



## KOLKATA PORT TRUST

Medical Department, Centenary Hospital

1, Diamond Harbour Road, Kolkata-700 053

Phone : (033) 2401-4577, 2409-3001, TeleFax : (033) 2401-4503

Website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in), E-mail : [cmo@kolkataporttrust.gov.in](mailto:cmo@kolkataporttrust.gov.in)

## NOTICE INVITING TENDER

**TENDER FOR SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF 1 ( One) NO. ELECTRC BONE CUTTING,DRILLING AND REAMING UNIT FOR CENTENARY HOSPITAL, KOLKATA PORT TRUST.****Tender No. MED /PR / ADVT / 310 / 19-20 / 1763****Dated, 16/1/2020**

Medical Department of Kolkata Port Trust invites Offers against Tender under **single cover one part system (Techno-Commercial Bid + Price Bid)** from the Manufacturers or their Authorised Dealer / Distributor / Stockiest / Agent, for supply, delivery , installation & commissioning of **1( One) no ELECTRC BONE CUTTING,DRILLING AND REAMING UNIT** 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 website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) or Central Public Procurement Portal [www.eProcure.gov.in](http://www.eProcure.gov.in). 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. Tentative Calendar of Tendering Process**

1.	Bid document down load from KoPT or CPPP website (Sale of Tender Document.)	On and from 20 / 01 / 2020
2.	Pre-bid Meeting.	31 / 01 / 2020 at 3.00 P.M.
3.	Last Date of Sale of Tender Document.	10 / 02 / 2020 up to 2.00 P. M
4.	Last Date of submission of Tender.	10/ 02 / 2020 up to 2.30 P. M
5.	Opening of the Tender (Cover – I & Cover-2 Techno-Commercial Bid & Price bid )	11/ 02 / 2020 at 3.30 P. M.
6.	Estimated cost of the tender	Rs. 1,29,322/- plus GST

**Note : 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.**

**2. Eligibility Criteria (ESSENTIAL DOCUMENTS TO BE SUBMITTED ALONG WITH THE TECHNO-COMMERCIAL BID OF THE TENDER ( COVER – I) :**

That in order to prove **Eligibility**, the intending bidder will have to submit the following documents along with their Techno-Commercial Offer against the Tender.

- Self attested photocopies of i) Trade License, (ii) GST Registration Certificate, (iii) Income Tax PAN
- Company Particulars (as per **Appendix 'A'**) and documents.
- Brand and Maker's name of the quoted equipment must be clearly stated in the offer.
- Notarised Power of Attorney in Non-judicial Stamp Paper in favour of Authorized Signatory if not the Tender is signed by the Proprietor or Director of the Company empowered to sign tender documents, submit Partnership Deed / Memorandum of Association in support of the same.
- Undertaking of the tenderer to be submitted as per enclosed Proforma ( Annex- B ) in lieu of submission of signed copies of the full tender document, GCC addenda & corrigendum in the letterhead of the firm.
- Techno-Commercial Specifications as per **Appendix-'C'** 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.**



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- g)** 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 submit 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.
- e)** Acceptance of the Conditions of the Notice Inviting Tender.
- f)** Performance Certificate/s from the Users preferably from Govt. Organisation or the reputed Pvt Hospital
- g)** A separate letter indicating Acceptance of all Terms and Conditions of the instant tender.
- h)** In case the offer is submitted by an Authorised Distributor / Authorised Dealer / Authorised Stockists on behalf of the Original Equipment Manufacturer, a current valid self attested Authorisation Certificate to that extent specifying the instant Tender No. from the OEM is to be submitted along with the offer. In the case of Authorised Distributor / Dealer / Stockists submitting tender with the second stage authorisation from the Authorised Distributor, the first stage Authorisation from the Principal Manufacturer in favour of the Authorised Distributor to be provided with authentic / valid documentary evidences.
- i)** At least two self attested Order copies along with the Performance Certificate of supplying the quoted Model to Govt. Organisation or other Medical Institutions with Full Name, Address, Contact Nos., during the last three years should be produced with the Techno-Commercial Bid of the Tender. The **Name and Address of the Service Centre in and around Kolkata**, duly accredited by the Original Equipment Manufacturer must be furnished.
- j)** The Check List in Page 11 is to be filled in, signed, stamped and submitted positively along with the Techno-Commercial Bid.

**3. Earnest Money and Cost of Tender document**

**(i) Cost of Tender Documents:**

The cost of tender documents is **Rs. 590/- (Rupees five hundred and ninety only) including 18% GST..** Tender Document may be downloaded from KoPT website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) or Central Public Procurement Portal [www.eProcure.gov.in](http://www.eProcure.gov.in). which a DD / Banker's Cheque of Rs. 590/- drawn in favour of "Kolkata Port Trust", payable at Kolkata, will have to be submitted along with the Techno-Commercial Documents in Set-1.

**(ii) EARNEST MONEY :** An amount of **Rs. 2,586.00** (Rupees Two Thousand Five Hundred eighty six only) should be deposited as Earnest Money with the Treasurer of Trustees' of Kolkata Port Trust at 15, Strand Road, Kolkata – 700 001. The self attested photo copy of the TR issued by the Treasurer of the Trustees' in favour of the Tenderer must be submitted along with the Offer. Or **Earnest Money may be deposited by DD / Banker's Cheque and should be attached with the Tender.**

After the award of the contract the Earnest Money will be refunded without interest on application to all unsuccessful bidders who have submitted bona-fide bids. The Earnest Money of the successful tenderer shall be returned after successful Installation of the entire ordered Item/s and deposit of Performance Security.

**Note :Tenders not accompanied with Earnest Money & tender cost as described shall be summarily rejected as non-responsive.**

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



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- 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 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 .**Note: i) In case the tender document is downloaded from KoPT's website or in the case of outstation firm the cost of the tender document and Earnest Money may be deposited by DD / Banker's Cheque and should be attached with the Tender.**

**SSI Units registered with NSIC under single point registration scheme for the tendered item will be exempted from payment of the cost of tender document on submission of valid supporting document/s.**

The tender documents are not transferable and shall be submitted only in the name of the Person / Firm / Corporation in whose name the tender documents were issued. The authorized signatory of the bidder has to sign on each page of the tender document.

**5. INSTRUCTIONS TO TENDERERS**

SEALED TENDERS are invited from reputed Concern for the above work in accordance with the schedule of quantities as specified in this tender and in accordance with the Conditions of NIT.

ANY CLARIFICATION with regard to interpretation or ambiguities discovered or pointed out after the issue of the tender documents but prior to the receipt 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 made by the officer issuing tenders in writing. Any such written clarification or amendment shall be distributed to each intending tenderer who shall acknowledge receipt thereof by signing and returning to the issuing officer in the prescribed form prepared and distributed with the clarification or amendment.

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 **tender**. Withdrawal of the tender within this period will entail in forfeiture of the Earnest Money.

ALL INTENDING Tenderers may also visit the site prior to submission of tender to check the exact locations where the tendered item/s is/are to be delivered. No clarification should be made to the intending bidders regarding delivery site after this and the decision of the Chief Medical Officer, Kolkata Port Trust shall be final in this regard.

A **PRE-BID MEETING** will be held at the Centenary Hospital on **31 / 01 / 2020** at **3.00 P. M.**

**6. THE TENDER shall be submitted in TWO PARTS in 2 (TWO) SEALED COVERS as follows:**

**COVER-I :** Sealed Cover Superscribed with "Techno-Commercial Bid for Supply, Delivery, Installation and Commissioning of 1 No. each of **ELECTRC BONE CUTTING, DRILLING AND REAMING UNIT** at Centenary Hospital, Kolkata Port Trust" and will contain Techno-Commercial Documents of **Set – I ( Page 1 to 15 )**.

**COVER-II:** Sealed Cover Superscribed with "Price Bid for Supply, Delivery, Installation and Commissioning of 1 No. each of **ELECTRC BONE CUTTING, DRILLING AND REAMING UNIT** at Centenary Hospital, Kolkata Port Trust" and will contain Price Bid Documents of **Set – II (Page 16)**.only



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All these TWO SEALED COVERS should then be put together in a BIG ENVELOPE, duly Sealed and Superscribed with **"TENDER FOR SUPPLY, DELIVERY , INSTALLATION AND COMMISSIONING OF 1( One) No. ELECTRC BONE CUTTING,DRILLING AND REAMING UNIT AT CENTENARY HOSPITAL, KOLKATA PORT TRUST, TENDER NO. MED/ PR / ADVT/ 310/ 19-20 / 1763 Dated, 16<sup>th</sup> January, 2020"** and to be sent so as to reach the office of the Chief Medical Officer, Centenary Hospital, Diamond Harbour Road, Kolkata-700053 **latest by 2.30 P.M. On 10 / 02 / 2020**—after which no tender shall be accepted. **COVER-I (Techno-Commercial Bid) & Cover -II** of the Single cover Tender shall be OPENED **at 3.30 P.M. on 11/02/2020**, at the Centenary Hospital. One authorized representative of each tenderer may be present at the time of opening with proper Authorisation letter in his favour.

Tender shall be signed by the Tenderer or a person duly authorized to sign on behalf of the Tenderer. Tender documents if not signed by the Proprietor or Partner / Director in that event the Notarised Power of Attorney in Non-judicial Stamp Paper accompanying the offer shall indicate such authorization which should be enclosed in Set-1.

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

**SPECIAL CONDITIONS OF THE CONTRACT :**

**1. FORMAT AND SIGNING OF TENDER :**

The original tender format and accompanying documents must be filled up in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. All pages of the offer shall be initialed by the person or persons signing the offer. The name and position held by each person signing must be typed or printed or sealed below the signature.

The tender shall contain no interlinear, erasers or overwriting except as necessary to correct the errors made by the Bidder in which case such corrections shall be initialed by the person / persons signing the offer.

**2. DEADLINE FOR SUBMISSION OF TENDERS :**

The tender along with all requisites documents as per NIT must be submitted with the office of the Chief Medical Officer, at Centenary Hospital, Kolkata Port Trust at 1, Diamond Harbour Road, Kolkata – 700 053, before **2.30 p.m. On 10/2/2020**. Any tender received after expiry of the stipulated time will not be considered as a valid tender.

**3. LATE TENDER :**

Any tender received after the deadline for submission of tenders prescribed by the Chief Medical Officer, will stand reject and will be returned un-opened to the Bidder on request.

**4. TENDER DESPATCH THROUGH POST :**

Tender received through Post shall be accepted provided the same should reach the office of the Chief Medical Officer, Centenary Hospital, 1, Diamond Harbour Road, Kolkata – 700 053, prior to the expiry of the stipulated date & time as per NIT.

Any tender received after expiry of the stipulated time will be rejected.

**5. WITHDRAWAL OF TENDER :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 by the tenderer in their Offer will result in forfeiture of Earnest Money.**



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**6. CANCELLATION OF TENDER :**

The Chief Medical Officer, KoPT, reserves the right of accepting or rejecting any offer partially or wholly without assigning any reason thereto.

**7. REJECTION OF TENDER DOCUMENTS:**

Bidder is expected to examine the Tender documents including all Instruction Forms, Terms & Conditions, and Technical Specifications in Tender documents. Failure to furnish the requisites 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.

**8. AMENDMENT OF TENDER DOCUMENTS :**

- 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.
- The amendment shall be part of the Tender Documents and will be notified by publication in the KoPT website and Newspaper and will be binding on the prospective Bidders.
- In order to allow prospective Bidders reasonable time for taking the amendment into account & preparing the tenders, the Chief Medical Officer may, at his discretion, extend the deadline for the submission of the tenders.

**9. OPENING OF TENDERS :**

- The Chief Medical Officer or his authorized representative will open the Tender in presence of the Bidder's representative on **11/02/2020 at 3.30 P.M.**, in the office of the Medical Supdt. of Centenary Hospital at Centenary Hospital, 1, Diamond Harbour Road, Kolkata – 700 053, West Bengal, India.
- The respondent firms may send their Authorised Representative at the time of Opening of the Tender of the Tender with proper Authorisation Letter and Office Seal.
- To assist in the examination, evaluation and comparison of tenders, Chief Medical Officer may at his discretion, ask the Bidder 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.

**10. DEMONSTRATION CLAUSE:** During the 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.

**11. PRICE:**

- 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. Tender shall be rejected if bidder quoted Prices / Rates anywhere in Techno-Commercial Bid.
- 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.





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- 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.**
  - 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 EXTRANEIOUS CONDITIONS.**
12. **Payment :-**Payment will be made through ECS / Cheque (for outstation firm only against application) after successful completion of Supply , Delivery, Installation and Commissioning of the ordered item/s at the Centenary Hospital, KoPT, subject to submission of clear bill supported with Receipted Challan, Completion / Acceptance Certificate duly Certified in quantity and quality by the competent authority of the Medical Department and other related documents.No advance will be made at any stage prior to Delivery of ordered item.
13. **TAXES :** The price quoted shall including all taxes and duties.
- i) Supplier/ Service provider to confirm that GST amount charged in invoice is declared in its returns and payment of taxes is also made.
  - ii) 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 GSTIN 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 retained from due payments till such time KolkataPort Trust is not sure that accurate tax amount is finally reflected in GSTN to KoPT 's Account and is finally available to KolkataPort 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.
  - iii) Kolkata Port Trust has the right to recover monetary loss including interest any 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/



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Service Provider shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.

**14. SECURITY DEPOSIT :**

A sum equivalent to 10% of the value of the order after adjusting the Earnest Money deposited by them, has to be deposited by the awarded Firm either by demand draft payable at Kolkata OR Security Deposit may be in the form of Bank Guarantee ( **Valid for 27 months** ) issued by any **Nationalized Bank** having its branch **at Kolkata** and drawn in favour of Kolkata Port Trust payable at Kolkata. The said Bank Guarantee should be confirmed by the branch at Kolkata and the Executing Bank.To ensure due performance of the contract, Security deposit should be furnished within 30 days from the date of placement of order and the said amount will be retained by the Port Authority as Security Deposit . Security deposit will be refunded without interest.

- Security Deposit should remain valid for a period of 90 days in excess of / beyond the date of completion of all contractual obligations of the supplier including Warranty period.
- The proceeds of the Security Deposit shall be payable to the Kolkata Port Trust as compensation towards any loss resulting out of the Vendor's failure to execute the *Contract*.

**15. Performance Security Bond :**

The successful Bidder should have to furnish the Performance Security on Rs.50.00 Non Judicial Stamp Paper in the prescribed format to be provided by this Office along with the confirmed Order.

**16. 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 OT. 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.

- 17. RISK PURCHASE CLAUSE:** 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.

**18. LIQUIDATED DAMAGE:**

- 18.1 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, ½ % (half percent) of the total value of work (Contract Price), for every week of delay or part thereof provided always that the amount of such compensation shall not exceed 10% of the said value of work. GST at applicable rates will be deducted on L.D. amount.

- 18.2 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 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



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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.

**19. VALIDITY OF OFFERS:**

The offer including Price part should be kept valid for a period of 120 days from the date of opening of the Tender.

**20. DELIVERY:**

- a. As the Equipments are required urgently, the tenderer must mention the earliest delivery period for the total ordered quantity. In any case, this period should not be **more than 30 (THIRTY) days** from the date of placement of order. The Equipments supplied by the awarded Firm will be under observation of the KoPT authorities for a period of one month from the date of Supply. The Completion / Acceptance Certificate will be issued after one month.
- b. Since the tender is for supply and delivery, prices quoted must be F.O.R. Centenary Hospital and should include all charges that may be necessary for Delivery. KoPT will not bear any charges, which the tenderer may have to bear prior to delivery and handing over of the Equipment, if such costs are not covered within the tender. The successful supplier shall have to arrange Porters of their own for unloading and carrying the ordered items at the Centenary Hospital.

- 21. 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 Sl. No. 1(g) of the BOQ - Price Bid Appendix-D** 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

**22. WARRANTY PERIOD:**

1. The tenderer must provide a Warranty of at **least 24 months** for the tendered item as well as all parts and accessories, from the date of successful Supply, Delivery, Installation and Commissioning and handing over of the same to KoPT at the Centenary Hospital.
2. The successful tenderer shall make good at his own expenses all defects due to faulty design, material and workmanship, which may, during the period of 24 months from the date of successfully supply and delivery develop under proper use. 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.
3. In default, KoPT will be at liberty to get the repairs done and deduct the cost thereof from the amount lying with them as Earnest / Security Deposit so far as that is practicable. If the cost of such repairs exceeds the amount of Earnest / Security Deposit, the tenderer shall pay the balance amount to KoPT.

**23. 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.





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**NOTICE INVITING TENDER**

**TENDER FOR SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF 1 ( One) NO. ELECTRC BONE CUTTING,DRILLING AND REAMING UNIT FOR CENTENARY HOSPITAL, KOLKATA PORT TRUST.**

**Tender No. MED /PR / ADVT / 310 / 19-20 / 1763**

**Dated, 16/1/2020**

**The Terms & Conditions of the Comprehensive Annual Maintenance Contract shall be as follows:**

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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-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.
- (v) 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.
- (vi) 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.



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**Dated, 16/1/2020**

(vii) 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.

**24. GUARANTEE FOR SPARES:**

The successful Bidder i.e. Manufacturer or 1<sup>st</sup> Stage or 2<sup>nd</sup> Stage Dealer / Distributors / Stockists, shall ensure supply of all Spares for providing maintenance support during the declared Life Span of the Equipment after successful completion of the Warranty period. The successful Bidder will be responsible for entering into CAMC for satisfactory performance of the Equipment, if so, required by KoPT. **A Certificate regarding the availability of Spare Parts during the declared Life Span** of the offered equipment is to be submitted along with the Techno-Commercial Bid of the tender.

**25. FORCE MAJEURE :**

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 after every 7 days during continuance of such event. The affected party shall upon cessation of such event, promptly informs the other party and shall commence its obligation in part or in full arising out of this contract that was kept suspended due to such events of Force Majeure.

**26. TERMINATION OF CONTRACT :** If the selected bidder fails to carry out the order as per the desired specification and /or fails to Supply and Deliver the Ordered Equipment within the stipulated period without any valid and acceptable reason, the Chief Medical Officer, KoPT may cancel the order and his decision in the matter shall be final and binding on the selected bidder.

**27.** Upon cancellation of the order for the reason indicated in Clause 18 (a), the Chief Medical Officer shall be entitled to get the work done at the risk and expenses of the party on whom the order has been placed, through an independent agency and to recover from the selected bidder in addition to any other amount, compensation or damages that KoPT is entitled to in terms of other relevant Clauses in contract.

**28. ARBITRATION :**

Disputes if any, arising out of this agreement will be settled by arbitration and the decision of the Arbitrator shall be final and binding on both parties.

**29. 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’, to “D”.**

Chief Medical Officer



## KOLKATA PORT TRUST

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## NOTICE INVITING TENDER

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Tender No. MED /PR / ADVT / 310 / 19-20 / 1763

Dated, 16/1/2020

## Check List

1	Whether original Tender papers i.e. Set-I & Set-II have been duly signed, stamped and enclosed with the Techno-Commercial Bid and Price Bid in <b>Cover-I, Cover-II respectively</b> . Also mention the number of papers enclosed.	Yes /No
2	Whether Trade License GST Regn. Certificate is submitted in <b>Cover-I</b> .	Yes /No
3	Whether particulars of purchase of Tender Document and Earnest Money Deposit are enclosed in <b>Cover-I</b> .	Yes / No
4	Whether current valid Authorization for this particular tender from the Principal Manufacturer, if any, is enclosed in <b>Cover-I</b> .	Yes / No
5	Whether the Authorization submitted is First Party authorization. If not, both the 1 <sup>st</sup> stage and 2 <sup>nd</sup> stage authorization has been submitted in <b>Cover-I</b> .	Yes / No
6	Whether the Catalogue / Technical Literature of the quoted Tendered items is enclosed with TC Bid in <b>Cover-I</b> .	Yes / No
7	Whether the Compilation Chart of the Specification of the Quoted Equipment with that of the Specification of NIT is enclosed in <b>Cover-I</b> .	Yes / No
8	Whether there is / are any Optional Item/s which is / are essentially required to be fitted and if so, whether the same has / have been clearly indicated in the TC Bid in <b>Cover-I</b> and whether price of the same has / have been indicated in the Price Bid in <b>Cover-II</b> .	Yes / No
9	Whether there is / are any item/s (Spare Parts) which is / are required to be changed periodically, and if so, the same has / have been indicated in the Techno-Commercial Bid in <b>Cover-I</b> and price of the same has / have been indicated in the Price Bid in <b>Cover-II</b> .	Yes / No
10	Whether quoted item/s is/are manufactured by an ISO Certified Organisation, if so, whether the copy of the valid ISO Certificate is enclosed with the TC Bid in <b>Cover-I</b> .	Yes / No
11	Whether the documents proving successful supply of the quoted item to Organization of repute is/are enclosed with the TC Bid in <b>Cover-I</b> .	Yes / No
12	Whether separate letter confirming <b>Acceptance</b> of tender conditions and declaration of the Life Span of the quoted Equipment are enclosed along with the TC Bid in <b>Cover-I</b> .	Yes / No

**Note: This Check list to be submitted along with the Techno-Commercial Bid( Cover-I ) duly filled in and signed with official Seal. No Price is to be mentioned anywhere in the list. Separate sheet may be used, if required, to declare anything relating to this tender.**



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**Tender No. MED /PR / ADVT / 310 / 19-20 / 1763**

**Dated, 16/1/2020**

**APPENDIX-'A'**

**[TO BE UPLOADED DULY FILLED IN AND SIGNED ALONG WITH TECHNO-COMMERCIAL BID .**

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 Incorporation: \_\_\_\_\_

PAN / TAN \_\_\_\_\_(Attach attested Photocopy) GST Registration Certificate \_\_\_\_\_

Bank Particulars: Name of the Bank / Branch \_\_\_\_\_

Account Type: \_\_\_\_\_ A/C No.: \_\_\_\_\_

MICR No: \_\_\_\_\_ IFS Code No.: \_\_\_\_\_

**DECLARATION**

We have examined carefully, read and understood the above Terms and Conditions, Specifications and General Conditions of Contract. We hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications, Bill of Quantities, General Conditions of the Contract and the Terms and Conditions as stated in the tender and at rates and prices set out in the annexed Bill of Quantities within the time period as stated in the tender. In the event of our tender being accepted in full or in part, We also hereby agree that the said Tender, Specifications, Bill of Quantities, General Conditions of Contract and the Terms and Conditions as stated in the tender together with the acceptance thereof in writing by or on behalf of the Trustees shall form the Contract.

It is hereby confirmed that the hard copy of tender being submitted (uploaded) in the techno-commercial bid of the tender is Identical to the one downloaded from your website /Central Public Procurement Portal. In case the same is found altered / modified in any way, we will be held responsible and our offer will be liable for rejection forthwith and we may also be barred from participating in future tender of KoPT without any reference to us.

It is also declared that our Concern was never been banned or de-listed by any Government or, Quasi-Government Agency or PSU. If the declaration is found incorrect in future, our offer will be liable for rejection.

Offer No. \_\_\_\_\_

Signature of the Authorized Signatory of the

Tenderer

Date: \_\_\_\_ / \_\_\_\_ / 2020

(with official Seal and date)

Place: \_



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**Tender No. MED /PR / ADVT / 310 / 19-20 / 1763**

**Dated, 16/1/2020**

**ANNEX- B**

[ 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/ PR/ADVT/310/19-20/1763 dated 16/1/2020

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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**APPENDIX - C**

**❖ TECHNICAL SPECIFICATION FOR ELECTRC BONE CUTTING,DRILLING AND REAMING UNIT**

**A) Driving Unit:**

- 1) It should be completely enclosed in a stainless steel body.
- 2) It should have 90 watt motor,220v / 5 amp AC/DCs supply with Miniature Circuit Breaker (MCB)
- 3) It has to be supported on a Mobile folding Stand (Stainless Steel Tubes & M.S.square bars,with castors)
- 4) It includes a Foot Control wit step-less speed control & ON/OFF switch with fuse.

**B) Cannulated Drill (One piece Pistol Grip) Handpiece (Autoclavable) having following characteristics:**

- 1) Stainless Steel Jacob's Drill Chuk (0-1/4")
- 2) Weight 800 gms (approx.)
- 3) Maximum speed 1200 RPM
- 4) 5.5mm Cannulated

**C) Cannulated Reaming (One piece Pistol Grip) Handpiece(Autoclavable) having following characteristics:**

- 1) Maximum speed 400 RPM
- 2) AO type quick cupling
- 3) 5.5 mm Cannulated
- 4) Ideal for Intra Medullary Reaming
- 5) Weight 750 gms.approx
- 6) Adaptors available for Jacob's,Trinkle,Synthes,Hudson & Zimmer ends

**D) Saggital Saw (One piece Pistol Grip) Handpiece (Autoclavicle) having following characteristics:**

- 1) More than 17500 CPM,Oscillating type
- 2) Weight 700 gms approx.
- 3) Five types of blades can be set at 45 degree,90 degree
- 4) Blades made from hardened and tempered high quality stainless steel
- 5) One special blade for Total Knee replacement (TKR) to be provided
- 6) Able to take difficult cuts at depth
- 7) Ideal for TKR,THR

**E) Flexible Shaft (Autoclavable):**

- 1) Length 1.5 mtrs
- 2) Weight approx.1000gms
- 3) Push-Pull type ends (Stainless Steel)

**F) Flexible Reamers (Autoclavable) having following characteristics:**

- 1) Flexible reamer shaft having 8 mm diameter fixed Head
- 2) Flexible reamer shaft for detachable heads up to 12 mm
- 3) Flexible reamer shaft for detachable heads above 12 mm
- 4) Detachable Reamer Heads from 8.5 to15 mm,step 0.5 mm
- 5) Guide Wires (3 Nos.) standard length 100 cm
- 6) Flexible Reamer Shaft standard length 440 mm

**G) Flexible Reamer shafts with fixed heads from 6 mm to 15 mm(with step of 0.5 mm)**



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Dated, 16/1/2020

**Annex- D**  
**PRICE BID**

**BILL OF QUANTITIES**

1	2	3	4
Sl. No.	Item	Tender Quantity	Total Amount In (Rs) in figure & in Words
Item No. 1	Basic Net Price of <b><u>ELECTRC BONE CUTTING,DRILLING AND REAMING UNIT</u></b>	1 (One) No.	Price not to be quoted here.
1(a)	Plus GST in % ____ on Row No. 1		Price not to be quoted here.
1(b)	Plus Training Charges to Doctors if any, in Rupees.		Price not to be quoted here.
1(c)	Plus Total Cost of Optional Items / Spare Parts / Consumables, etc, if any. in Rupees which are not covered under warranty and CAMC period.		Price not to be quoted here.
1(d)	Plus GST in % ____ on Row No. 1 (c)		Price not to be quoted here.
1(e)	Plus Total Rate of CAMC for 5 years in Rupees		Price not to be quoted here.
1(f)	Plus GST on CAMC in % ____ only		Price not to be quoted here.
1(g)	Grand Total in Rs.		Price not to be quoted here.

Note:

1. Only Net Basic Price of **ELECTRC BONE CUTTING,DRILLING AND REAMING UNIT** 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.
2. 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

Date:



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**(Particulars of Deposit of the Cost of Tender Document & Earnest Money)**

[TO BE SUBMITTED IN COVER I ( DULY FILLED IN AND SIGNED ALONG WITH TECHNO-COMMERCIAL BID)]

**A. Cost of Tender Document:**

Detail Particulars of deposit of Amount by Demand draft/ Pay order/Bankers cheque (, Name of the Bank, & Branch,.)	Amount ( In Rs) Rs. 590/-
	<b>Cost of Tender Document Rs 590/- (Rupees five Hundred ninety ) only including 18% GST.</b>

**B. Earnest Money Deposit:**

Detail Particulars of deposit of Amount by Demand draft/ Pay order/Bankers cheque (, Name of the Bank, & Branch,.)	Amount ( In Rs) Rs. 2586/-
	<b>Earnest Money Deposit of Rs. 2,586.00 (Rupees Two Thousand Five Hundred eighty six only)</b>

Offer No. \_\_\_\_\_

Authorized Signatory of the Tenderer

Date:

(with official Seal and date)