



வ.உ.சி துறைமுக ஆணையம்
वी.ओ.सी पत्तन प्राधिकरण
V.O.C Port Authority

Global Connect

V.O. CHIDAMBARANAR PORT AUTHORITY
MEDICAL DEPARTMENT
TUTICORIN - 628 004.

E-Tendering

**TENDER DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT AND
CALIBRATION OF VARIOUS BIOMEDICAL EQUIPMENT IN VOC PORT AUTHORITY
HOSPITAL AND DISPENSARY FOR A PERIOD OF TWO YEARS**

TENDER NOTICE NO: MED-OFXOF-MED-AMCEQ-VI-23 (39269)

**THE CHIEF MEDICAL OFFICER
MEDICAL DEPARTMENT
V.O. CHIDAMBARANAR PORT AUTHORITY
TUTICORIN – 628 004.
PHONE NO.0461 – 2372713, 2372700**

CONTENTS

Sl.No	Description	Page
1	Notice Inviting Tender (NIT)	3
2.	Instructions to the Bidders	4
3.	General Terms and conditions	5
4.	Annexure I- Remittance of EMD	11
5.	Annexure II – EMD Exemption	12
6.	Annexure III - Experience	13
7.	Annexure IV – Form of Bank Guarantee (For Performance Security)	15
8.	Annexure V-Bid-Securing Declaration	17
9.	Annexure VI-Price Bid	19
10.	Annexure VII- Financial Capability	21
11	Annexure VIII-Bank Mandate Form	22
12.	Annexure IX- Contract Agreement Form	23

V.O. CHIDAMBARANAR PORT AUTHORITY
MEDICAL DEPARTMENT

SECTION I
NOTICE INVITING TENDER (NIT)
ONLY THROUGH E-TENDERING MODE

TENDER NO.:- MED-OFXOF-MED-AMCEQ-VI-23(39269)

Electronic Tenders (single Cover system) is invited by V.O.Chidambaranar Port Authority, Tuticorin from bidders for the work of “**ANNUAL MAINTENANCE CONTRACT AND CALIBRATION OF VARIOUS BIOMEDICAL EQUIPMENT IN VOC PORT AUTHORITY HOSPITAL AND DISPENSARY FOR A PERIOD OF TWO YEARS**”.

1.	Estimated Amount	Rs.4,23,246/- plus applicable GST
2.	Contract period	Two years (Extendable up to one year)
3.	Downloading of Bid documents from VOCPA online e-tendering website	From 01.03.2024 at 15.00 hours to 01.04.2024 at 15.00 hours www.vocport.gov.in or https://etenders.gov.in/eprocure/app
4	Last date and time for submission of Tenders through online	On or before 01.02.2024 hrs on 15.00 hours
5	Date and Time for opening of tender document	At 15.00 hrs on 02.04.2024
6	Validity of Tender	180 days from the date of opening the bid
7	Earnest Money Deposit (EMD)	Rs. 8,465/-
8	Tender submission through	E-tender portal https://etenders.gov.in/eprocure/app
9	Bid security declaration	Bid security declaration has to be furnished vide Annexure V

Note:-

- 1)** The Bidders are advised to read the whole document carefully and submit their Tender/Bid strictly meeting with the requirements spelt out in the bid document.
- 2)** While E-tendering all the supporting documents have to be signed in each and every page serially numbered along with seal and shall be uploaded by the Bidders and the same will be downloaded by this Port at the time of evaluation. No hard copies need to be sent to the Ports.
- 3)** On submission of bid, if it is found deficient with reference to the requirements spelt out in the bid document, it will be summarily rejected, without assigning any reason.

CHIEF MEDICAL OFFICER (I/C)

SECTION II

INSTRUCTIONS FOR BIDDERS FOR "ANNUAL MAINTENANCE CONTRACT AND CALIBRATION OF VARIOUS BIOMEDICAL EQUIPMENT IN VOC PORT AUTHORITY HOSPITAL AND DISPENSARY FOR A PERIOD OF TWO YEARS".

Tenders only through E-Tendering Mode. (<https://etenders.gov.in/eprocure/app>)

- 1) VOCPA invites Tenders through online/e-tendering only.
- 2) The intending Bidders are required to register in the website <https://etenders.gov.in/eprocure/app> by clicking " **Online Bidder Enrollment**" option in order to obtain user-id and password at first and then to activate their respective user-id by using Digital signature certificate (Class III).
- 3) The cost of payment of EMD to be made only through online payment through CPP Portal and without payment of EMD the tenders will not be considered for evaluation. Bidders may ensure the same.
- 4) The Bidder shall on its own responsibility have to download and upload the bid document in the provided E-tender portal. The Bidder has to make his own arrangements to overcome the internet, electricity or other connectivity failures to complete the tender filling online at his own risk and cost during the period specified in the NIT and the Port will not be responsible for such failures or shall not be liable to extend or accept such delayed or incomplete tender, for reasons whatsoever.
- 5) The tender document shall not be downloaded by the bidders who have litigated against the VOCPA. If such bidders submit the tender document downloaded from the website, the same will not be considered.
- 6) The tenders shall be accompanied by EMD Rs.8,000/- as specified at Sl.No.7 at page No.3 only through Online CPP Portal payment without which the Tender will not be considered. EMD in any other form will not be accepted.
- 7) Tenders which are in any way incomplete will not be considered. The Port reserves the right to waive any formality thereof or to reject any or all the tenders without assigning any reason and not bound it to accept the lowest tender.

8) Past Experience:

Qualifying criteria to be met by bidders to qualify for award of the contract is specified as follows:

The bidder should have successfully completed similar services during the last three years from the previous month of date of publication of the NIT with either of the following in any **Health Care Services** Central / State Government /Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc.

- i) Three similar completed services each costing not less than the amount equal to 40% (Forty per cent) of the estimated cost;
(or)
- ii) Two similar completed services each costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost;
(or)
- iii) One similar completed service costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost.

Note:

- i. The Experience certificate shall be considered as per the initial work order and the completion of an extended period of contract, subject to submission of satisfactory completion certificate as per **Annexure III**.
- ii. In the case of experience in Health Care Services other than central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to submit a TDS certificate for the past experience in **Form IIIB** only then will the experience be considered.
- iii. Copies of the work order and completion certificate against experience claimed in **Form III A** shall be considered for evaluation.

SECTION III

GENERAL TERMS AND CONDITIONS

1. EARNEST MONEY DEPOSIT (EMD):

- I. In order to be considered for the bid, the Bidder shall make payment of EMD through online payment gateway mode in CPP E-tendering Portal. Otherwise, the tender will be rejected. EMD in the form of cash/ Demand Draft or any other form shall not be accepted. EMD will not carry any interest.
- II. The Earnest Money Deposit of the unsuccessful Bidders shall be returned without interest as early as possible on award of Contract to the successful Bidders. The Earnest Money Deposit of the successful Bidders shall be refunded (without interest) only on receipt of the Performance Bank Guarantee as stipulated in the tender.
- III. The Earnest Money Deposit (EMD) remitted in any other form will not be considered and such tenders will be summarily rejected.
- IV. The Earnest Money Deposit (EMD) furnished by all unsuccessful bidders will be returned through an e-payment system, after the expiry of the final tender validity period but not later than 30 (thirty) days after award of Contract or signing of the Contract Agreement, whichever is earlier. The Earnest Money Deposit (EMD) of the successful bidder shall be adjusted against Security Deposit.
- V. The EMD will be forfeited, if the bidder withdraws or modifies an offer within the validity period of the bid, after the deadline for submission of such documents.
- VI. If the successful bidder fails to remit the Performance Security after the issue of letter of intent within the specified or extended time, the EMD shall be forfeited and the bidder shall be debarred/ black listed for a period of three years.
- VII. No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- VIII. Any bidder who is claiming exemption from payment of EMD based on any Central/State Government certification, the same shall be considered for such exemption provided that the firm uploads the said valid certificate copy at the time of submission of their bid documents along with the details duly filled in **Annexure II**.

2. Performance Security:

i) The successful bidder shall deposit an amount equal to **5%** of the accepted tender value as Performance Security in the form of irrevocable Bank Guarantee obtained from a Nationalized Bank or a Scheduled Bank having net -worth of above **Rs.100 crores** having its branch at Tuticorin and encashable at Tuticorin in the form as per specimen in the **Annexure IV** of the Bid document shall be in compliance for a digital confirmation for the Bank Guarantee and the same shall be sent along with a letter from the Bank directly to the Port within 15 days from the date of issue of letter of intent with a claim period of 90 days.

ii) The successful bidder may deposit the Performance Security amount through E-payment in lieu of Bank Guarantee/NEFT/RTGS to the account details are provided as below:

A	Name and address of the bank	Indian Overseas Bank, Harbour Branch, Tuticorin-628004.
B	Name of the branch	Harbour Branch
C	IFSC code	IOBA0000143
D	Account Number	01430101000000001
E	Type of Account	Savings Account
F	Beneficiary Name	FA & CAO, V.O.Chidambaranar Port Authority, Tuticorin

iii) Performance Security may also be submitted in the form of Insurance Bond (or) a deposit to Port account

iv) However, the Port may relax the above time limit of 15 days and may extend for a further period of 6 (six) days in extraordinary circumstances based on the reasons furnished by the bidder. If the Performance Security is not deposited within the stipulated period as prescribed, the Work Order stands cancelled automatically, and the Earnest Money Deposit will be forfeited.

iv) In case the Port is obliged to make any recoveries on any account from the Performance Security Deposit of the Contractor either in part or full, shall be encashed by the Port and the Contractor shall be obliged to make good the Performance Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the Contractor shall have to pay an interest of SBI base rate MCLR+ 2% per annum for the period of delay in making good the Performance Security Deposit.

3. GST:

If any extra chargeable, may be clearly indicated in the price schedule available in the e-tendering website.

Goods and Services Tax

a.As per GST Act, invoice in the prescribed format has to be issued by a registered dealer on or before the time when goods are removed for supply (where supply involves movement) on or before the time when delivery is received by the recipient (where movement of goods is not involved)

b.The law has laid down conditions to avail GST input tax credit on supply of Goods or services. All of the following conditions need to be satisfied to avail GST input credit:

- The dealer should be in possession of Tax Invoice/Debit or credit Note/Supplementary Invoice issued by a supplier registered under GST Act.
- The said goods/services have been received.
- Returns (GSTR-3) have been filed.
- The tax charged has been paid to the Govt. by the supplier

c. As a service provider, contractors /professionals etc. shall issue the invoice within 60 days to the Port from the date of providing service. If the invoice is not issued within the time limit, then penalty and/or interest shall be applicable. If any of the contractors/professionals do not issue invoices as aforesaid and do not file tax return by due date, Port cannot avail the ITC. Further, Port has to pay the said ITC availed with interest and penalty as applicable under GST rule. Therefore, in the event of a default of the contractor on the above grounds, the said amount paid/payable to the Government by Port shall be recovered from any money due to the contractor or adjusted against the performance security/security deposit.

d.For any correction in invoice claimed, it shall be throughout Debit note/credit note/supplementary invoice only, as all the invoices are to be uploaded in the GSTIN portal. All suppliers and contractors, including professionals, are to be requested to comply with the above provisions without any omission in respect of ongoing contracts. If the existing suppliers/contractors/professionals do not comply with the above provision, payment will not be released, and Port will not be liable on any account to be aforesaid.

The bidders should quote for all the items enumerated in the Table I & II.

TABLE I: -FOR ANNUAL MAINTENANCE CONTRACT FOR A PERIOD OF TWO YEARS

SL. NO.	ITEMS QUOTED	QTY
1	Multi Parameter Monitor (Non-Schiller)	9
2	ECG Machine (BPL)	2
3	Defibrillator (BPL)	1
4	Boyles Apparatus	2
5	Surgical Diathermy	1
6	Horizontal Autoclave (Jupiter)	1
7	Vertical Autoclave (Jupiter)	1
8	LED ceiling Light with double doom (Jupiter)	1

TABLE II :-FOR CALIBRATION

SL. NO.	ITEMS QUOTED	QTY
1	Multi Parameter Monitor (Non-Schiller)	9
2	ECG Machine (BPL)	2
3	Defibrillator (BPL)	1
4	Boyles Apparatus	2
5	Surgical Diathermy	1
6	Horizontal Autoclave (Jupiter)	1
7	Vertical Autoclave (Jupiter)	1
8	LED ceiling Light with double doom (Jupiter)	1
9	Multi Parameter Monitor (Schiller)	3
10	ECG Machine (Schiller)	3

4. TRANSIT INSURANCE:

Transit Insurance will not be arranged by this Port. The stores may be duly insured by the suppliers at their own cost.

5. PAYMENT TERMS:

Payment will be made on quarterly basis, after submission of bills in triplicate along with satisfactory service report in triplicate duly verified by the HOD or i/c of user unit. The respective manufacturing company invoice in details has to be submitted to confirm the genuineness of spare and price.

7. The AMC for every quarter period (i.e. once in three months) should be done by the bidders and the report should be submitted.

8. TEST CERTIFICATE:

Calibration certificate should be issued by the bidders after completion of calibration for every year.

9. Bidders should attend the Breakdown calls within three days after intimation.

10. The quoted rate will be inclusive of all accessories except defective spares.

11. Bidders should have experience of having done AMC/Calibration in reputed hospitals in the past. Copy of proof may be submitted in the tender. (Annexure II)

12. **VALIDITY OF OFFER:** The Tender submitted by the Bidders should be open for a minimum period of three months from the date of opening of Tender and the Bidders cannot amend, alter, or revoke his tender in any way during this period and if he does so, the Earnest Money Deposit paid by him shall be forfeited without any notice.

13. No extra charges for all service, labor and transport.

14. If the Port Authority sustains any loss or damage whatsoever due to the breach of contract by the supplier under this contract, the Port Authority shall recover such loss or damage from any money including security Deposit/Earnest Money Deposit due to the supplier from the Board either under this contract or under any other contract otherwise from the supplier.

15. No Fax Tenders will be accepted.

16. All disputes shall be within the jurisdiction of the local courts of Tuticorin (TN) only.

17. The Bidders should submit the document proof for the GST and PAN alongwith the offer.

18. Either the Indian agent on behalf of the Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

19. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

- 20. LIQUIDATED DAMAGES:** Each and every complaint/call should be attended within 72 hours, failing which other outside firms/companies can be approached to repair the machines/equipment at the risk cost of the firm to which the AMC has been originally awarded. In case any equipment witnesses break-down for more than 120 hours for want of visit and/or non submission of estimate, a penalty of 1 % of the total cost of the AMC of the equipment per week subject to a maximum of 10 % of the contract value will be levied till it is repaired and final acceptance is issued by the Department concerned from your bill or any amount due from you, subject to Force Majeure.
- 21.** Annual Maintenance Contract would be extended subject to the satisfaction of the Chief Medical Officer and may be terminated at any time without assigning any reason.
- 22.** It may also be noted that there should be no negligence in providing services of any type, if any, complaint is received the contract will be terminated with immediate effect.
- 23.** The bidder shall have to provide four regular preventive maintenance services in a year, besides attending any number of calls as and when required.
- 24.** Tax rate should be mentioned along with rates separately
- 25.** All types of spares and accessories should be available with the Bidders for quoted equipment.
- 26.** Firm has to provide warranty/guarantee on replaced spare for atleast 6 months.
- 27.** Photocopy of PAN No. should be enclosed with the tender.
- 28.** Tender forms are not transferable and subletting of AMC is not allowed.
- 29.** In the event of any breach/violation of conditions of the contract, security money is liable to be forfeited.
- 30.** Company should submit a letter mentioning the person deputed/representative is authorized on behalf of company stating the name of person, address and designation by competent authority.
- 31.** If any Bidders fails to fulfill the above terms or violate any above terms his tender will be rejected summarily without assigning any reason or justifications.
- 32.** Signing the contract: The successful tender shall be required to execute an agreement (Annexure VI) the proforma prescribed by the VOC Port Authority on Tamil Nadu Government State stamp paper of the required value within 15 days from the date of receipt of the work order.

CHIEF MEDICAL OFFICER

TERMS AND CONDITIONS

- | | |
|-----------------------------------|--|
| 1. Price | : |
| 2. GST: | |
| 3. Packing and forwarding charges | : ----- |
| 4. Freight charges | : |
| 5. Transit insurance | : |
| 6. Mode of AMC visit | : The AMC shall be done on quarterly basis and Calibration shall be done on yearly basis |
| 7. Place of AMC | : V.O.C Port Hospital and Dispensary |
| 8. Delivery period | : ----- |
| 9. L.D.clause | : break-down for more than 120 hours for want of and/or non submission of estimate, a penalty of 1 % of the total cost of the AMC of the equipment per week subject to a maximum of 10 % of the contract value will be levied till it is repaired. |
| 10. Validity of offer | : Two years |
| 11. Guarantee/Warranty period | : |
| 12. Payment terms | : |
| 13. Samples | : |
| 14. Test certificate | : |
| 15. Inspection | : |
| 16. Tolerance | : |
| 17. Installation charges | : |
| 18. Discount | : |
| 19. Bank Account No | : For making payment only through e-mode
Name of the Bank in which contractor/ supplier operative account either with IOB or SBI or any other Bank (If it is other than IOB or SBI Bank commission plus postage will be deducted) |
| 20. Authorized Dealer certificate | : |
| 21. EMD Details if any | : |
| 22. Tender cost details | : |
| 23. PAN | : |

Office seal of the Bidders

Yours faithfully,

SIGNATURE OF BIDDERS WITH DATE

ANNEXURE- I

**TRANSACTION DETAILS FOR REMITTANCE OF EARNEST MONEY DEPOSIT
(EMD)**

The bidder shall provide the details of remittance of Earnest Money Deposit (EMD) as per section III para No.1, General terms and conditions of the bid document as follows: -

Sl.No	Unique Transaction Reference (UTR No)	Date of transfer	Amount (in INR)	Uploaded Page No. reference
1				

ANNEXURE- II

(To be in the Company letter head)

Date:.....

DECLARATION & UNDERTAKING BY THE BIDDER WHO IS CLAIMING EXEMPTION FROM PAYMENT OF EMD BASED ON ANY CENTRAL/STATE GOVERNMENT CERTIFICATION

<u>Sl. No</u>	<u>Particulars</u>	<u>Details</u>
1	Is your organization Proprietary / Partnership/ Private Limited Company / Public Limited Company / Others	-----
2	Does your organization belong to Micro /Small / Medium scale Industry / Start-ups/others (Please tick mark appropriate box. If bidder is Startup & MSE, then please tick mark both)	<ul style="list-style-type: none">• Micro• Small Scale• Medium• Start up company• Others
3	Whether Manufacturer for the tendered items (supply) Provider for the tendered services as per MSE certification. (Please tick mark the appropriate)	i)Manufacturer for supply items ii) Service Provider for services Trader/reseller/authorized agent/distributor/manpower services iii) Non MSE Bidder
4	Attach the copy of the certificate	

Note:

The above details are furnished only for the purpose of claiming exemption from Earnest Money Deposit.

Declaration:

We declare that the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory
(With Company Seal & Signature)

EXPERIENCE

The Bidders experience in “Annual Maintenance Contract and Calibration of Various Biomedical Equipment works carried out in any Centre /State Government /Autonomous bodies/PSEs/PSUs/Public limited or private limited companies etc...,to be provided using the format as below in compliance with **Section II** of the Bid document as on.....(date):-

Sl. No.	Name of Work	Value of Work Executed	Contract Period		Scheduled period of Completion	Name and address of organisation
			Commencement	Completion		

Note:

1. The copies of the work order and completion certificate in the format attached Form III (A) have to be uploaded duly self-attested.
2. In case of experience other than Central / State Government / Autonomous bodies/ PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to submit TDS certificate for the past experience to be uploaded, as provided in form IV (B), only then the experience will be considered.

Yours faithfully,

(Signature of Authorized Person)

Place: Name

Date: Designation

Business Address:

.....

Seal

EXPERIENCE/COMPLETION/PERFORMANCE CERTIFICATE

(To be issued in the Company's official letterhead, sealed, and signed by the
Official who had issued the work order / his equivalent or his superiors)

This is to certify that M/s-----awarded the contract-----
and executed in this organization as per the details furnished below.

1. Name of the work:
2. Work order number/agreement number and date:
3. Date of commencement for execution of Contract:
4. Date of completion of Contract:
5. Date of extension, if any:
6. Value of the Work:
7. Scope of Work:
8. Executed value:
9. Period of contract:
10. Performance of the Contractor: Satisfactory/Not Satisfactory
11. Whether any penalty is imposed:
12. Actual payment made:

(Signature)

Place:

Name.....

Date:

Designation.....

Organization with Address.....

.....
Seal.....

Note:

- (i) Furnishing the information in the format is preferable.
- (ii) However, certificate(s) submitted in any other format should contain all the required information as in Form IIIA.

FORM– III(B)**DETAILS OF TDS CERTIFICATE**

In case of experience in organization other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to provide the details of the TDS certificate in the form provided below and shall submit TDS certificate for the past experience to be uploaded, only then the experience will be considered.

Sl. No	Name of work	Value of work executed (in Rs.)	Work order Reference No.	TDS Certificate		Name and Address of the Client	Uploaded page no. reference
				No.	Amount		
1							

Yours faithfully,

(Signature of Authorized Person)

Place:

Name.....

Date:

Designation.....

Organization with Address.....

.....

Seal.....

FORM OF BANK GUARANTEE

(For Performance Security)

In consideration of Medical Department, V.O.Chidambaranar Port Authority (herein after called as “ Port”) represented by its, having agreed to exempt.....(hereinafter called “ Contractor”) from the demand, under the terms and conditions of Contract awarded with No..... on.....made between the Board and the Contractor for **“Annual Maintenance Contract and Calibration of Biomedical equipment of Port Hospital and Dispensary for a period of two years”** (herein after called “Agreement”) of performance security for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.....(Rupeesonly).

2. We,..... (hereinafter referred to as the Bank) at the request of the Contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs...../- (Rupees.....only)against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach or non-performance by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

3. We, the Banker of the Contractor do hereby undertake to pay the amounts due payable under this Guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs...../-.

4. We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

5. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

6. This Bank Guarantee shall be valid up to ----- ("Period) We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the Period and that it would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Port certified that the terms and condition of the said Agreement have been fully and properly carried out by the said Contractor's and accordingly discharges this Bank Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank Guarantee period we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.

7. We, the Bank further agree the Port, that the Port shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said Contractor(s) or for any forbearance, act or omission on the part of the Port or any indulgence by the Port to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have effect of so relieving us.

8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

9. We, the Bank hereby undertake not to revoke this Guarantee during its currency except with the previous consent of the Port in writing.

Dated the day of month of 20..... at

(in company's letter head)
Bid-Securing Declaration

To
Chief Medical Officer,
Medical Department,
V.O.Chidambaranar Port Authority,
Tuticorin-628004.

Sub: E-tender for the work "ANNUAL MAINTENANCE CONTRACT AND CALIBRATION OF EQUIPMENTS IN VOC PORT AUTHORITY HOSPITAL AND DISPENSARY FOR A PERIOD OF TWO YEARS".

Ref: NIT No MED-OFXOF-MED-AMCEQ-VI-23(39269)

Sir,

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with the V.O.Chidambaranar Port Authority for the period of time of 3 years starting on January 2021, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) Have withdrawn our Bid during the period of bid validity specified in the NIT; or
- (b) Having been notified of the acceptance of our Bid by the V.O. Chidambaranar Port Authority during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail to refuse to furnish the Performance Security, in accordance with ITB 38.

We understand this Bid- Performance Security shall expire if we are not the successful Bidder, upon the earlier of

- (i) our receipt of your notification to us of the name of the successful Bidder.

or

- ii) twenty-eight days after the expiration of your Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

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

Dated on _____ day of _____, _____ [insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

PRICE BID FOR ANNUAL MAINTENANCE CONTRACT (A)

Sl.No	Items Quoted	Qty	Rate Per Unit Excluding GST Rs.	GST%	Total Amount excluding GST% for one year Rs.	Total Amount excluding GST% for 2 years Rs.
1	Multi Para Monitor	9				
2	ECG Machine (BPL)	2				
3	Defibrillator (BPL)	1				
4	Boyles Apparatus	2				
5	Surgical Diathermy	1				
6	Horizontal Autoclave (Jupiter)	1				
7	Vertical Autoclave (Jupiter)	1				
8	LED ceiling Light with double dome (Jupiter)	1				

PRICE BID FOR CALIBRATION (B)

Sl.No	Items Quoted	Quantity	Rate Per Unit Excluding GST Rs.	GST%	Total Amount excluding GST% for one year Rs.	Total Amount excluding GST% for 2 years Rs.
1	Multi Para Monitor	9				
2	ECG Machine (BPL)	2				
3	Defibrillator (BPL)	1				
4	Boyles Apparatus	2				
5	Surgical Diathermy	1				
6	Horizontal Autoclave (Jupiter)	1				
7	Vertical Autoclave (Jupiter)	1				
8	LED ceiling Light with double dome (Jupiter)	1				
9	Multi Para Monitor (Schiller)	3				
10	ECG Machine (Schiller)	3				

ANNEXURE- VII

FINANCIAL CAPABILITY

The details of the Summary of Annual Turnover of the Bidder on the basis of the Audited Balance Sheet for the last three financial years shall be given as under

Sl.No	Financial Year	Total Turnover	Uploaded Reference	page	no.
01	Year 20.....-	Rs.....			
02	Year 20.....-	Rs.....			
03	Year 20.....-	Rs.....			

Note: The Profit & Loss statement and Balance sheet to be uploaded shall be duly certified by the Chartered Accountant.

Yours faithfully,

(Signature of Authorized Person)

Place:

Date:

Name

Designation

Business Address:.....

Seal

BANK MANDATE FORM

1. Name of the company :
2. Status :
3. Bank Name, Address & Branch :
4. IFSC Code :
5. MICR Code :
6. Account No. :
7. Branch Code :
8. Name of the Authorized Person :
9. Signature of the authorized person
as per Bank :
10. E-Mail ID of Authorized Person :
11. Contact No. Landline/Mobile :

Copy of cancelled cheque may be enclosed if Bank signature not obtained.

Name & Seal of the Bank with date

CONTRACT AGREEMENT FORM

This agreement made this _____ day of _____ Month of _____ Two thousand _____) between the Medical Department, V.O.Chidambaranar Port Authority, on the one part and M/S. _____ (herein after called "CONTRACTOR " which expression shall unless excluded by repugnant the context be deemed to include his heirs, executors, administrators representatives and assigns or successors in office)on the other part.

WHEREAS the Medical Department of V.O.Chidambaranar Port Authority, Tuticorin is desirous of the work comprising "**Annual Maintenance Contract and Calibration of Biomedical equipment of Port Hospital and Dispensary for a period of two years**"

WHEREAS the Contractor has offered to execute, and AMC and Calibration works and whereas the Medical Department has accepted the tender of the Contractor at the rate mentioned therein for the due fulfillment of all the conditions of the Contract.

WHEREAS the Contractor has furnished a sum of Rs...../- (Rupees..... only) as Earnest Money Deposit (EMD) at the time of tendering, which will be adjusted against Security deposit as stipulated in **Para No.6** of the **Section II**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and the expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract hereinafter referred to

The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

- i. Notice inviting tender number
- ii. Terms and conditions of Tender
- iii. Form of Bank Guarantee
- iv. Work Order Number.
- v. Price bid
- vi. Annexures and forms
- vii. Any correspondences and documents that touching the tender/Contract.

The Contractor hereby covenants with Medical Department, V.O.C Port Authority to do Annual Maintenance Contract and Calibration of Various Medical Equipment works conformity and in all respects with the provisions of this Agreement.

a. The Medical Department of V.O.Chidambaranar Port Authority covenants to pay the contractor in consideration of Annual Maintenance Contract and Calibration of Various Medical Equipment works in VOC Port Authority Hospital and Dispensary for period of two years for the contract price at the time and in the manner prescribed by the contract.

b. If /we fail to commence the work specified in the Notice inviting Tender, I/WE agree that the said Chairman, VOC Port Authority or his successors in office shall follow without prejudice to any other right or remedy, be at the liberty to for fight the said performance security (absolutely).

IN WITNESS WHERE OF the parties here into have set their hands and seals the day and year first written.

The common seal of the Medical Department. The Chairman thereof has set of V.O. Chidambaranar Port was here his and in the presence of into affixed and signed and sealed by the Contractor in the presence of

Witness with Signature

1) Name & Address

2) Name & Address