KoPT, on all working days i.e. Other than KoPT holidays and Sundays, between 10 AM to 4 PM.
 - iii. Supplies to be made from fresh stock/ batch of the material with long expiry will be accepted and those having short left over life may not be accepted and returned at the discretion of the Chief Medical Officer, Centenary Hospital. In any case, material etc. Having less than $\frac{3}{4}$ th of shelf life will not be accepted, unless permitted by the Chief Medical Officer.
 - iv. If the material and other items are found defective, damaged and beyond the acceptable shelf life, they have to be replaced/ returned within 7 (seven) days , or such time as may be allowed by the Chief Medical Officer, or else the cost of the items will be deducted from the bills on pro -rata basis.
 - v. ORDER FOR CANCELLATION: Unless extension of delivery period is granted, the order for non-supplied items would stand automatically cancelled after expiry of the delivery schedule.
 - vi. Delivery can also be made through company authorised distributors with proper authorisation letters from the bidders/ tenderer on the letter head of the bidders/ tenderer, and payment can be made to the distributors also, if the tenderer desires so in writing.
37. LICENCES AND PERMITS: The contractor shall be liable for obtaining all licenses and permits with respect to the goods supplied by him. The contractor shall indemnify the KoPT against all claims arising out of the use of the software supplied by the Contractor.
38. If conditions above are not strictly complied with, the tender may not be considered.
39. A- SPECIAL CONDITIONS
- i. Name and local address, phone no and E Mail address of the tenderers may be stated in your quotation. Noncompliance of any or all of the conditions may render the tender liable for outright rejection.
 - ii. Rate quoted should be F.O.R. Centenary Hospital, KoPT, near Majherhat Bridge.
 - iii. Delivery is to be made directly to the Centenary Hospital, near Majherhat Bridge, Kolkata.
 - iv. Brand & maker's name must be stated.
 - v. Requirement as has been tabulated in annexure- C is based on the basis of last one year's procurement. Medicine will be drawn according to "as and when" required basis.
 - vi. The trustees' do not bind themselves to accept the lowest or any tender or assign any reasons for non-acceptance.
 - vii. Period of contract is Two year from the date of placement of order.
 - viii. Basic rate must remain firm during period of contract i.e. Two year from the date of placement of order.

- ix. Any variation or new imposition in the rate of taxes or duties must be submitted with the proof of documentary evidence issued by the competent authority.
- x. This being Hospital supply, the rates quoted should be same as those or less than those quoted to other Government/Reputed Private Hospitals. Tender Committee at their discretion may ask for the Institutional Price list.
- xi. The unit for each item of medicine would be "number". The rate will be considered based on the "number", and the total quantity rounded off to the multiple of pack size for evaluation.
- xii. Bidders are required to submit their pack size. Evaluation will be made on the basis of pack size, if other parameters are found to be in order.

B- SPECIAL CONDITIONS

- i. Delivery can also be made through company authorised distributors with proper authorisation letters from the bidders/ tenderer on the letter head of the bidders/ tenderer, and payment can be made to the distributors also, if the tenderer desires so in writing.
- ii. Distributors cannot deposit EMD.
- iii. EMD value cannot be reduced as per the prevailing GFR conditions.
- iv. Delivery should be made within 30 days after sending the e-mail to the bidder for supply of medicine as required from the Medical department of KoPT during the period of the contract i.e. for a period of 2 years.
- v. The cost of stamp papers and all other related expenses are to be borne by the bidders.
- vi. EMD cannot be converted into performance security.
- vii. The price of the successful bidder for an item will be compared with the price quoted by that particular company for that item in the ESIC RC, and the lower rate will be accepted. However considering that procurement is being made on generic basis any medicine having such generic composition having lower rate in ESIC RC would also be considered for acceptance.
- viii. Successful bidders may appoint distributors for the execution of the contract, by providing current unconditional authorization letter on the letter-head of the successful bidder and it has to remain valid till the currency of the contract and the principal has to take all liability in case of any breach of contract, quality of product till the last date of expiry specified in the supply. Distributors would also be allowed to receive payment on behalf of the successful bidder, if the authorization letter says so.
- ix. If the bidder is supplying directly from states outside West Bengal, Way Bill would be issued on receipt of specific request indicating all details required for issuing way bill and for that purpose such request must be placed not less than 14 days in advance and the way bill would be issued only to the authorised representative of the bidder/agent authorised by the bidder.
- x. The bidder has to submit suitable number of purchase orders to cover all the items for which quotations are submitted. The purchase order should be either from the government hospitals or from large private hospitals more than 250 beds as mentioned in the NIT.

40. NON-RESPONSIVE BIDDER:

An offer shall be considered non-responsive if the offer is: -

- I. Not accompanied with the E. M. Deposit.
- II. Not valid for 120 (One hundred and Twenty) days from the opening date of Techno Commercial Bid.
- III. Not accompanied with bid documents not signed and submitted in the manner indicated in the bid document.
- IV. Not in accordance with / deviation from the tender documents.
- V. In addition to above, a bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted.
- VI. Bidder shall not use white ink for correction at any place of the tender paper and supporting documents.
- VII. Offers non-conforming to the instructions as stated above shall be treated as non responsive and hence such offer/offers may be liable for disqualification.

Sd/-

Chief Mechanical Engineer

Annexure C

Schedule of Requirement
Specifications and Technical Details

TENDER No. Advt/19/19-20/Medicine/G3 Opening on 12.09.2019

SL NO	NAME OF MEDICINES	Qty in No.	Pack Size in No.	Offered Specification (If Specification is same please write "Yes" & write "Make/Brand") (No Other Specification/price will be accepted)	% of CGST (If applicable)	% of SGST (If applicable)	% of IGST (If applicable)
1	BRINZOLAMIDE EYE DROP 5 ML	700					
2	BUDESONIDE NASAL SPRAY 7.5 ML	600					
3	DIFLUPREDNATE EYE DROP 0.05 % 5ml	680					
4	ANTIBIOTIC+ANTIFUNGAL +STEROID EAR DROP	200					
5	EAR WAX SOFTNER DROP 5/10ml	100					
6	TIMOLOL MALEATE EYE DROP 0.5% 5ml	1000					

PRICE NOT TO BE QUOTED HERE. ALL PRICE TO BE FILLED ONLINE ONLY. ANY PRICE FILLED IN HERE WILL RENDER THE OFFER AS INVALID.

Mention the % of GST in above column (which is applicable)

TENDER No. Advt/19/19-20/Medicine/G3 Opening on 12.09.2019
(To be filled up and uploaded online)

CHIEF MECHANICAL ENGINEER
KOLKATA PORT TRUST

Sir,

1. I/We the undersigned hereby tender to supply the Trustees with such of the several articles or items enumerated in the accompanying list as you may select at the price stated therein and on terms as specified in the prescribed agreement.
2. A sum of Rs 5453/-(Rupees Five Thousand Four Hundred Fifty Three Only) either in the form of Banker's cheque or Pay Order or Demand Draft drawn from a Nationalized/Scheduled Bank in India having branches in Kolkata in favour of "Kolkata Port Trust" is to be furnished with the details viz. Banker's cheque or Pay Order or Demand Draft no.....dated.....Bank.....Branch.....
3. If my/our tender or any portion of it is accepted I/We agree within 10 days of receiving notice of acceptance to execute an agreement, in the prescribed form, and to deposit with the Trustees' Financial Adviser and Chief Accounts Officer, 5% of the value of the accepted Tender, this deposit to be at my/our option either in Cash or in Government of Kolkata Port Trust Securities or in National Savings Certificates to an equivalent market value. I/We understand that no interest will be payable on such deposit.
4. I/We agree that if I/We withdraw my/our tender before the receipt of advice of the Trustees decision or if after my/our tender has been accepted in Whole or in part. I/We fail to execute the Prescribed Agreement within ten days after such acceptance the earnest money deposited by me/us may be forfeited, and in the later case the Tender may be cancelled.
5. Notwithstanding anything hereinbefore contained and without prejudice any of the rights of the Trustees' and without in any way effecting any of my/our liabilities. I/We hereby agree and confirm that I/We have pursued and understood the terms and conditions and import of all the causes in the prescribed agreement, a copy whereof has been duly initialed by me/us for identification and submitted with the tender and I/We agree that the terms and conditions contained in the said prescribed agreement shall be deemed to form part of the terms and conditions of the tenders and I/We shall be bound by same.
6. I / We agree not to sub let or assign the Contract for supplies or any part thereof at any benefit there under.
7. I/We bind myself/ourselves to supply, if required to do so up to 110% of the quantities accepted by the Trustees.
8. I/We agree to bear the cost of stamping the agreement.
9. I/We agree that delivery of articles will not be completed until such articles are inspected and passed at destination by an officer of the Trustees whose decision shall be final until such inspection and passing the articles shall remain and or will continue to remain at my/our sole risk. The rates quoted include delivery at Store of Centenary Hospital, KoPT.
10. Unless otherwise specified in the order I/We undertake to deliver supplies not later than 24 hours from the receipt of the order if received by noon on a week day or the case of an order received later than noon, 48 hours after such receipt failing which a purchase may be made against me/us in the open market on my/our account and risk and additional cost incurred thereby may be received from the 5 per cent deposit made by me/us in terms of clause 3 or any other way that the Trustees may think fit and proper

11. I/We agree to all bills for articles supplied being prepared in and paid at the Trustees' Head Office by the existing mode which will absolve the Trustees from all liabilities whatsoever.
12. Samples if any where called for have been marked and labeled so as to correspond with items in the tender.
13. The articles supplied will be in strict accordance with the specification and or description in the Schedule.
14. The price quoted for net weight or net measurement but the prices include cost of containers and delivery to Kolkata Port Trust as stated in Tender document.
15. Rate unit have not been altered in the Tender and quotations have been entered in both figures and words.
16. The total value of each item has been shown in the column provided for that purpose.
17. Country of manufacturer has been stated.
18. Charge for work necessary for completion of Contract: - I/We agree to pay all charges for handling, stamping, painting, marking, protecting and preserving patent rights drawings, templates, models and gauges and for all such measures as may be deemed necessary for the proper completion of the Contract even although special provision thereof has not been made in the specification or drawings.
19. Indemnity Clause: - I/We agree to all times to indemnify the Trustees against all claims which may be made in respect of the several articles or items enumerated in the list attached hereto under any patent or other rights and accept responsibilities for all risk or accidents or damage from whatever cause arising; PROVIDED Always that in the Trustees shall notify me /us of same and I/We shall be at liberty at my/our own expense to take steps in the matter that I/We may think fit.
20. REMOVAL OF REJECTED STORES: - I/We agree to remove within a fortnight from the date of rejection of any stores delivered by me/us and such rejected stores shall lie at my/our risk and rent may be charged at the Trustees' option. If I/We fail to remove such stores within a fortnight of rejection the Trustees shall have the right to dispose of the same and I/We shall have no claim against the Trustees in respect of the said (rejected) stores.
21. For non-observance of any of the terms of the tender and/or Agreement or otherwise the Trustees have absolute right without assigning any reasons to cancel the tender and /or the agreement and I/We shall be liable for all losses and damages arising there under and this is without prejudice to all other rights and remedies of the Trustees.
22. It is distinctly understood by and between the parties that notwithstanding anything hereinbefore contained the Trustees without prejudice to any of their rights shall be at liberty to deduct set off or adjust out of any money that may become refundable or payable by the Trustees to the tenderer in respect of the present tender or out of the security deposit in respect of the present tender any sum of sums that may be payable or has become payable by the tenderer to the Trustees or recoverable from the tenderer in respect of any other tender or contact between the tenderer and Trustees in these respect, the decision of the Trustees' Chief Medical Officer shall be final and binding on both the parties.
23. I/we further confirm that I/we have carefully gone through the whole of the tender documents and understood the same.
24. It is also confirmed that no part of the tender document has been changed/modified by me/us.
25. Further, I/we confirm that statement of facts/figures information incorporated in my/our Offer is correct.

Dated2019

Address.....

yours faithfully
Signature.....
Seal:

Form-1

Code No: 1223740

S – 10 (a)

**TENDER No. Advt/19/19-20/Medicine/G3 Opening on 12.09.2019
TENDER FOR THE SUPPLY OF GENERIC MEDICINE FOR CENTENARY HOSPITAL KOPT ON
TWO YEAR RATE CONTRACT BASIS**

To,
The Materials Manager
KOLKATA PORT TRUST
6, Garden Reach Road, Kolkata – 700023

I / We hereby tender to supply and deliver the articles noted above to your Centenary Hospital KoPT at the rate quoted in price schedule.

[Please strike out the alternative which is not applicable in your case out of the following two and initial the same.]

- 1) I / We hereby declare that I / We have not been banned or, de-listed by any Government Agency or Quasi-Government Agency or Public Sector Unit.
- 2) I / We hereby enclose the details of any banned / de-listed imposed on my / our agency by any Govt. / Quasi - Govt. Agency or, PSU.
- 3) I/We hereby confirm, that we have fully read and understood the entire Tender Document, GCC, Special Conditions and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Special Conditions and Addenda to which I/WE unconditional agree and submit my/our bid online using my/our Digital Signature.

Date:

Place:

**Full Name in Block Letters:
with Official Seal**

Signature of Tenderer

**Address:
Telephone:**

**Fax
E MAIL ID:**

Form 2

**GENERAL PARTICULARS OF THE TENDERER
TENDER FOR THE SUPPLY OF GENERIC MEDICINE FOR CENTENARY HOSPITAL KOPT ON
TWO YEAR RATE CONTRACT BASIS
TENDER No. Advt/19/19-20/Medicine/G3 Opening on 12.09.2019
(To be filled up and uploaded online)**

I.	Name of the Bidder	
II.	Official Address for communication	
III.	a. Telephone	
	Cell Phone	
	b. Fax	
	c. E-mail Address	
IV.	PAN (Please upload photocopy)	
V.	GST Registration No. (Please upload photocopy)	
VI.	Particulars of EMD deposited (Upload Photocopy of TR/ Certificate Of Registration if any for tendered Item/s with DGS &D / NSIC Ltd / MM Dept, KoPT)	

Date:

(Signature & the Seal of the Bidder)

Form 3

TENDER No. Advt/19/19-20/Medicine/G3 Opening on 12.09.2019

**TENDER FOR THE SUPPLY OF GENERIC MEDICINE FOR CENTENARY HOSPITAL KOPT ON
TWO YEAR RATE CONTRACT BASIS
(To be filled up and uploaded online)**

Kolkata port trust
15, strand road, Kolkata-700001
Format for payment through ECS/RTGS

1. Party names :
2. Bank Name :
3. Branch name :
4. Type of Account :
5. Account Number :
6. MICR CODE OF KOLKATA R.B.I. :
AND
7. IFS Code No. :
8. PAN No. :
9. GST No. :

(Signature with official seal)

NB: A cancelled cheque is to be enclosed.

Form 4

APPLICATION FOR DEPOSIT OF EARNEST MONEY

**TENDER No. Advt/19/19-20/Medicine/G3 Opening on 12.09.2019
TENDER FOR THE SUPPLY OF GENERIC MEDICINE FOR CENTENARY HOSPITAL KOPT ON
TWO YEAR RATE CONTRACT BASIS
(To be filled up and uploaded online)**

To,
The Treasurer,
Kolkata Port Trust
15, Strand Road
Kolkata – 700001

Dear Sir,

Sub: Deposit of Earnest Money

Kindly accept a sum of Rs 5453/- (Rupees Five Thousand Four Hundred Fifty Three Only), by Banker's cheque/Demand Draft drawn on _____ (Bank) dated _____, in favour of "Kolkata Port Trust" payable at Kolkata, as Earnest Money Deposit in respect of **TENDER No. Advt/19/19-20/Medicine/G3** of Materials Management Division.

Date:

Yours faithfully

Signature

Seal

Form 5
**TENDER FOR THE SUPPLY OF GENERIC MEDICINE FOR CENTENARY HOSPITAL KOPT ON
TWO YEAR RATE CONTRACT BASIS**

Contract acts with suppliers/service providers.

Tax Clause

For Tax inclusive contracts

- Prices or fees quoted in the offer by the bidder shall be inclusive of GST and/or other statutory
- Levies, taxes, cess imposed by Competent Authorities unless otherwise provided.

For Tax exclusive contracts

- The prices quoted above shall be exclusive of any statutory levies and or other charges levied by any Central/State/local authorities which shall be paid extra at applicable rates at the time of supply of goods / services.

Change in law clause

- Any new statutory levies, taxes, duties, cess, etc. imposed by the Central / State / local authorities by way of fresh notification subsequent to the issue of work Order / Purchase Order, but within the stipulated delivery period shall be paid extra.
- Any additional cost or benefit impacting the contract price resulting from introduction of any new law, towards liveable 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".

General Terms & Conditions

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- 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 the 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 the invoice/s under mismatch may be retained from due 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 that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

- Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any 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 shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- Supplementary invoices/Debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- The purchase order work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

(Signature with official seal)

List of Documents to be signed, stamped and uploaded

1. XEROX Copy of Treasury Receipt/Original D.D. towards deposit of EMD
2. Annexure – C & D.
3. Form -1, 2, 3, 4 & 5
4. All the other documents in support of fulfilling Eligibility criteria as mentioned in Annexure B of the NIT.