



कोलकाता पत्तन न्यास
चिकित्सा विभाग, सेन्टेनरी अस्पताल
1, डायमंड हार्बर रोड, कोलकाता-700 053
KOLKATA PORT TRUST
MEDICAL DEPARTMENT, CENTENARY HOSPITAL
1, DIAMOND HARBOUR ROAD, -700053
[ISO 9001: 2008 Certified]
Telefax : (033) 2401 4503 Phone No. (033) 2401 8735 /
2778 / 2779
Website: www.kolkataporttrust.gov.in,
E-mail: cmo@kolkataporttrust.gov.in



Tender for supply of Out of Stock Allopathic Medicines in "Pharmacy" of Port hospital of KoPT, to serving and retired employees, visiting out door & Indoor Patients from the outlets within the premises of Centenary Hospital of KoPT.

Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

E-Tenders in a Single Stage two part (Techno-commercial bid & Price Bid) are invited from retailers /Pharmacy Outlets/ Medicine Chain **Retailers** to open an outlet within the premises of Port Hospital from whom the following beneficiaries of Kolkata Port Trust would procure Allopathic Medicines (**which are OUT OF STOCK in the Pharmacy of Centenary Hospital of Port Trust**) at accepted discount on Monthly Bill value for a period of 2 (Two years) where the cost of such Allopathic Medicines would be paid by Port Trust to the contractor(s) directly on monthly basis.

- Serving Employees of Port Trust and their dependent family members.
- Retired Employees of Port Trust and their spouses.
- Employees of CISF who are presently deployed in Dock System of Port Trust and their dependent family members.

{All the aforesaid three categories are collectively called beneficiaries.}

SCOPE OF SERVICES:

- Scope of Work:** The service of the Contractor under the Contract shall be meant for Supply of Allopathic Medicines to the **beneficiaries on cash less basis against** the prescription with Purchase endorsement issued by the KoPT doctors against the **"Not in Stock"** item/s (i.e. not supplied by the Pharmacy of Centenary Hospital, KoPT).
- Entire Transaction will be cash less i.e. No Payment can be taken from KoPT beneficiaries. The Bills complete in all respect to be sent to FA & CAO KoPT at the end of the calendar month and the same will be paid within one month from the date of receipt of the bill complete in all respect
- Approximate Payment to the contractor - Rs. 267 lacs per year.**

Bid Document may be downloaded from KoPT website www.kolkataporttrust.gov.in or Central Public Procurement Portal www.eProcurement.gov.in. Corrigendum or Clarifications, if any, shall be hoisted on the above mentioned websites only. **Hence all the intending Contractors are advised to keep close watch on the above mentioned websites in their own interest.**

SCHEDULE OF TENDER

1.	TENDER NO.	MED/PR/ADVT/314/20-22/1760 Dated 15/1/ 2020
2.	MODE OF TENDER	e-Procurement System Online submission of Part I - Techno-Commercial Bid and Part II - Price Bid through 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 Dock System No physical tender is acceptable by Port Trust.
3.	CPP Portal Tender ID	2020_KoPT_540554
4.	Date of publication of e-Tender through Newspaper insertion, publication in KoPT and Central Public Procurement Portal.	05/ 2/ 2020 : 10 AM
5.	Date of Off line Pre-bid meeting	17 /2/ 2020 : 11 AM
6.	Date of availability of NIT to the Contractors for downloading.	05/2/ 2020 : 11 AM



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7.	Earnest Money Deposit	<p>"Earnest Money Deposit" of Rs. 10,68,000/- (Rupees Ten lacs sixty eight thousand) 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 Port Trust Bank Account No. 227002000000018 with Indian Overseas Bank, KOPT Fairlie Place Branch. IFSC Code No.IOBA 0002270</p> <p>Please furnish the following details while remitting the amount: Name of Tenderer: Bank Name: Tender No.: Tender Date: Name of the Tendering Dept. Centenary Hospital, Medical Dept.KoPT UTR No.:</p> <p style="text-align: center;">OR</p> <p>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.</p> <p>After the award of the contract, the Earnest Money will be refunded without interest to all unsuccessful Contractors on application. The Earnest Money of the successful Tenderer/s shall be converted in to part of Security deposit.</p>
8.	Tender Cost	<p>"Tender Cost" of Rs.2950/- (Rupees Two thousand nine hundred and fifty)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 Port Trust Bank Account No. 227002000000018 with Indian Overseas Bank, KOPT Fairlie Place Branch. IFSC Code No. IOBA 0002270</p> <p>Please furnish the following details while remitting the amount: Name of Tenderer: Bank Name: Tender No.: Tender Date: UTR No : Name of the Tendering Dept.: Centenary Hospital, Medical Dept., KoPT</p> <p style="text-align: center;">OR</p> <p>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.</p>
9.	Last date of submission of EMD & Tender Cost to KoPT.	25/2/2020 up to 14.00 Hrs.
10.	Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid at cphp	05/2/ 2020 at 11.00 hrs.



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11.	Date of closing of Online e-tender for submission of Techno-Commercial Bid & Price Bid at CPPP Portal.	27 /2/ 2020 at 15.00 hrs.
12.	Date & time of opening of Part-I (Techno-Commercial Bid)	28/ 2/ 2020 at 15.30 hrs.
13.	Date & time of opening of Part-II (Price Bid)	Shall be informed separately.
14.	Period of Contract	2 (two)Years
15.	Expected Business value for two years .	Rs.534 Lacs which is based on last three years medicine reimbursement.

Note: 1. *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. Under no circumstance the Due Date of the Tender will be extended.

3. Corrigendum, if any, will be placed on website only.

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.Susmita Banerjee
Sr. Medical Officer
Mobile No. 9831235840

2. Shri. S.K. Joshi
Dy. Materials Manager- (C)
MobileNo.033-71003641/9831938935

B. COMMERCIAL TERMS & CONDITIONS

Concurrence and remarks for all Commercial Terms & Conditions will be taken Online. Upload supporting Self attested 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.

1. AVAILABILITY OF THE TENDER DOCUMENT:

Tender Document may be downloaded from KoPT Website: www.porttrust.gov.in / Central Public Procurement Portal www.eProcure.gov.in .

2. EARNEST MONEY: An amount of **Rs. 10,68,000/- (Rupees Ten lacs sixty eight thousand) only** have to be deposited with KoPT's Bank Account as detailed above. After the award of the contract the Earnest Money of the unsuccessful Contractors will be refunded without interest. The Earnest Money of the successful Contractor will be converted in to security deposit and SD will be refunded after successful completion of the contract.



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3. Non Responsive Bid : During techno-commercial evaluation i.e. evaluation of part-1 of tender , an offer shall be considered non- responsive in case:-

- it is not accompanied by requisite tender Paper cost and EMD
- validity of the offer is less than tender stipulation.
- it does not meet the Qualification Criteria as stipulated in the NIT.
- 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 condition

Section- I

Instructions to Bidders

A. GENERAL

5.3 Kolkata Port Trust (hereinafter referred to as the employer) intends to receive bids from the interested eligible bidders for the work as mentioned in the Tender call Notice. All bids shall be completed and submitted to Kolkata Port Trust in accordance with the instructions to the bidders. Tender for the above work should be submitted in accordance with the General Conditions of Contract(GCC), Special Conditions of Contract. **Special Conditions of Contract** mentioned should prevail over the provisions as made in the Trustees' General Conditions of Contract wherever is applicable. GCC can be down loaded from KoPT website www.kolkataporttrust.gov.in.

2. Eligible Bidders

- Only eligible bidders fulfilling all the requirements as mentioned in the Notice Inviting Online Tender may participate in the subject Tender.
- The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.
- All bidders shall fill the forms provided in Section – IV- Part – I "To be submitted by Bidders with their Bids".
- Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfillment of Minimum Qualifying criteria.
- Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

3. Eligibility Criteria

3.1 The bidders shall scan and forward the following information and documents with their bid.

(1) The Tenderers shall fulfill the following **Pre – Qualification Criteria**;

a. Financial Standing:

Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 25 Cr. as certified by the Chartered Accountant.

b. Experience :

The bidder should have experience of owning and operating at least Three outlets of Allopathic



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Medicines in India under **applicant's name** outlets should be in different cities with Central or State Gov. Hospital or institute In this regard, the bidder is required to submit permission letter of local FDCA authorities for established such outlets.

c) Solvency Certificate:

Solvency Certificate should be issued by any nationalized/scheduled bank for Rs. 1,00,00,000/- (1 Crore) not older than six months on the date of opening of bid.

- (2) Copy of the valid Retail Drug license should have since 10 years running Certificate duly attested.
- (3) Should be financially sound . The total annual turn over of "Pharmaceutical products only" of OEM will be taken in to account as certified by the Chartered accountant.
- (4) Latest Income tax Clearance Certificate
- (5) Latest Valid non conviction Certificate from Local FDA on Non judicial stamp Paper duly notarised.
- (6) Latest Valid Performance Certificate from Local FDA on Non judicial stamp Paper duly notarised.
- (7) Latest security clearance from Local Police Authority on Non Judicial Stamp paper duly notarized.
- (8) EMD of Rs. 10,56000/- in the form of demand draft/ Banker's cheque/ Pay order/ NEFT. In case of Micro and small Enterprise(MSEs) valid Govt Purchase Enlistment Certificate issued by National Small Scale Industries Corporation Ltd, showing list of items related to subject tender and monetary limit may be submitted in order to become eligible for exemption from payment of EMD.
- (9) Computation with discount on as per Doctor's Prescription medicine items.

3.2 The bidders shall scan and forward the following information and documents with their bid.

- Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- Duly filled Forms mentioned in Section – IV- Part – I.
- PAN, Registration with GST, Provident Fund Authorities, ESI Registration.
- EMD in form of Demand draft/Banker's cheque/Pay Order from Nationalized /Scheduled bank or through NEFT
- Tender fee in form of Demand draft/Banker's cheque/Pay Order from Nationalized /Scheduled bank. Or through NEFT
- Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- Power of attorney (duly accompanied by resolution of Board in case of company).
- Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and KOPT is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
 - (i) Bidder should submit an Undertaking as per Form -6 of Section IV.
 - (ii) Certificate of chartered accountant for average turnover. Report of financial standing of the bidder such as balance sheet, profit and loss statement and auditor's report for the past three years.



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- (iii) The bidders are required to sign and upload the scanned pre-contract integrity pact as per Annexure-7 along with the tender failing which their bid shall be liable for rejection. The "principal" means "Kolkata Port Trust" and "Counter party" means contractor".

NOTE: All Xerox copies should be duly notarized.

3.3 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
- record of poor performance such as abandoning the works, non – completion of the contract.

4.0 One Bid per Bidder

4.1. Each bidder shall submit only one bid. A bidder who submits more than one Bid will cause all the proposal with the Bidder's participation to be disqualified and forfeiture of EMD.

5.0 Joint Venture

Not applicable.

6.0 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid and Kolkata Port Trust will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

7 Site Visit

7.1 The Bidder, at his own responsibility and risk is encouraged to visit and examine the locations of Centenary Hospital at #1 Diamond Harbor Road Kolkata 700053 and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the works. The costs of visiting the locations shall be at the Bidders' own expense.

B. BIDDING DOCUMENTS

8.0 CONTENTS OF BID DOCUMENTS.

8.1 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause-19:

Bid reference no. MED/ PR/ ADVT/ 314/ 20-22/ 1760

NIT : Invitation for bids

- Section – I : Instruction to Bidder (ITB)
- Section – II : General conditions of Contract (CC)
- Section- III : Special conditions of the contract
- Section – IV : Forms of bid
- Section – V : Price bid

8.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line E – Tendering process.

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms,



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technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

9. CLARIFICATION ON BID DOCUMENTS.

9.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification which he received earlier than days (Suggested 7 days) prior to the date of pre bid meeting. The clarifications shall be uploaded on websites www.eProcurement.gov.in. and www.Kolkataport.gov.in only.

9.2 Pre-Bid meeting

9.2.1 The bidder or his official representative may attend pre-bid meeting to be **17/2/2020** held at **11:00 hrs.** in the Chamber of CMO, at Port Hospital. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting.

9.2.2 The purpose of the meeting will be to clarify issues related to work and tender conditions.

9.2.3 Pre – Bid clarifications will be uploaded in www.eProcurement.gov.in. or www.Kolkataport.gov.in website without disclosing source of enquiry.

9.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

9.2.5 At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.

9.2.6 Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.

10. LANGUAGE OF BID.

All documents relating to the bid shall be in the English language.

11. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

A) Technical Bid:

- (i) Bid Security (EMD) and tender fee
- (ii) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

B) Financial Bid :

Bill of quantities duly filled and digitally signed by bidder.

12. Bid Prices

-Quoted discount in % on monthly bill by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

i. The MRP prices must be quoted on monthly bills. Please see Sample Bill in Section III. Under Production of Bill.

ii. No extra amount towards GST or any other levy/tax will be paid which has to be borne by the contractor. Tampering on the printed M.R.P of the manufacturer by the local pharmacy/ chemist by using stickers or any other means will not be accepted.

13. Bid Validity

Bids shall remain valid for a period of **120 days** from the date of opening of the **Technical Bid** , valid for a shorter period shall be rejected by the employer as Non-responsive.



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In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable (mail). A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid.

C. BID SECURITY (Earnest Money Deposit-EMD)

14. Earnest Money Deposit (EMD)

The tender shall be accompanied by Earnest Money Deposit of **Rs. 10,68,000/- (Rupees Ten lacs sixty eight thousand)** only). The tender not accompanied with EMD shall not be considered & their technical and price bid will be returned un-opened. The Earnest Money Deposit shall be submitted in the form of Banker's Cheque/ demand draft / Pay Order drawn in favour of Kolkata Port Trust, from any Scheduled Bank or Nationalized Bank, having its branch in Kolkata. Earnest money in the form of Bank Guarantee will not be accepted under any circumstances.

In case of Micro and Small Enterprise (MSEs) Valid Govt. Purchase Enlistment Certificate issued by National Small Scale Industries Corporation Ltd., showing list of items related to subject tender and monetary limit may be submitted in order to become eligible for exemption from payment of EMD.

(a) EMD

(i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in *Form 13*) as per the tender clause and executing the agreement (in *Form 12*) as per tender clause. **The EMD of unsuccessful bidders other than H1 & H2 be refunded immediately after ranking of Bids. Earnest Money of H2 bidder shall be refunded immediately after entering into agreement with H1 and acceptance of Performance Guarantee from H1.**

(ii) EMD will be refunded Suo-motto without any application from the Bidders.

(iii) **The EMD of successful bidder will be converted in to part of Security deposit after completion of contract period and peaceful handing over of land and/or rooms. Any dues will be adjusted from EMD.**

(iv) Earnest Money Deposit will not carry any interest.

(b) The EMD may be forfeited if:

- (i) The bidder withdraws the Bid after Bid opening during the bid validity;
- (ii) The bidder does not accept the correction of the Bid-Price, pursuant to any arithmetic errors;
- (iii) The successful Bidder fails within the specified time limit to sign the Agreement or furnish the required performance Guarantee
- (iv) The bidder submits more than one bid

15. Alternative Proposals by Bidders

Conditional offer or Alternative offers will not be considered further in the process oftender evaluation.

16. Format and Signing of Bid

The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidders.

17. Amendment of Bidding Documents

Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendums.

Any addendum thus issued shall be part of the bidding documents and shall be displayed on the website only.



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To give prospective bidders reasonable time in which to take an addendum/ Corrigendum into account in preparing their bid, the Employer shall extend as necessary the deadline for submission of bids, which will be notified through websites only.

D. Submission of Bids

18. SUBMISSION OF BIDS

- 19.1 Bidders who wish to participate in the tender will have to procure/should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the bidder may contact the following address:

(Contact persons (CPP Portal):

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

The accompaniments to the tender documents as described under Clause 3.2 shall be Scanned and submitted On-Line along with Tender documents. However, the originals/attested hard copies along with tender documents (except Price Bid), signed on bottom of each page in token of acceptance of Tender Conditions and shall have to be forwarded subsequently **so as to reach the office of Chief Medical Officer within seven days from the last date of opening of tender.**

- 19.2 The envelopes shall be addressed to:
Chief Medical Officer
Centenary Hospital (Port Hospital,)
1 Diamond Harbour Road
Kolkata- 700053

(a) bear the following identification :

"Tender for supply of Out of Stock Allopathic Medicines in "Pharmacy" of Port hospital of KoPT , to serving and retired employees , visiting out door & Indoor Patients from the outlets in premises of Centenary Hospital of KoPT."

Bid reference No. **MED/PR/ADVT/314/20-22/1760** and Name and address of the bidder.

19. Deadline of Submission of the Bids

- 20.1 Bids must be received by the employer in On-Line System at websites CPPP Portal not later than **27/2/ 2020 at 15 hrs.**
- 20.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at www.kolkataporttrust.gov.in & www.eProcurement.gov.in websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on www.kolkataporttrust.gov.in websites shall prevail.
- 20.3 The employer may extend the deadline for submission of bids by issuing an amendment on KOPT website as well as on CPPP Portal in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 20.4 In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change have been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on www.kolkataporttrust.gov.in & www.eprocure.gov.in and the one submitted by the



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

tenderer, the conditions mentioned in the port's tender document uploaded on www.kolkataporttrust.gov.in shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

21 Late Bids

After the deadline of submission of bid as prescribed, the bids cannot be submitted in the On-Line System.

22 Modification and Withdrawal of Bids

22.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.

22.2 No Bid can be modified after the deadline for submission of Bids.

22.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in the forfeiture of the bid security i.e. EMD.

E. Bid Opening and Evaluation

23. BID OPENING

23.1 On the due date and time, the employer will first open (i) Preliminary Bids containing EMD and tender fee and then (ii) Technical bids of all bids received including modifications.

23.2 In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.

23.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.

23.4 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the www.eprocure.gov.in and www.Kolkataport.gov.in .

23.5 The price bid i.e., BOQ will be opened only those bids qualify technically.

24 Clarification of Bids

24.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable (mail), but no change in the price or substance of the Bid shall be sought, offered, or permitted.

24.2 No Bidder shall contact the employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

24.3 Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

25 Examination of Bids and Determination of Responsiveness

25.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid

- (a) has been properly digitally signed,
- (b) meets the eligibility criteria defined
- (c) is accompanied by the required Bid security and tender fee;
- (d) is responsive to the requirements of the Bidding documents.
- (e) GST number to be quoted invariably by the bidder.

25.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

- 25.3 If a Technical Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.
- 26 Evaluation and comparison of bids**
- 26.1 The employer will evaluate and compare only the Bids determined to be responsive.
- 27. PRICE BID**
- The price bid will contain the proposed discount in percentage to be offered by the bidder on the monthly bill amount. No conditional discount will be accepted.
- 28. AWARD OF CONTRACT**
- The employer will award the work to the bidder whose bid has been evaluated to be techno commercially responsive and the highest evaluated bid subject to submission of agreement and performance security. The employer, if so required, reserves the right to: split the work and award the work in favour of more than one firm,
- 29. Employer's Right to reject any or all the bids:**
- The employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids without assigning any reasons, at any time prior to the award of contract, without thereby incurring and liability to the affected bidder or bidders of the grounds for Employer's action.
- 30. Letter of Intent:**
- The Chief Medical Officer will issue the Letter of Intent (Form No.8) intimating the successful bidder about the proposed pre-acceptance of tender.
- 31. Notification of Award and Signing of Agreement.**
- (i) The Bidder whose Bid has been accepted will be notified for the award by the Employer prior to expiration of the Bid validity period by facsimile/ email confirmed by registered letter. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") the contract amount, completion period of the work, etc will be mentioned in line with the tender conditions.
- (ii) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.
- (iii) The Agreement will be signed by successful Bidder within 14 days of issue of the notification of award (Letter of Acceptance). The agreement will incorporate all correspondence between the Employer and the successful bidder.
- 32. Contract Agreement:**
- 32.1 The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days from the date of issue of Letter of Intent.
The successful Bidder will be required to execute an agreement at his expense on one Hundred Rupees (Rs.100/-) Non-Judicial Stamp Paper in the proper departmental format (Form 8) for the due and proper fulfillment of the contract within 14 days from the date of Letter of Intent.
- 32.2 Pending** preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Medical Officer's letter/fax accepting the tender shall constitute a binding contract between the Board and the Contractor.
- 32.3** The contract period shall be reckoned from the date of issue of work order to commence the work.



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

- i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.100/-)
- ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
- iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
- iv) If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- v) If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
- vi) The entire agreement should be in type written form/ computer printed form.
- vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- viii) All corrections/ additions made in the agreement are to be initialed.

33. Performance Security

Security deposit shall consist of Performance Guarantee to be submitted after issue of LOI, and.

- (i) Performance Guarantee shall be 10% of the amount arrived by calculating the discount offered by the bidder and after adjusting the EMD deposited on the projected volume of business. Any damage done by the bidder or any outstanding dues will be adjusted from the security deposit.
- (ii) Successful Bidder has to submit the Performance security @ 10% of Contract price within 21 days of receipt of Letter of Intent, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.
- (iii) The Port Trust will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- (iv) The performance guarantee cum security deposit in the form of bank guarantee should be from any nationalized/scheduled bank having is branch at Kolkata.
- v) The Port Trust may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- vi) Security deposit will be refunded after two months from the date of completion of contract period and peaceful handing over port land and rooms allotted by KoPT in the same condition. .

34. Issue of Work Order

Work order will be issued indicating the Contract value, completion period etc. after submission of Performance Security Deposit and Contract Agreement on Non-Judicial Stamp Paper by the successful bidder as per Tender Conditions.



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

35. Time Schedule

The Contract shall be effective from the date of issue of Work Order and the successful bidder is required to set up and commence the outlets within two months from the date of issue of work order.

36 Corrupt or Fraudulent Practices

36.1 The Employer requires that contractor has to observe the highest standard of ethics during the execution of this contract. In pursuance of policy, the Employer define the corrupt and fraudulent practice as under:

(a) defines the following for the purpose of these provisions :

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

37. If two or more highest bidders quote the same price offer, then they shall be called for negotiation for increasing the discount offered by them.

38. The quoting firms must indicate the percentage of discount offered on monthly bills in the Price-Bid, which shall be the basis for deciding the successful bidder, subject to compliance of stipulated terms & conditions of the tender.

39. The bidders are required to sign and upload the scanned pre-contract integrity pact as per Annexure-7 alongwith the tender failing which their bid shall be liable for rejection. Original hard copy of pre-contract Integrity Pact Agreement shall be submitted by Post or hand immediately within seven days of last date of opening of bid. The "principal" means "Kolkata Port Trust" and "Counter party" means contractor".

40. The yearly average business volume is around Rs. 2.67 crores.

**Seal & Signature
of the contractor**

**Chief Medical Officer
Kolkata Port Trust**



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

SECTION – II
GENERAL CONDITIONS OF CONTRACT
{ May be down loaded from KoPTwebsite }

GENERAL CONDITIONS

1. Definitions

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a. **"Employer"** means Board of Trustees of Kolkata Port, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Medical Officer or any other officers so nominated by the Board.
- b. **"Contractor"** means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- c. **"Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Intent, Contract Agreement and the work order.
- d. **"Contract Price"** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government.
- e. **"Chief Medical Officer"** shall mean the Chief Medical Officer or any other officer nominated by Kolkata Port Trust.
- f. The **"Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- g. The **"Schedule"** shall mean the schedule or Schedules attached to the specifications.
- h. **"Day"** means calendar days, **"months"** are calendar months
- i. **"Beneficiaries"** means KOPT employees/pensioners/ dependant family members and CISF Personnel or any other entities allowed by KOPT from time to time.

2.0 Use of Contract Document :

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

3.0 Change Orders:

At any time during the contract period, by a written notice to the Contractor, changes may be made in the general scope of contract. The Chief Medical Officer, with due approval of competent authority, may make any changes in the quality and/or quantity of the work in his opinion, be necessary and for that purpose the Chief Medical Officer shall have the power to order the Contractor to do and the Contractor shall do any of the following:



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

a. Increase or decrease no. Of outlets and change in the location of outlet included in the contract,

4.0 Resolution of Dispute

The Board and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation between the Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, KOPT whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.

Jurisdiction of Courts :

All such disputes, which could not be settled at the intervention of Chairman, KoPT, shall be subjected to the jurisdiction of the courts at Kolkata.

5. Force Majeure:

In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.

If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from it's occurrence**. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.

In any other situation, which is beyond the reasonable control of the Contractor in the opinion of the CMO, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as "Force Majeure" situation.

6.0 Compliance with Statutes, Regulations :

The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep KOPT indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for KOPT to witness the payment made by the Contractor to his staff and labour.



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

7. Time Extensions:

- The Contractor may claim extension of the time limits in case of;
- Changes ordered by Kolkata Port Trust.
 - Force Majeure.
 - All the incidents of delay should be entered in the hindrance register which will be base for granting any extension.

8 Time is the essence of the contract:

Time is the essence of the contract and the Contractor shall ensure that all the obligations under the contract are completed within the agreed time schedule. The Contractor shall be solely responsible for all the delays including the delays caused by it's vendors. In case of delay in progress of the works, Kolkata Port Trust reserves the right to withhold the payment, cancel the contract unilaterally or complete the work departmentally.

9 Liquidated Damages:

9.1 In the event of failure to execute the Contract by the Contractor within the stipulated date or such extension thereof as may be allowed by the Chief Medical Officer in writing, the Contractor shall be required to pay as compensation to KoPT @ 1/2% 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

9.2 The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the contractor to commence the outlets within of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.

9.3 The employer, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

9.4 In the event of such termination of the contract as described in clauses (9.2) or (9.3) or both, the employer shall be entitled to recover forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.

10 Variations:

10.1. Variation in Conditions of Contract:

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract (GCC) and the Special Conditions of Contract – if any special conditions of contract shall prevail. But in case of any requirement/condition specified in the Scope of Work, it shall prevail over all other conditions.

10.2. The Contractor shall warrant the Board that the goods and services under this contract will comply strictly with the contract, shall be first class in every particular case and, shall be free from defects.

11 Price, Taxes, Duties:

It is the responsibility of the contractor to clear all the payment as per statutory provision of State Government as well as Central Government. Centenary Hospital authority is no way responsible for this.

- The price quoted shall be including all taxes and duties.
- Supplier/ Service provider to confirm that 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 time prescribed under such laws. Supplier/



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

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 Kolkata Port Trust is not sure that accurate tax amount is finally reflected in 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.

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

12. Deduction:

12.1. Deduction of taxes/income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.

12.2 While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Trust property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, Kolkata Port Trust shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Chief Medical Officer shall be conclusive.

12.3 Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

13.0 Subcontracts:

The Contractor shall not be allowed to engage any sub-contract for all or any part of this contract.

14.0 Conduct:

The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the enactment of the works.

15.0 Accident:

The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the CMO giving all the details in writing. He shall also provide additional information about the accident as requested by the CMO.

16.0 Watch and ward:

During the contract period, it shall be the responsibility of the Contractor to arrange watch and ward of the outlets at his own cost. KoPT will not be responsible for the same.

17.0 Termination:

17.1 Centenary Hospital reserves the right to terminate the contract at any time during the currency/subsistence of the contract by giving three month's (90 days) prior written notice to the contractor, if the service/performance/conduct of the contractor is found to be unsatisfactory to the KoPT which may be in the nature of non-availability of medicines, dispensing wrong / expired medicines, misbehavior by



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

employees of the Contractor etc. KoPT's evaluation of the performance of the contractor during the period of his/her contract will be final & binding on the contractor. KoPT will have the choice to forfeit the **Security deposit** under such circumstances.

if the Contractor fails to commence within the period as specified in the contract or any extension granted by the Board;

if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.

- 17.2 In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Kolkata Port Trust for a period decided by KOPT.
- 17.3 The employer may terminate the contract if Contractor causes a fundamental breach of the contract.
- 17.4 Fundamental breaches of contract include, but shall not be limited to the following:
- a) The contractor does not open outlet for one day which has not been authorized by the CMO or his nominee.
 - b) The contractor becomes bankrupt.
 - c) The contractor has delayed the commencement of outlets by two months.
 - c) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
 - e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of any thing of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the employer of the benefits of free and open competition".
 - f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
 - g) Any material lying at site will not be removed without the prior written permission of CMO.

18. **Arbitration Clause:**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.

It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.

The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.

It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.

It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.

It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the CMO that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Trust shall be discharged and released of all liabilities under the contract in respect of these claims.

It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.

The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.

The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.

Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.

It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit there statement of claims and counter statement of claims.

Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

19.0 Indemnification:

The Contractor shall indemnify, protect and defend at its own cost, Kolkata Port Trust and its agents & employees from & against any/all actions, claims, losses or damages arising out of

- any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties;
- Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

20. Chief Medical Officer or his nominee's Decisions

Except where otherwise specifically stated, the CMO or his nominee will decide contractual matters between the employer and the Contractor in the role representing the employer.

21. Delegation

The CMO or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

22. Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

23 Employer's Obligation

- That for carrying out the above said service; KoPT will provide the Vendor with appropriate space in the premises of the port hospital on chargeable basis. The Vendor shall pay in time license fee for the space provided by KOPT as per the applicable rules and rates applicable from time to time.
- KoPT will provide electricity on chargeable basis as applicable from time to time at commercial rates, subject to available. However, the contractor is required to keep generator in case of any emergency.
- The employer will not provide Port Trust Quarters, during the tenure of contract.
- Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.
- On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate with the approval of the Chief Medical Officer, the employer.

24. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The contractor is to notify the employer or his nominee of such discoveries and carry out the instructions of employer or his nominee for dealing with them.

25 Access to the outlets

The contractor shall allow the Chief Medical Officer or his nominee and any person authorised by him access to the outlets to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the work.

26 Instructions

The contractor shall carry out all instructions of the CMO or his nominee which comply with applicable laws where the site is located.

27 Safety

The Contractor shall be responsible for the safety of all activities on the site/outlets.

28 Use of Contract Document:

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

29 Memorandum of Settlement:

The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior written permission of the employer in relation to any work under taken by him in the Port premises.

30 Deviations:

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined by Kolkata Port Trust. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by KoPT at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted. However, only in unavoidable circumstances, Kolkata Port Trust may consider such requests from the Contractor, provided the Contractor submits it's request with adequate justification.



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

31. Engagement of Labour:

The contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

32 Police verification of staff

The Contractor who has been awarded the job through Work Order shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all staff engaged by them, before commencing the outlets.

The Contractor shall, if required by the CMO, deliver to the CMO a return in detail, in such form and at such intervals as the CMO may prescribe, showing the staff and numbers of the several classes of staffs from time to time employed by the Contractor on the outlets and such other information as the CMO may require.

33 Submission of Labour Reports by Every Fortnight :

The contractor shall submit, by the 4th and 19th of every month, to the CMO a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

1. The number of labourers employed by him on the work.
2. Their working hours.
3. The wages paid to them.
4. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and

No Labour Below 14 Years: No labour below the age of 14 (fourteen) years shall be employed on the work.

34 No damage, hindrance or interference to the hospital activities:

The contractor shall be required to execute the work in such a manner as not to cause any damage, hindrance or interference to the hospital activities and the work going on in the area. The contractor shall have to make good the loss at his own cost and risk all damages caused by his workmen to Port property and no extra payment shall be made to him on that account.

35 The contractor shall have to obtain necessary license from the Assistant Labour Commissioner (Central), KOLKATA in case he has to engage 10 or more staff on any day.

36. The contractor will allow the representative of KOPT inside the outlets without any resistance and hindrance for the purpose of inspection of the outlets Allopathic Medicines stocked by the contractor, audit of billing, accounts, registers, software, credential of the staff etc.

**Seal & Signature
of the contractor**

**Chief Medical Officer
Kolkata Port Trust**



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

SECTION –III SPECIAL CONDITIONS

(These special conditions will supersede the General Condition and ITB wherever applicable)

1. PRODUCTION OF BILL :

- (i) The indents / slips / requisitions/ Prescription to be accepted by the retailer must carry the signature of Medical Officer of Kolkata Port Trust whose specimen signature will be supplied duly attested by the Chief Medical Officer, Kolkata Port Trust. The supplier shall present their bill generated through computer (in duplicate) through any software. The bill shall show in detail the supply made each day along with the details of the Allopathic Medicines as supplied together with doctor's prescription and patient ID/ Registration No. The bills must be submitted along with the prescriptions in original made by the Medical Officers of Kolkata Port Trust.

Sample Bill

Name of the Patient _____ Prescription Slip No _____

SL	Product name & Brand	Qty	Pack size	Batch No	Expiry	MRP	GST	Total MRP
1		2	10			9.58	12%	19.16
2		1				108.3	5%	108.3
Less Proposed discount 10%								12.75
Net Payable								114.71

Basic Price	discount	Net Taxable	GST
17.11	1.71	15.39	0.92
103.14	10.31	92.82	2.320
120.25	12.025	108.225	3.24

- (ii) Separate computerized statement along with the invoice and copy of doctor's prescription will be submitted by the contractor in respect of outlet for Allopathic Medicines, The statement should consist columns such Sr. No., Name of KOPT beneficiaries, Medical Card No., Name of Allopathic Medicines, Cost of Allopathic Medicines, date of prescription by KOPT doctor, actual date of supply by contractor.
- (iii) A computerized statement showing the details of the incidents where Allopathic Medicines supplied late /delayed after next day from the date of prescription date. The statement should consist columns such Sr. No., Name of KOPT beneficiaries, Medical Card No., Name of Allopathic Medicines, Cost of , Allopathic Medicines, date of prescription by KoPT doctor, actual date of supply by contractor.
- (iv) The contractor should also submit separate computerized statement showing the , Allopathic Medicines supplied to different KOPT beneficiaries i.e. regular employees, pensioners, CISF personnel, other beneficiaries allowed by KOPT personnel. The statement should consist columns such as (i) Reporting month, (ii) type of beneficiaries (iii)-Type wise medicine (v) Cost of such type of , Allopathic Medicines.
- (v) The contractor will also submit the soft copy of the above statement to KoPT.
- (vi) The format of the statement can be changed as per the requirement of KoPT.
- (vii) The above statements are required to be invariably attached with the monthly claim bill submitted by the contractor.

2. PAYMENT TERMS:



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

- (i) The supplier shall claim payment once in a month by submitting the bills with all the necessary documents. The payment will normally be arranged within 2 to 3 weeks from the date of presentations/ submission. Payment will be directly transferred to the bank account of the retailer/contract holder. No payment will be made by KOPT to the contractor in respect of non reimbursable Allopathic Medicines.
- (ii) The payment will be released after deducting the discounts offered by the contractor on monthly bill amount to KoPT as well as any penalty, security deposit and applicable taxes.
- (iii) Any discount offered by the contractor to KOPT beneficiaries will be ignored while working out discounts offered by the contractor to KOPT.

3. **CONTRACTOR'S OBLIGATIONS**

The contractor shall provide Allopathic Medicines. to the KoPT beneficiaries through an outlet in the Port Hospital

3.1 **ENGAGEMENT OF STAFF AND MAINTENANCE OF THE OUTLET ETC.**

- i. Staff with Pharmacy qualification should be available for identifying and dispensing Allopathic Medicines to be supplied to the KOPT beneficiaries during the Dispensary working hours.
- ii. The representative of the contractor engaged for the above purpose must maintain all discipline and should not be a cause of disturbance of any form or nature and the contractor will be responsible for the conduct of his staff as engaged by him.
- iii. The contractor will be required to open an outlet in THE PREMISES OF Port Hospital at the place designated by KOLKATA PORT authorities and the Allopathic Medicines shall be provided through the outlet immediately on submission of prescription.
- iv. The contractor will comply with all statutory provisions governing such business. The contractor shall also comply with provisions of labour Laws and Drug laws in respect of staff and transaction in outlets. Kolkata Port Trust will in no way be held responsible for any such lapses.
- v. Any Medicines, which the Medical Officer of the Dispensary doesn't want to be stored or kept in the outlet should not be stored or kept in the outlet.

3.2 **DELIVERY OF ALLOPATHIC MEDICINES:**

- a. The delivery of Allopathic Medicines in most cases will be made instantly through the outlet. On rare occasions it shall be made available the same day or latest by next day. In case of emergency, the medicine may be delivered at the residence of the patients at Kolkata, , as directed by the Medical Officer.
- b. If Allopathic Medicines of any cost supplied late /delayed after next day, the penalty may be charged (5% reduction) on the cost of the medicine which will be recovered from the payment of the contractor.
- c. The contractor will generate bills on the date of actual supply of Allopathic Medicines only. Any malpractice in this regard, will attract a penalty of Rs. 50,000.00 per incident and decision of CMO in this regard will be final and binding.



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15 /1/2020

3.3 NON-AVAILABILITY OF ALLOPATHIC MEDICINES:

When, Allopathic Medicines are not available with the supplier for supply, the same may be substituted by the Medical Officers in his/her discretion. In case the substituted, Allopathic Medicines are not available with the supplier, the same will be procured from the market and supplied by the retailer on the same day or very next day. In case the medicine is not available in the market, the retailer may give a non-availability certificate in the prescription/requisition slip. However, this should be restricted to maximum 3% of the total number of prescriptions in a month. In case such incident increases more than 3% in any month, penalty at the rate of Rs. 20,000.00 per percentage or part thereof will be recovered from the contractor.

3.4. QUALITY & QUANTITY OF MEDICINE:

The medicine supplies should not be of sub-standard, duplicate or spurious or beyond its expiry period. The Competent authority from time to time will pick up randomly few Allopathic Medicines stored in this outlet and send for analysis the respective companies for checking genuity of, Allopathic Medicines. Any such lapses will be viewed very seriously besides any other appropriate legal action as may be deemed fit by Kolkata Port Trust and penalty of Rs. 1,00,000.00 per incident will be imposed. **In case of doubt about the quality of medicine, CMO may ask, medicine to be tested in a FDA approved Lab and cost of the same will be borne by the vendor.**

3.5 LIFE PERIOD

The Allopathic Medicines as supplied should have normally the shelf life one year or more. In rare cases, shelf life up to six months is acceptable. The security deposit is also liable to be forfeited if the performance of the contract is not satisfactory.

3.6 The firm has to open an outlet in the premises of Port Hospital at designated place and supply, Allopathic Medicines by Pharmacist against slips / requisition issued by the doctors of Kolkata Port.

3.7 Contractor shall not sell any item other than, Allopathic Medicines for which contract has been awarded and bottled waters. The contractor is not allowed to sell or distribute any type of, Allopathic Medicines to anyone other than KoPT beneficiaries from the outlets allowed to be installed by KOPT.

3.8 The supplier will be responsible for safe custody of the, Allopathic Medicines to be kept in the outlet. Kolkata Port Trust will not be responsible for the security of the outlet. The supplier may insure the outlet at his own cost.

3.9 No extra amount towards GST or any other levy/tax will be paid which has to be borne by the contractor. Tampering on the printed M.R.P of the manufacturer by the local pharmacy/ chemist by using stickers or any other means will not be accepted. All tax liability shall be borne by the contractor.

3.10 That for the assigned work, the Vendor shall deploy medically and physically fit persons. The Vendor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.

3.11 That the Vendor shall submit details, such as names, parentage, residential address, age, etc. of the persons deployed by him in the outlets. For the purpose of proper identification of the employees of the Vendor deployed for the work, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.

3.12 That the Vendor shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.

3.13 That the Vendor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the KOPT indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid



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15 /1/2020

statutory provisions. Vendor's failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, KOPT shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Vendor's monthly payments.

3.14 The Vendor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of KOPT.

The Vendor shall remove all workers deployed by him on termination of the contract or on expiry of the contract and ensure that no such person shall create any disruption/hindrance/problem of any nature either explicitly or implicitly.

The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Vendor and/or loss/damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Vendor.

3.15 The security will be refunded to the Vendor after two months of the expiry of the contract only on the satisfactory performance of the contract.

3.16 That the Vendor shall keep KOPT indemnified against all claims whatsoever in respect of the employees deployed by the Vendor. In case any employee of the Vendor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Vendor to contest the same. In case KOPT is made party and is supposed to contest the case, KOPT will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Vendor to KOPT on demand. Further the Vendor shall ensure that no financial or any other liability comes on KOPT in this respect of any nature whatsoever and shall keep KOPT indemnified in this respect.

3.17 The Vendor shall further keep KOPT indemnified against any loss to the KOPT property and assets. KOPT shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Vendor under this contract.

3.18 That the Vendor shall ensure that the persons so deployed do not allow any property of KOPT to be taken out of the premises without a Gate Pass signed by the designated officials of KOPT. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the Vendor along with subsequent changes, if any. The Chief Medical Officer shall make suitable arrangement to ensure compliance.

3.19 That the Vendor shall report promptly to KOPT any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the Vendor to ensure security and safety of his men and materials. If any theft pilferage takes place due to any reason, KOPT shall not be liable. However, if any loss is caused to the properties of KOPT on account of dishonesty, and/or due to any lapse on the part of the Vendor or his worker, the Vendor shall make good on demand the loss to KOPT.

3.20 The contractor is required to hand over the rooms and land in its original position.

3.21 Commencing the outlet within 60 days from the date of issue of LOI.

3.22 Opening Timing of Outlets

The timing of outlet at Centenary Hospital will be from 08.00 am to 08.00 pm.

However, in case of any emergency, the contractor is bound to supply , Allopathic Medicines by opening of the



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

outlets. The said timing may be changed during the contract period as per the instructions issued by CMO from time to time which will be binding on the contractor. Before opening and closing of the outlets, the contractor will inform in-charge Nurse about the same on daily basis and in-charge Nurse will necessary entries in separate register. The outlets will be kept opened even on holidays.

In any given day, the contract fails to open the outlet, penalty at the rate of Rs.50,000.00 per day or part thereof will be imposed. Delay of half an hour in opening of outlets and earlier closing of the outlets will attract a penalty of Rs. 10,000.00 per day and part thereof.

3.23 The supplier will have to maintain sufficient stock of regularly prescribed all brand of , Allopathic Medicines at all times to avoid inconvenience to KOPT beneficiaries availing medical benefits from Port Hospital.

3.24 The supplier has to record batch number, name of manufacturer, expiry date in the invoice/bill at the time of supply. Medicine prescribed should be supplied without any substitute.

4. KoPT's OBLIGATIONS:

i. For carrying out the above said service; KoPT will provide the Vendor with appropriate space in the premises of the hospital on chargeable basis. The Vendor shall pay in time license fee for the space provided by KOPT as per the applicable rules and rates applicable from time to time.

ii. KoPT will provide electricity on chargeable basis as applicable from time to time at commercial rates, subject to availability. However, the contractor is required to keep generator in case of any emergency.

iii. KoPT will provide room within the premise of the hospital for opening of outlet as and where basis which needs to be furnished by the successful bidder.

iv. KoPT will make it mandatory for its beneficiaries to take , Allopathic Medicines from the contractor. However, KoPT is not giving any guaranteed volume of business.

v. KoPT will provide a statement containing non-reimbursable Allopathic Medicines to the contractor and same will be updated from time to time.

5. Order Acceptance:

The firm shall give unequivocal acceptance of the LOA within 7 days of receipt of the same.

6. There is no maximum monetary limit in recovery of penalty.

7. In case the successful bidder is also having hospitals within W.B or India which have been recognized by KoPT for the treatment of its beneficiaries, the discount will also be applicable on the bills on such referral cases.

8. The Contract period will be Two years extendable to six months on mutual consent on same discount, terms and condition.

**Seal & Signature
of the contractor**

**Chief Medical Officer
Kolkata Port Trust**



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

SECTION IV **FORMS OF BID**

Part – I

To be submitted by Bidders with their Bids

NOS. OF FOMAT	NAME OF FORMS/FORMAT
1	Specimen of Application
2	Pre-qualification of bidders
3	Format of declaration
4	Letter of authority for submission of bid
5	Exceptions & Deviations
6	Undertaking
7	Integrity Pact
8	Company Particulars Appendix-A
9	Undertaking in lieu of uploading/submitting signed copy of full tender document Annex- C
10	Details of EMD and Tender cost.

Part – II

To be used by successful Bidder

NOS. OF FORMAT	NAME OF FORMS/FORMAT
11	Letter of intent
12	Form of Agreement
13	Specimen bank guarantee of Performance Guarantee/Security Deposit
14	Letter of authority from bank for all BGs
15	Format of Extension



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

Form -1

Tendering Forms

SPECIMEN OF APPLICATION

(To be executed on bidder's letter head) To
The Chief Medical Officer
Kolkata Port Trust
(Address _____)

Pin Code: _____

We, the undersigned, declare that:

(a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide

(b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no **(insert No.)**

(c) our tender shall be valid for the period of 120 days , from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.

(d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.

(e) No Joint Venture / Joint Venture.

(f) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.

(g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.

(i). We understand that you are not bound to accept the highest evaluated tender or any other tender or you can also split the work that you may receive.
We also make a specific note of clause of [ITB, NIT] under which the contract is governed.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the form of tender]

Name:[insert complete name of person signing the form of tender]

Duly authorized to sign the tender for and on behalf of: [insert complete name of tenderer]

Dated on _____ day of _____, _____ (insert date of signing)



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

FORM – 2

DETAILS OF FINANCIAL STABILITY

1. THE AVERAGE ANNUAL FINANCIAL TURN OVER OF THE APPLICANT IN THE LAST THREE YEARS ending 31st march of previous financial year should not be less than **Rs. 25 Cr.** as certified by Chartered Accountant. (ATTACH COPIES OF AUDITED ACCOUNTS).

Sr. No.	Year	Turn Over
1.	2016-17	
2.	2017-18	
3.	2018-19	

2. Existing outlets of the bidder in India:

No. Of Out lets	Location	Turn Over		
		2016-17	2017-18	2018-19
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

3. NAME AND ADDRESS OF THE BANKERS OF THE CONTRACTOR

DETAILS OF BANKER'S CERTIFICATE. (The Contractor should possess valid Banker's Financial Stability Statement issued from a Nationalized Bank/Scheduled Bank - **Attach valid certificate from the Nationalized Bank/Scheduled Bank**).

SIGNATURE OF TENDERER



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

Form-3

FORMAT FOR DECLARATION

(To be executed on bidder's Letter Head)

To _____
(Project title) Ref _____

The undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:

The information furnished in our bid is true and accurate to the best of my knowledge.

That, in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price bid of the Tender on the basis of provisions made in the Tender Documents to follow.

When the call for Tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.

We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.

We also state that no changes have been made by us in the downloaded tender formats and understand that in the event of any discrepancies observed, the tender hoisted on website of (n) procure is full and final for all legal/contractual obligations.

We also declare that, our firm has not been banned / de-listed by any government or PSUs.

We also give an undertaking that, we have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid Date:

Name of Applicant:
Represented by (Name & capacity)

Date:

_____ Place: _____



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

Form-4

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID

(To be executed on Rs.100/- non Judicial Stamp Paper)

The

Dear Sir,

We do hereby confirm
 that Shri(Name, designation and Address) is/are authorized to represent us to
 bid, negotiate and conclude the agreement on our behalf with you {copy of board resolution attached (in
 case of company)} for tender no. ----- for the work ofand his specimen
 signature is appended here to .

We confirm that we shall be bound by all and whatsoever our said signatory shall commit.

We understand that the communication made with him by the employer/Board shall be deemed to have
 been done with us in respect of this Tender.

[specimen signature]

Yours faithfully, Signature:

Name & Designation:



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

Form -5

SPECIMEN FORMAT FOR EXCEPTIONS AND DEVIATIONS

As pointed out in the tender call notice, bidders may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

Sr.	Page no. of bid document	Clause no. of bid document	Subject deviation with reasons

Note: however, the bidders to note that, in the event of un-acceptable deviations, if any, the bid shall be liable for rejection. Bidders is discouraged to deviate from bid condition, specifications, delivery schedules, commercial terms as per the tender document,

Duly authorized to sign this authorization on behalf of: (insert complete name of Tenderer)
Dated on _____day of _____, _____(insert date of signing)



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

Form -6

Undertaking for opening an Outlet for supply of Allopathic Medicine to KoPT beneficiaries from the outlets in Premises of Centenary Hospital of KoPT."

I/We hereby undertake that my/our firm will open an outlet for supply of **Allopathic medicine** to KoPT beneficiaries from the outlet in the premises of Centenary Hospital of KoPT" and the outlet will be manned by a Pharmacist during all working hours of the hospitals as mentioned in the tender with no extra cost to the Kolkata Port Trust. I/our firm will pay the monthly the license fees, electricity and water charges as decided by the Kolkata Port Trust. My/our firm will be responsible for the conduct of the staff to be deployed in the outlet.

(Signature of the Proprietor / Authorized Signatory
with date and seal)

Name : _____
(In block letters)



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

Form -7

**INTEGRITY PACT BETWEEN
KOLKATA PORT TRUST (KoPT) hereinafter referred to as "The Principal"
AND**

(Name of the bidder and consortium members)..... hereinafter referred to as "the Bidder/Contractor"

PREAMBLE: The Principal intends to award, under laid down organizational procedures, contract/s for tender No.....
The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The central vigilance Commission (CVC) has been promoting / s and Contractor / s.

Preamble: The Principal intends to award, under laid down organizational procedures, contract/concession for Tender No

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations in pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (b) The Principal will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - (c) The Principal will exclude from the process all known prejudicial persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Principal, the proceedings under the contract would not be stalled.



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

Section 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post contract stages. He commits himself to observe the following principles during the contract execution.
 - a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.
 - b. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness, or to introduce cartelization in the bidding process.
 - c. The Bidder/Contractor will not commit any offence, under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - e. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
 - f. The Bidder commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts. g. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3 Disqualification from or exclusion from future contracts

If the Bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Bidder, into question, the principal is entitled to disqualify the Bidder, from the tender process, or to terminate the contract, if already signed, for such reason.



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

1. If the Bidder/Contractor has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process, terminate the contract if already awarded and also, to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions, within the company hierarchy of the Bidder and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3 years.

Note: A transgression is considered to have occurred, if in the light of available evidence, no reasonable doubt is possible.

2. The Bidder accepts and undertakes to respect and uphold, the principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that, he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section-4 Compensation for Damages

1. If the Principal has disqualified the Bidder, from the tender process prior to the award, according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section-3, or if the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The Bidder agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder/Contractor can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section-5 Previous transgression

1. The Bidder declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Public Sector Enterprises in India,



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चिकित्सा विभाग,सेन्टेनरी अस्पताल
1,डायमंड हार्बर रोड,कोलकाता-700 053

KOLKATA PORT TRUST
MEDICAL DEPARTMENT,CENTENARY HOSPITAL
1, DIAMOND HARBOUR ROAD,-700053

[ISO 9001: 2008 Certified]

Telefax : (033) 2401 4503 Phone No. (033) 2401 8735 /
2778 / 2779

Website: www.porttrust.gov.in,

E-mail: cmo@kolkataporttrust.gov.in



Tender for supply of Out of Stock Allopathic Medicines in "Pharmacy" of Port hospital of KoPT , to serving and retired employees , visiting out door & Indoor Patients from the outlets in premises of Centenary Hospital of KoPT.

Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

that could justify his exclusion from the award of the contract.

2. If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

Section-6 Equal treatment of all Bidders/Contractors/ Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one which all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all Bidders, who do not sign this part or violates its provisions.

Section-7 Criminal charges against violating Bidders / Contractors / Sub - contractors

If the principal obtains knowledge of conduct of a Bidder/Contractor or Subcontractor, or of an employee, or a representative, or an associate of a Bidder/Contractor, or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the Vigilance office.

Section-8 External Independent Monitor

1. Pursuant to the need to implement and operate this Integrity Pact the Principal has appointed Dr. M. Kelkar Chief Medical Officer) independent Monitor, for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent, the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions, by the representative of the parties to the Chairperson of the Board of the Principal.
3. The Bidder/Contractor accepts that, the monitor has the right to access, without restriction to all Project documentation of the Principal, including that provided by the Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor, sufficient information about all meetings, among the parties related to the Project, provided such meetings could have an impact, on the contractual relations between the Principal and the Bidder/Contractor. The parties offer to the Monitor the option to participate in such meetings.



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15 /1/2020

5. As soon as the Monitor notices a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or heal the violation. Or to take other relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties, that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report, to the Chairperson of the Board of the Principal, within 8 to 10 weeks, from the date of reference of intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board, a substantiate suspension of an offence, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section-9 Pact Duration

This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made. If any claim is made/lodged during this time, the same shall be binding and continue be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined Chairperson of the Principal. The Pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of the contract.

Section-10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata Port Trust 15, Strand Road Kolkata 700053.
2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.
3. If the Bidder / Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intentions.

For the Principal

For the Bidder/Contractor

Place: Kolkata

Witness-1.....

Witness-2

Date: dd/mm/2020



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020
Form-8

APPENDIX-'A'

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

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. _____

Date: ____ / ____ / 2020

Signature of the Authorized Signatory of the Tenderer
(with official Seal and date)



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020
Form 9

ANNEX- C

[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/314/20-22/1760 dated 15/1/2020

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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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020
Form 10

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.) or particulars of demand draft/	Amount (In Rs) Rs. 2950/-Rupees two thousand nine hundred and fifty only)including 18% GST.

B. Earnest Money Deposit:

Detail Particulars of deposit of Amount by RTGS / NEFT (Date of Remittance, Name of the Bank, & Branch, UTR No.) or particulars of demand draft/	Amount (In Rs) Rs. 10,68,000/- (Rupees Ten lacs sixty eight thousand)

Offer No. _____

Authorized Signatory of the Tenderer

Date: (with official Seal and date)



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15 /1/2020

Form-11

LETTER OF INTENT

(On the letter head paper of the Kolkata Port Trust)

Date: _____

To: _____
(Name & address of contractor)
Dear Sir,
Sub: Tender No.
Title of Tender

Ref: Your Bid Dated
And (list of correspondence with the Bidders)

This is to notify you that your bid dated _____ for supply of the _____ (name of the contract and identification number, as given in the instruction to bidders) for the Contract Price of Rupees _____ (amount in words and figures) as corrected and modified in accordance with the Tender Documents is hereby accepted by the Employer/Board.

You are hereby requested to furnish performance guarantee, in the form detailed in Tender Document for an amount of Rs. _____ within (21) days of the receipt of this letter of acceptance and valid up to 21 days from the date of completion of contractual obligations, subject to removal of Defects, i.e. up to _____ and also sign the contract agreement within (14) days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow. Please acknowledge receipt.

Yours faithfully

Chief Medical Officer



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15 /1/2020

Form-12

FORM OF AGREEMENT (FOR EXECUTION OF WORK)

This agreement made of this _____ day of _____ Two Thousand between the Board of Trustees of the Port of Kolkata a body corporate under Major Ports Act, 1963 having its registered office at 15, Strand Road Kolkata 700001 (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context , be deemed to include their successors in office) of the one part and _____ (Name and address of all the partners if a partnership with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors , administration , representatives and assignees or successors in office of the other part.

WHEREAS the Board is desirous of carrying out the work of _____ And whereas the Contractor has offered to execute and complete such work.

WHEREAS the Contractor has deposited a sum of Rs. _____ (Rupees _____ only) as security deposit in the form of _____ and / or agreed to deposit the security deposit as follows for the due fulfillment of all the conditions of the contract.

- 1) Rs. _____ _ paid in cash/ in form of FDR/SDR towards earnest money to be treated as Security Deposit.
- 2) Balance amount of Rs _____ to be recovered from the work bills.

NOW THIS AGREEMENT WITHINNESS AS FOLLOWS:-

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
2. The following documents shall be deemed to form and read as construed part of this agreement viz. :
 - i) Notice inviting tender.
 - ii) Technical specifications.
 - iii) Special conditions of contract.
 - iv) Tender submitted by the Contractor.
 - v) The schedule items of work with quantities and rates.
 - vi) Any correspondence made between the CMO and the Contractor after opening of the cover-I—as regards to contain clarifications/details called for vice versa.
 - vii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e 'Cover-I'.
 - viii) Bank Guarantee for security deposit.



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

3. The Contractor hereby covenants with the Board to complete the work of _____ in conformity in all respects , with the provisions of the contract.
4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs. _____ (Rupees _____ only) at the time and in the manner prescribed of the contract.
 IN WITNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of:-

Witness

1. Name & Address _____ Signature of Contractor
 Seal

2. Name & Address _____
 Seal

Signed, sealed and delivered by Shri _____ on behalf of the Board in presence of

1. _____

2. _____

(Chief Medical Officer)
 Kolkata Port Trust

The common seal of the Board of Trustees of the Port of Kolkata affixed in the presence of:

1. _____

Secretary

2. _____

Kolkata Port Trust



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15 /1/2020

Form -13

Draft Pro-forma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, To be issued by the Kolkata / Haldia Branch, As the case may be of any Nationalized Bank of India
(on Non-Judicial Stamp Paper worth Rs.100/- or as decided by the Engineer / Legal Advisor of the Trustees)

To
The Board of Trustees
for the Port of Kolkata.

BANK GUARANTEE NO.....DATE.....
Name of issuing Bank.....
Name of Branch.....
Address.....

In consideration of the Board of Trustees for the Port of Kolkata, 15, Strand Road Kolkata 700001, a body corporate – duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri/Messrs....., a Proprietary/Partnership/Limited/Registered Company, having its Registered Office at..... (hereinafter referred to as "The Contractor"), from cash payment of Security Deposit / payment of Security Deposit through deduction from Contractor's bill under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of work as per Work Order) in terms of Work Order No..... dated (hereinafter referred to as "the said contract"), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs..... (Rupees), we.....Branch, Kolkata/ further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, weBranch, Kolkata...../Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date such demand by as A/c. Payee Banker's case drawn in favor of "Kolkata Port Trust", without any demur. Even if be any dispute between the Contractor and the Trustees, this would be no ground for us,..... (Name of Bank),Branch, Kolkata /Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we,Branch, Kolkata..... /Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid, shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Contractor.

2. We,Branch, Kolkata /Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us,Branch, Kolkata/Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the Contractor and no protest by the Contractor, made either directly or indirectly or through court, can be valid ground for us,Branch, Kolkata...../Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

3. We, ... Branch, Kolkata .../Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the Contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract, have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the Contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of..... ..200.....and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us,Branch, Kolkata...../Haldia, in further extending the said validity period of this Bank Guarantee on Non-judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the Contractor for such extension of validity of this Bank Guarantee.
4. We, ... Branch, Kolkata...../, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the Contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the Contractor and to forebear or enforce any of terms and conditions relating to the said contract and We, ... Branch, Kolkata... .. /Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor or for any fore- bearance,act or commission on the part of the Trustees or any indulgence by the Trustees to the Contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, Branch, Kolkata...../Haldia.
5. We, Branch, Kolkata /Haldia do also agree that the Trustees at their option shall be entitled to enforce this Guarantee against us Branch, Kolkata /Haldia as principal debtor in the first instance without producing against the Contractor and notwithstanding any security or other guarantee that the Trustees may have in relation to the Contractor's liabilities.
6. We, Branch, Kolkata/Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE... ..

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.

BRANCH... ..

KOLKATA /HALDIA

(OFFICIAL SEAL OF THE BANK)



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Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15/1/2020

(To be executed on Bank's Letter Head)

Form-14

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

Date:

To,
Chief Medical Officer,
Medical Department,
Centenary Hospital, 1. D.H.
Road Kolkata- 700053

Sub: Our Bank Guarantee No. _____
dated _____ for Rs. _____ favoring yourselves
issued on a/c of M/s. _____
(Name of contractor)

Dear Sir,

We confirm having issued the above mentioned guarantee favoring yourselves,
issued on account of M/s. _____ validity for expiry upto date _____ and
claim expiry date upto _____ We also confirm 1) _____ 2) _____
_____ is/are empowered to sign such Bank Guarantee on behalf of the
Bank and his/their signatures is/are binding on the Bank.

Name of signature of Bank Officer



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1, DIAMOND HARBOUR ROAD, -700053
[ISO 9001: 2008 Certified]
Telefax : (033) 2401 4503 Phone No. (033) 2401 8735 /
2778 / 2779
Website: www.porttrust.gov.in,
E-mail: cmo@porttrust.gov.in



Tender for supply of Out of Stock Allopathic Medicines in "Pharmacy" of Port hospital of KoPT, to serving and retired employees, visiting out door & Indoor Patients from the outlets in premises of Centenary Hospital of KoPT.

Tende No :MED/ PR/ ADVT/ 314/ 20-22/ 1760

15 /1/2020

APPLICATION FOR EXTENSION OF TIME TO CONTRACTOR FOR COMMENCEMENT OF OUT LETS

Form-15

(To be filled in by the Sub-Divisional Office)

Date of receipt of application from Contractor for the work of..... in the Medical Department. Acknowledgement issued by Chief Medical Officer. vide his No dated Remarks of Chief Medical Officer (on the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he does not recommend the extension, reasons for rejections should be given.)

Signature of
CMO Dated:

(To be filled in by the Medical Department)

Date of receipt in the Divisional Office.
AMO remarks regarding hindrances mentioned by the Contractor.

Serial No.
Nature of hindrance
Date of occurrence
Period for which hindrance is likely to last
Extension of time applied for by the contractor Overlapping period, if any, giving reference to items which overlap.
Net period for which extension is recommended
Remarks as to why the hindrance occurred and justification for extension recommended.

Chief Medical Officer's recommendations:
(The present progress of the work should be stated and whether the work is likely to be completed by the date upto which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under clause 2 of the agreement?)

Signature of
CMO Date



कोलकाता पत्तन न्यास
चिकित्सा विभाग,सेन्टेनरी अस्पताल
1,डायमंड हार्बर रोड,कोलकाता-700 053
KOLKATA PORT TRUST
MEDICAL DEPARTMENT,CENTENARY HOSPITAL
1, DIAMOND HARBOUR ROAD,-700053
[ISO 9001: 2008 Certified]
Telefax : (033) 2401 4503 Phone No. (033) 2401 8735 /
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15 /1/2020

SECTION- V

Schedule – B

Price bid

DESCRIPTION	Discount to be quoted in percentage %
Discount offered on monthly bill amount for medicines.	To be filled in on line only.

PRICE NOT TO BE QUOTED HERE

**Seal & Signature
of the contractor**

**Chief Medical Officer
Kolkata Port Trust**