



कोलकाता पत्तन न्यास

KOLKATA PORT TRUST

Centenary Hospital, Medical Department

1, Diamond Harbour Road, Kolkata-700 053

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

Website: www.kolkataporttrust.gov.in E-mail: cmo@kolkataporttrust.gov.

ADVT. e-Re-TENDER FOR SUPPLY & DELIVERY OF OXYGEN AND OTHER MEDICAL GASES IN CYLINDERS ON 3 YEARS RATE CONTRACT BASIS TO THE CENTENARY HOSPITAL, KOLKATA PORT TRUST.

Tender No. MED / PR / ADVT / 267R / 17-20 / 852

Dated: July 25, 2017

E- tenders under single stage two part system (**Part I: Techno-Commercial Bid and Part II: Price Bid**) are invited by the Chief Medical Officer, Medical Department, Kolkata Port Trust from the bona fide and reputed Manufacturers for Supply and Delivery of Oxygen and Other Medicinal Gases in Cylinders to the Centenary Hospital, KoPT on 3 (Three) years Rate Contract basis, fulfilling the eligibility criteria mentioned below and in accordance with the Notice Inviting Tender, Instruction to Bidders, Special Conditions of Contract and General conditions of the contract & Bill of Quantities.

Bid Document may be downloaded from MSTC website www.mstcecommerce.com/eprochome/KOPT and KoPT website www.kolkataporttrust.gov.in or Central Public Procurement Portal www.eProcure.gov.in. Corrigenda or Clarifications, if any, shall be hoisted on the above mentioned websites only. **Hence all the intending bidders are advised to keep close watch on the above mentioned websites in their own interest.**

Medical Department of Kolkata Port Trust who are intending to enter into the Contract for supply of Oxygen and Other Medical Gases in Cylinders herein after referred to as "Buyer" or "Principal" or "KoPT" and the MSTC Ltd. the Service Provider to conduct e-tender as "MSTC".

1 SCHEDULE OF TENDER

1.	TENDER NO.	MED / PR / ADVT / 267R/17-20/852 Dated 25/7/ 2017
2.	MODE OF TENDER	e-Procurement System Online submission of Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/kopt of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
3.	E-Tender No.	KoPT/Kolkata Dock System/MED/5/17-18/ET/201
4.	Date of publication of e-Tender through Newspaper insertion, publication in KoPT & MSTC websites and Central Public Procurement Portal	05/ 08/ 2017
5.	Date of availability of NIT to the Vendors for downloading	05/ 08/ 2017
6.	Date of Offline Pre-Bid meeting	16/ 08/ 2017 at 11 AM
7.	Earnest Money Deposit	"Earnest Money Deposit" of Rs.44,049/- (Rupees Forty four thousand and forty nine) only may be remitted at least three days advance from the date



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		<p>of closing of Online e-Tender for submission of Techno-Commercial Bid by NEFT / RTGS to Kolkata Port Trust Bank Account No. 227002000000018 with Indian Overseas Bank, KPT Fairlie Place Extension Branch. IFSC Code No. IOBA 0002270</p> <p>Please furnish the following details while remitting the amount: Name of Bidder: Bank Name: Tender No.: Tender Date: Name of the Tendering Dept. UTR No.: After the award of the contract, the Earnest Money will be refunded without interest on application to all unsuccessful bidders. The Earnest Money of the successful bidder/s shall be returned after one month from the successful commissioning of ordered equipment/s and after deposit of Security Money.</p>
8.	Tender Cost	<p>"Tender Cost" of Rs. 1500/- (Rupees One thousand five hundred) only may be remitted at least three days advance from the date of closing of Online e-Tender for submission of Techno-Commercial Bid by NEFT / RTGS to Kolkata Port Trust Bank Account No. 227002000000018 with Indian Overseas Bank, KPT Fairlie Place Extension Branch. IFSC Code No. IOBA 0002270</p> <p>Please furnish the following details while remitting the amount: Name of Bidder: Bank Name: Tender No.: Tender Date: UTR No.: Name of the Tendering Dept. Centenary Hospital, Medical Dept., KoPT</p>



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9.	Last date of submission of EMD & Tender Cost to KoPT.	25/ 8/ 2017 up to 14.00 Hrs.
i.	The vendors shall enter the EMD & Tender Cost details by using the "EMD & Tender Cost" Link under "My Menu" in the vendor login. The vendors have to mention the particular tender No. in which they want to participate against the EMD & Tender Cost. The vendors are required to fill up the transaction details, namely the Tender No. & Date, UTR No., and Amount against the EMD & Tender Cost separately in the given fields.	
ii.	EMD & Tender Cost deposited from any other party will not be accepted. Tender Cost is non-refundable.	
10.	Transaction Fee	Rs. 1101/- (Rupees one thousand one hundred and one) only Excluding GST. Payment of Transaction Fee by NEFT / RTGS in favour of MSTC LIMITED.
11.	Last date of submission of Transaction fee through RTGS / NEFT in favour of MSTC Limited, Kolkata.	Three working days before the last date of closing of online bidding for the e-Tender.
12.	Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/kopt	05/ 08/ 2017 at 12.00 hrs.
13.	Date of closing of Online e-tender for submission of Techno-Commercial Bid & Price Bid at www.mstcecommerce.com/eprochome/kopt .	28 / 08 / 2017 at 15.00 hrs.
14.	Date & time of opening of Part-I (Techno-Commercial Bid)	28 / 08/ 2017 at 15.30 hrs.
15.	Date & time of opening of Part-II (Price Bid)	Shall be informed separately.

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 circumstances the Due Date of the Tender will be extended.

A) Important Instructions for E-procurement

This is an e-procurement event of Kolkata Port Trust. The e-procurement service provider is MSTC Ltd. of 225C, A.J.C. Bose Road, Kolkata-700 020.



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You are requested to read the Terms & Conditions of this tender before submitting your online tender. Tenderers who do not comply with the Conditions with documentary proof (wherever required) will not be considered qualified in the Tender for opening of Price Bid.

1. Process of E-tender:

(A) **Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid will be done over the internet. The Vendor should possess Class III signing type Digital Certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprohome/kopt

- 1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU / Govt. depts. → Register as Vendor under KoPT - Filling up details and creating own user id and password → Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact KOPT / MSTC (before the scheduled time of the e-Tender).

Contact person (Medical Dept. KoPT):

1. Dr. S. Gupta

Deputy Chief Medical Officer-II

Mobile No. 90510-77464

2. Sri D. Bakshi

Administrative Officer

Mobile No. 9674720071

3. Sri. S.K. Joshi

Dy. Materials Manager

Mobile No. 9831938935

Contact person (MSTC Ltd):

1. Mr. Arindam Bhattacharjee

Deputy. Manager (E-commerce)

Mobile No: 09330102643

Email-arindam@mstcindia.co.in

2) Mr. S. Mukherjee

DM (E-commerce)

Mobile- 07278030407

Email: smukherjee@mstcindia.co.in

Landline: (033) 22901004

3. Ms Sumona Maity

AM (E-Commerce)

Mobile-09831155225



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Email-smaity@mstcindia.co.in

(B) System Requirement:

- i) Windows 98 / XP-SP3 & above / Windows 7 Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) JRE 7 update 79 software to be downloaded and installed in the system. Security level should be medium
- v) To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level (Please run IE settings from the page www.mstcecommerce.com once)

- 2 Part-I: Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
- 3 (Part-II: Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by KoPT. Such bidder(s) will be intimated the date of opening of Part II Price bid, through valid email confirmed by them.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

- 4 Special Note towards Transaction Fee: The vendors shall pay the Transaction Fee using "Transaction Fee Payment" Link under My Menu in the vendor login. The vendors have to select particular tender from the event dropdown box. The vendors shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate challan by filling up a form. The vendor shall remit the transaction fee amount as per details printed on the challan without making change in the same. On selecting On line Payment, the vendor shall have the provision of making payment using Credit/ Debit card/ Net banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, and the Remitting Bank in the given fields and then click on the "Confirm" Button".



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NOTE : The bidders should submit the Transaction Fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.

Contact Details:

Fax No. : 033- 22831002

Email ids:

- a. sanjibpoddar@mstcindia.co.in,
- b. arindam@mstcindia.co.in,
- c. rpradhan@mstcindia.co.in,
- d. smukherjee@mstcindia.co.in.

Bidders may please note that the Transaction Fee should be deposited by debiting the A/C of the bidder only, Transaction Fee deposited from or by debiting any other party's a/c will not be accepted. Transaction fee is non-refundable.

In case of failure to submit the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.

In case of failure to submit the payment towards Tender Cost & EMD for any reason, the vender, in term, will not have the access to on line e-Tender and no correspondence in this respect will be entertained and KoPT will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of Tender Cost and EMD well in advance and verify completion of transaction in respect of Tender Cost and EMD.

Vendors are instructed to use link in **My Menu** to **Upload Documents** in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once the documents duly **Notarized** are uploaded in the library, vendors can attach documents through **Attach Document** link against the particular tender. For further assistance please follow instructions of vendor guide.

- 5** All Notices / Corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by KoPT. Hence the bidders are required to ensure that their Corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

- 6** E-tender cannot be Accessed after the due date and time mentioned in NIT.

- 7** Bidding in e-Tender:

- a. Bidder(s) need to submit necessary EMD, Tender Cost and Transaction Fees for getting eligibility to bid online in the e-tender. Tender fees and Transaction fees are non



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refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KoPT.

- b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- c. The Bidder(s) who has submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → Psu / Govt depts. → Login under KOPT → My Menu → Auction Floor Manager → live event → Selection of the live event.
- d. The Bidder should allow running **JAVA application**. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specification and save the same. After that clicking on the Techno-Commercial bid, if this application is not run then the bidder will not be able to Save / Submit his Techno-Commercial bid.
- e. After filling the Techno-Commercial Bid, bidder should click '**SAVE**' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "**SAVE**" to record their Price Bid. Then once both the Techno-Commercial bid & Price Bid has been saved, the bidder can click on the " Final submission " button to register their bid.
- f. Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g. In all cases, Bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- i. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful Bidder shall be called hereafter "**SUPPLIER**".
- k. It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- l. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.



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- m. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- n. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor / tender document.

8 Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.

9 No deviation to the technical and commercial Terms & Conditions will be allowed.

10 KoPT has the right to cancel this e-Tender without assigning any reason thereof.

The online tender should be submitted strictly as per the Terms & Conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/KoPT of MSTC Ltd.

The bidders must upload all the Documents (duly Notarized) required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

The Bid will be evaluated based on the filled-in technical & commercial formats.

The Documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

- 11 Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome/KOPT of MSTC Ltd. to familiarize them with the system before bidding.**

B. COMMERCIAL TERMS & CONDITIONS

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

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

1) AVAILABILITY OF THE TENDER DOCUMENT:

Tender Document may be downloaded from KoPT Website: www.kolkataporttrust.gov.in / Central Public Procurement Portal www.eprocure.gov.in or www.mstcecommerce.com/eprochome/KOPT of MSTC Ltd.



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2) ELIGIBILITY TO BID:

In order to be eligible to submit bid, the intending bidder will have to upload following Documents (duly attested):

- a) Company Particulars (as per **Appendix 'A'**) and documents.
- b) Attested copy of manufacturing License for the Gases for which bidding, issued by the State Drug Controller.
- c) Notarized Power of Attorney in favor of Authorized Signatory.
- d) Trade License / Certificate of Incorporation, **GST Registration Certificate**, IncomeTax PAN / TAN,/ manufacturing License
- e) Audited Balance Sheets and Profit & Loss A/C for the last 3 years ending on **31st March 2016**.
- f) Financial Statement showing average Annual Financial turnover during the last 3 years ending **31st March 2016** being at least Rs. **6.61** lacs
- g) Experience of having three or two or one completed "**similar work**" contract carried out satisfactorily during the last seven years ending on **March 2016** costing not less than the amount as mentioned below:
 - (i) Contract value **Rs. 8.81 lacs** each in case of **THREE** contracts
OR
 - (ii) Contract value **Rs. 11.01 lacs** each in case of **TWO** contracts,
OR
 - (iii) Contract value **Rs.17.62 lacs** in case of **ONE** contract
- h) ESI Registration No.
- i) EPF A/c. No.
- j) **An undertaking of the tenderer to be submitted as per the enclosed Pro-forma (Annex - D) in lieu of submission of signed copies of the full tender document.**
- k) ISO or equivalent Accreditation Certificate in favour of the manufacturer, if any.
- l) The Check List in **Page 18** is to be filled in, signed, stamped and submitted positively along with the Techno-Commercial Bid.



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- m) Unconditional Acceptance of all the Conditions of the Notice Inviting Tender in a separate letter.
- n) The firm Should have a valid licence from the Dept. of Chief Controller of Explosives(CCOE) as applicable as on date for storage,filling and testing of cylinders. (copy to be enclosed)
- o) The bidding Firm should have all statutory permissions as on date (Latest) (Copies to be enclosed to technical bid).
- p) In house facility for regular testing and certification of cylinder for tare weight Hydraulic pressure tests etc as per norms for compressed gas cylinders under explosives act 1981,expenditure will be borne by the company (Documentary proof to be submitted)
- q) Techno-Commercial Specifications as per **Appendix-'B'** and compliance Statement of Tech. Specification, offered Cylinders Specifications with gas capacity with that of specifications of NIT supported with Literature / Catalogue.

Note:

1. "similar works" means: Supply, Delivery, Medical Oxygen and other medical gases of similar types in Medical Institution of repute (preferably in Govt. Institution)
2. In case (h) and (i) are not applicable, the bidder should submit duly Notarised Affidavit affirming the same as per the Appendix E & F.

4) PRE BID MEETING:

Offline Pre-bid meeting will be held on 16/ 8/ 2017 at 11.00 a.m. in Centenary Hospital, KoPT at 1, Diamond Harbour Road, Majherhat, Kolkata - 700 053.

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

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

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

5) INSTRUCTIONS TO BIDDER:

- 5.1 Tender for the above work should be submitted in accordance with the **Schedule of Quantities** as specified in this tender and in accordance with the Special Conditions of Contract & General Conditions of Contract. **The Special Condition of Contract will prevail over and above the General Conditions of Contract.**
- 5.2 No Bidder is allowed to submit more than one TENDER. Please note that the Bidder of the tender should be either Indian agent of the Principal / OEM or the Principal / OEM itself, but the Indian agent and the Principal / OEM will not be allowed to participate in the tender simultaneously. Also an Indian agent is allowed to participate in the tender for the tendered out item(s) with the authorization of not more than one Principal / OEM. If more than one bid is



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submitted by a particular bidder with authorisation from more than one OEM / Principal, then all the bids submitted by the bidder will be rejected.

- 5.3 Any clarification with regard to interpretation or ambiguities discovered or pointed out after the issue of the tender documents but prior to submission of tenders as to the meaning, conditions or instructions contained in any of the issued documents, shall be valid only when such a clarification is issued in writing by the officer issuing the Notice Inviting Tender. Any such written clarification or amendment shall be hoisted in website of KoPT, MSTC & CPP Portal. **Hence all the intending Bidders are advised to keep close watch on the website of MSTC / KoPT / CPP Portal in their own interest.**

- 5.4 **Earnest Money:** Earnest Money Deposit of **Rs.44049/-** (Rupees forty four thousand and forty nine) only may be remitted by RTGS / NEFT.

After the award of the contract, the Earnest Money will be refunded without interest on application to all unsuccessful bidders. The Earnest Money of the successful bidder shall be returned after one month from the successful execution of the contract and after deposit of Security Money. In case the successful bidder fails to accept the Contract or fails to deposit Security Money, the EMD will be forfeited. The Kolkata based Bidders shall provide the Bank account details for refund of the EMD through ECS. Wherever ECS facility is not available, the EMD will be refunded through NEFT / RTGS for which Bank Charges is to be paid by the bidder; necessary information in this regard need to be furnished by the Bidders.

NOTE: Bidders will have option to have EMD already furnished to count for the second or subsequent invitations. However bidder has to deposit Tender cost on subsequent invitations.

5.5 SECURITY DEPOSIT:

- a) The tender is subject to Security Deposit for an amount of Ten percent (10%) of the value of the Contract - which is to be submitted by the successful bidder either by Demand Draft / Pay Order / Banker's Cheque drawn on a Scheduled Bank and in favour of Kolkata Port Trust payable at Kolkata and to be submitted with the Treasurer of Kolkata Port Trust, 15, Strand Road, Kolkata-700 001 and the self attested photo copy of Treasury receipt is to be submitted to Medical Dept. or in the form of Bank Guarantee issued by any Scheduled Bank to ensure due performance of the contract, within 30 days from the date of placement of order and the said amount will be retained by the Port Authority as Security Deposit.
- b) Bank Guarantee against Security Deposit should remain valid for a period of 60 days in excess of / beyond the date of completion of all contractual obligations of the supplier including Warranty period.



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- c) The Security Deposit so deposited will be refunded without any interest only after 60 days from the date of successful completion of the contract.

The proceeds of the Security Deposit shall be forfeited by Kolkata Port Trust as compensation towards any loss resulting out of the Vendor's failure to execute the Contract.

- 5.6 **Site Visit:** ALL INTENDING Bidders may visit the site at their own expense, prior to submission of tender for assessing the job requirement under consideration for the above contract with the prior permission from the Chief Medical Officer. No clarification will be made to the intending Bidder regarding location site after this and the decision of the Chief Medical Officer, Kolkata Port Trust shall be final & binding in this regard.

SPECIAL CONDITIONS OF CONTRACT:

- 1) **PERIOD OF VALIDITY OF OFFER:** The offer should be VALID for a period of not less than 120 (one hundred and twenty) days from the date of opening of the **PRICE BID**.
- 2) **WITHDRAWAL OF TENDER:** Withdrawal of tender / offer in the interval between the closing date for submission of e-Tender and the expiry of the period of its validity will result in forfeiture of Earnest Money.
- 3) **CANCELLATION OF TENDER:** The Chief Medical Officer, KoPT, reserves the right of accepting or rejecting any offer partially or wholly without assigning any reason thereto.
- 4) **REJECTION OF TENDER DOCUMENTS:** Bidder is expected to examine the Tender documents including all Instruction Forms, Terms & Conditions, and Technical Specifications in Tender documents. Failure to furnish the requisite information as per the NIT or submission of tender not substantially responsive to the tender documents in every respect may result in the rejection of the tender.
- 5) **AMENDMENT OF TENDER DOCUMENTS:**
 - i. At any time prior to the deadline for submission of tenders, the Chief Medical Officer for any reason whether at his own initiative or in response to a clarification required by a prospective Bidders may modify the Tender Documents.
 - ii. The amendment shall be part of the Tender Documents and will be notified by publication in the MSTC's / KoPT's website / Central Public Procurement Portal and will be binding on the prospective Bidders.
 - iii. All the intending Bidders are advised to keep close watch on the website of MSTC / KoPT / CPP Portal in their own interest.
- 6) **PARTICIPATION IN THE TENDER:** Participation in the instant Tender is strictly restricted to the Manufacturer of the tendered out items. Authorisation issued by the



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Manufacturer/s in favour of any firm/s authorizing to participate in the instant tender on their behalf will **NOT** be accepted at any point of the tendering process.

7) **PERIOD OF TENDER:** The Period of Tender will be for 3 (Three) years and shall be reckoned from the date of execution of the Agreement.

8) **Tax Clause :** i) GST extra on the above prices applicable ii) Supplier/ Service Provider to confirm that GST amount charged in invoice is declared in its returns and payment of taxes is also made.

iii) The supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules , regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Kolkata Port Trust, then payments to supplier/ Service Provider to the extent of GST relating to invoice/ s under mismatch may be retained from payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and the credit of GSTN so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

iv) Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to non compliance of Tax laws by the supplier/ Service Provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier / Service Provider shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.

v) Supplementary invoices/ Debit Note/ Credit note for price Revisions to enable Kolkata Port Trust to claim tax credit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.

vi) Purchase Order/ Work Order shall be void , if at any point of time you are found be to a black listed dealer as per GSTN rating System and further no payment shall be entertained.

Change in Law Clause :-

a) Any statutory levies, taxes, duties, cess, etc , imposed by central / state/local authorities by way of fresh notification subsequent to the Purchase Order, but within the stipulated delivery period, shall be recovered separately.

b) Any additional cost or benefit impacting the contracting price from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the contract , then the parties agree to an adjustment to the contract price to reflect the financial impact of such "Change In Law."



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9) PRICE:

- a) Price must be quoted on line in Price Bid only. Tender shall be liable to rejection at the option of the Trustees', if Tenderer quotes Prices / Rates in Techno-Commercial Bid.
- b) The Unit wise Price of each and every type of Medical Gas Cylinder **Filling Charges Column F** has to be quoted in Rupee Only.
- c) Price quoted should be inclusive of taxes and duties if any **Except Rate of GST**
- d) Cylinder Holding Rates on per Day basis **Column E** of Price Bid Medical Gas filling charges for each type of Gas Cylinders of Medical Gases , Delivery charges per cylinder are to be stated in the **column G** on FOR Centenary Hospital basis in the Price Bid.
- e) Price Bid should be **FREE FROM ANY EXTRANEIOUS CONDITIONS.**
- f) Undertaking that the rates quoted are justified as the lowest quoted for any Government or Private Hospital in India. If the price of any item is reduced due to any reason during the validity of tender, the contractor will intimate the reduced price immediately and will charge as per the reduced rates. **An undertaking to this effect is to be uploaded by all the participating bidders at the time of submission of Techno-Commercial Bid.**

10). EVALUATION CRITERIA: The Price Bid evaluation will be done only on the Techno-Commercially accepted / qualified offers on the basis of the cost as mentioned in Sub-Clause (b) to (e) of Clause 9 above calculated on per month consumption amount, Delivery charges per cylinder & Cylinder holding charges per cylinder, number of cylinders required as indicated in the Bill of Quantities. Lowest of Sum total of column H of Price bid will be considered for techno-commercially qualified L1 bidder.

11) DELIVERY:

- a. Initial supplies of Oxygen and other Medical Gases are to be made in your Company's own full Cylinders.
- b. Subsequent supplies of Gas filled Cylinders are to be made against empty Cylinders which are to be collected from the hospital premises by arrangement made by the bidder against Indent placed through letter / fax message / over phone (followed by proper Indent).
- c. Supply of Oxygen and other Medical Gases to the Hospital, is to be made within 6 hrs. and not later than 24 hrs. In case of emergency, the supply should be made be within 6 hrs. or earlier.



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- d. The supply of Cylinders should be made depending on the requirement & Requisition placed by KoPT which as per present requirement will be at least **four (4) times in a month**. Routine supply should be made within office hours between 10.00 am to 4.00 pm. In emergencies supply should be made at the earliest any time depending on the situation.
- 12) The bidder will provide the required number of Cylinders to Centenary Hospital and will quote their rent in the Financial Bid in the Specified Column and these Cylinders are required to be utilized for supply and refilling of Medical Gases during the period of Rate Contract Period on FOR to Centenary Hospital only and the Selected Agency shall not takeout these Empty Cylinders without prior intimation and approval of Competent Authority./Controlling Authority from Hospital premises on each occasion for refilling.
- 13) **TERMS OF PAYMENT:** Payment will be made against the Monthly Bill of the successful Bidder clubbing together all the Supply Challans made during the month, through ECS / RTGS on submission of clear Bill supported with other related documents. No advance will be made at any stage prior to Supply & Delivery of the ordered items.
- 14) Every cylinder should have a ring so as to know when the testing of cylinder is due. Firm should have a CCOE approved test shop (documentary proof attached)
- 15) The firm should have adequate and efficient transport for supplying of medical gases. There should not be any interruption in supply, Even in the case of emergencies the firm should be able to maintain uninterrupted supply of medical gases.
- 16) All cylinders supplied by the firm must strictly meet all regulatory requirement including filling norm as applicable on date.
- 17) The cylinder should have company monogram printed on the cylinder. It should mention date of last testing and due date of next testing.
- 18) Firm must give an undertaking to the Hospital that they will provide an uninterrupted supply or else alternative arrangement will be made at the risk of that firm.
- 19) Firm should be able to provide the services within the existing infrastructure available in the manifold room of the Hospital.
- 20) **COMPENSATION:** Time is the essence of the Contract. The time allowed for supplying the gas filled Cylinders shall be strictly observed by the awarded Contractor, and shall be reckoned from the date & time of indent for supply. In case the supply is not made within the stipulated period, without valid reasons, then compensation to KoPT @ 1% of the total value of the order for each day's delay shall have to be paid, provided the entire amount of compensation to be paid under the provisions of this Clause shall not exceed 10% of the total order value. KoPT may without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the Contractor. These however will not relieve the Bidder from his obligation & liabilities under the Contract.



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- 21) **RISK PURCHASE CLAUSE:** Any default in the supply or failure to deliver ordered material or re-filling of the empty Cylinders within the time stipulated may involve procurement of the whole or any portion of the supply remaining undelivered from another source at the risk and expenses of the awarded Supplier.
- 22) **LIQUIDATED DAMAGES:**
- In the event of Bidder fails to execute the contract 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% of the total value of the order for each week's delay provided the entire amount of compensation to be paid under the provisions of this Clause shall not exceed 10% of the total order value.
 - KoPT may without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Supply & Delivery of Cylinders / Gas filled Cylinders or from any other of his obligations or liabilities under the Contract.
- 23) **FORCE MAJEURE** : In the event, the Contractor / KoPT being prevented from fulfilling its obligation or part thereof arising out of this contract, due to any Force Majeure event like acts of God (flood, earthquake etc) or war, civil commotion, strike etc., the affected party shall forthwith but in no case later than 48 hours from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall upon cessation of such event, promptly informs the other party and shall commence its obligation in part or in full arising out of this contract that was kept suspended due to such events of Force Majeure.
- 24) **TERMINATION OF CONTRACT:** a) If the selected bidder fails to carry out the order as per the desired specification and /or fails to supply & delivery of the Gas Cylinders within the stipulated period without any valid and acceptable reason, the Chief Medical Officer, KoPT may cancel the order and his decision in the matter shall be final and binding on the awarded Contractor.
- 25) Upon cancellation of the order for the reason indicated in Clause 22 a) the Chief Medical Officer shall be entitled to get the work done at the risk and expenses of the party on whom the order has been placed, through an independent agency and to recover from the selected bidder in addition to any other amount, compensation of damages that KoPT is entitled to in terms of other relevant Clauses in contract.
- 26) **TEST AND GUARANTEE CERTIFICATES:** The awarded Vendor shall have to submit Test and Guarantee Certificate/s where ever applicable along with the supply. The bidder has to



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submit valid **Drug License** for production of Medicinal Gases from appropriate authority & should comply with all statutory obligations.

- 27) **LICENCES AND PERMITS:** The awarded Vendor shall be liable for obtaining all Licenses and Permits with respect to the goods supplied by him.
- 28) **PERIOD OF VALIDITY OF OFFER:** Price offered shall remain valid for a period of 120 (One hundred and twenty) days from the date of opening of Price Bid. Once the bidder is awarded the contract for a period of 3 (three) years the price should remain firm for the entire period of Contract.
- 29) **INDEMNITY BOND:** If required, Indemnity Bond may be executed by KoPT without keeping any Cylinder Deposit for supply of Medicinal Gases in Cylinders owned by the Vendor, indemnity will be against any lost or damages of the Cylinders while in custody of KoPT. The Indemnity Bond will be executed as per the format agreed upon by both the parties.
- 30) **ARBITRATION:** Disputes if any arising out of this agreement will be settled by arbitration and the decision of the Arbitrator shall be final and binding upon both the parties.
- 31) **JURISDICTION:** The contract will be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court of Kolkata.
- 32) **GENERAL CONDITIONS OF CONTRACT:** The other Terms and Conditions of the NIT will be those as stated in the "**General Conditions of Contract**" of Kolkata Port Trust.

The above Clauses shall be final and binding on both parties

Encl: Appendices -'A', to "F".

Chief Medical Officer



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CHECK LIST

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

S.No	Bid document reference	Yes/No (The bidder should mention Yes in case they have enclosed this document to technical bid and No in case of Non-submission)	Page number in technical bid of the bidder at which this document is enclosed.
1.	An undertaking of the tenderer to be submitted as per the enclosed Pro-forma (Annex - D) in lieu of submission of signed copies of the full tender document.		
2.	Notarized Power of attorney the bidding Firm Authorizing the person (who has signed the bid documents) to sign the bid documents on behalf of the Firm. Clause 2 sub clause b)		
3.	Certificate of Registration of the Firm Clause 2 sub		
4.	Attested copy of manufacturing License for the Gases for which bidding, issued by the State Drug Controller. Clause 2 sub clause c)		
5.	Copies of Certificates for the past performance for the last 3 (Three) years.		
6.	Certificate from Registered Chartered Accountant regarding Annual Turnover of the Firm for the Financial years 2013-14,2014-15,2015-2016. Clause 2 sub clause e)		
7.	Copies Balance sheet and profit and loss statement. 2013-14,2014-15,2015-2016. Clause 2 sub clause d)		
8.	Copy of GST Registration Certificate		
9.	Copy of Trade Licence Clause 2 sub clause c		



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10.	Copy to PAN Card of the authorised signatory Clause 2 sub clause c		
11.	Techno-Commercial Specifications as per Appendix-'B' and Compilation Statement of Tech. Specification. the offered Cylinders Specifications with gas capacity with that of specifications of NIT supported with Literature / Catalogue Clause 2 sub clause p)		
12.	Copy of Licence issued by the CCOE (Chief Controller of Explosives) for storage, filling and testing of cylinders. Clause 2 sub clause f)		
13.	Undertaking that uninterrupted supply of gases will be maintained or else alternative arrangement will be made at own risk of the firm. Clause 16 of Special Conditions iof contract		
14.	Certificate stating that all terms and conditions of tender are acceptable. Clause 2 sub clause m)		
15.	Undertaking that the rates quoted are justified as the lowest quoted for any Government or Private Hospital in India. If the price of any item is reduced due to any reason during the validity of tender, the contractor will intimate the reduced price immediately and will charge as per the reduced rates. Special condition Clause 8 sub clause f)		

It is to certify that the above mentioned particulars are up to best of my knowledge and no fact has been concealed.

Offer No. _____

Date: _____

Signature of the authorised signatory with Seal of the Firm



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Dated: 25/07/2017

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

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

A. Cost of Tender Document:

Detail Particulars of deposit of Amount by RTGS / NEFT (Date of Remittance, Name of the Bank, & Branch, UTR No.)	Amount (In Rs) Rs. 1500/-
	Cost of Tender Document Rs 1500/- (Rupees One thousand five Hundred) only

B. Earnest Money Deposit:

Detail Particulars of deposit of Amount by RTGS / NEFT (Date of Remittance, Name of the Bank, & Branch, UTR No.)	Amount (In Rs) Rs. 44049/-
	Earnest Money Deposit of Rs.44049/- (Fifty four thousand and forty nine) only

Offer No. _____

Date:

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



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Dated: 25/07/2017

APPENDIX - 'A'

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

Name of the Firm / Bidder: _____

Name of the Authorized Signatory: _____

Official Address: _____

Phone No.: _____ FAX: _____

E-Mail: _____ Cell Phone No.: _____

Trade License No. / Certificate of Incorporation: _____

PAN / TAN _____ (Attach attested Photocopy) GST Registration Certificate _____

Bank Particulars: Name of the Bank / Branch _____

Account Type: _____ A/C No.: _____

MICR No: _____ IFSC 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 / MSTC website / Central Public Procurement Portal. In case the same is found altered / modified in any way, we will be held responsible and our offer will be liable for rejection forthwith and we may also be barred from participating in future tender of KoPT without any reference to us.

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

Offer No. _____

Signature of the Authorized Signatory of the Tenderer

Date: ____ / ____ / 2017

(with official Seal and date)

Place:



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Appendix- B

TECHNICAL SPECIFICATIONS FOR MEDICAL GASES & SCHEDULE OF QUANTITY

1. Compressed Medical Oxygen

1. Certified for medical use as IP 2014 or the latest version.
2. Not more than 5 ppm of carbon monoxide.
3. Not more than 300 ppm of carbon dioxide.
4. Free of any kind of halogen and polymers.
5. Free of all forms of oxidizing substances.
6. Water vapour not more than 67 PPM v/v
7. Purity 99-100 %
8. Should not cause any damage to the materials of cylinders, gas pipeline. anaesthesia machine and ventilators.
9. Certified safe for human use.

2. Specifications of Medical Nitrous oxide

1. As per IP 2014/latest I.P. certified as inhalation analgesic. Manufactured from IP grade ammonium nitrate. If any alternate technology or manufacturing process is used the same to be specified and all inputs regarding quality assurance and probable impurities etc must be provided.
2. Should not contain Less than 98.0%V/V of nitrous oxide in both liquid and gaseous phase.
3. Less than 300 PPM of CO₂ as impurity.
4. Less than 10 PPM of CO as impurity.
5. Free of hydrogen sulphide.
6. Not more than 2PPM V/V of nitrogen dioxide or nitric oxide in both liquid and gaseous phase.
7. Free of all form of reducing and oxidizing substances.
8. Each batch must have passed tests for alkalinity, arsenic, phosphine, ammonia and other recommended tests.
9. Certified safe for human use.

Medical Gas Cylinders

All the cylinders of Medical Gases should have:

- a) Valve protection caps
- b) Valve with nickel plating only
- c) History card of the cylinder
- d) Test Ring
- e) Label with date and tamper proof seal.

Note : 1) The tenderer should give an undertaking that if he fails to maintain standards of all the cylinders, gases and if some mishap occurs, the supplier company shall take liability of such events.



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- 2) The entire responsibility of collecting empty gas cylinder from hospital their transit filling and return shall be of the supplier and supplier is solely responsible for all types of damages and losses in respect to hospital cylinders during his custody.
- 3). The firm should give an undertaking that they are legally bound to supply the items which they have quoted in the tender failing which they will be liable to action as deemed fit and proper.

SCHEDULE OF QUANTITIES

Sl No	Cylinder Type and Contents	Average Quantity Required Per Month	Number of Cylinders to be kept with the Hospital **	
			Actual	Reserve
1.	"B" TYPE CYLINDER Cyl Capacity 1.43 cum	123 Nos.	32 Nos.	16 Nos.
2.	OXYGEN BULK CYLINDER Cyl Capacity 7.1 cum	131 Nos.	34 Nos.	17 Nos.
3.	NITROUS BULK CYLINDER Cyl. Capacity 17.1 cum	1 Nos.	1 No.	1 No.
4.	NITROUS SMALL "A" TYPE CYLINDER	1 Nos.	1 No.	1 No.
5.	OXYGEN "A" TYPE SMALL CYLINDER	1 Nos.	4 Nos.	1 Nos.
6.	FREQUENCY OF SUPPLY OF CYLINDERS	As per Requisition		



KOLKATA PORT TRUST

Centenary Hospital, Medical Department



ADVT. e-Re-TENDER FOR SUPPLY & DELIVERY OF OXYGEN AND OTHER MEDICINAL GASES IN CYLINDERS TO THE CENTENARY HOSPITAL, KOLKATA PORT TRUST

Tender No. MED / PR / ADVT / 267R / 17-20 / 852

Dated: 25/07/2017

Appendix - C**BILL OF QUANTITIES**

[Please submit PRICE BID ON LINE FORMAT ONLY]

A	B	C	D		E	F	G	H
Sl. No.	Description of the Item	Average Quantity Required Per Month	Number of Cylinders to be kept with the Hospital **		Rent per Cylinder per day (in Rs)	Medicinal Gas Filling Charge per Cylinder (in Rs)	Delivery Charges per cylinder at the Centenary Hospital	Total Cost per Cyl including rent. (E*30+F+G)
			Actual	Reserve				
1.	Oxygen in "B" Type Cylinder Cyl Capacity 1.43Cum	123 Nos.	32 Nos.	16 Nos.				
2.	Oxygen in BULK Cylinder, Cyl Capacity 7.1 cum	131 Nos.	34 Nos.	17 Nos.				
3.	Nitrous Oxide in BULK Cylinder, Cyl capacity 17.1 cum	1 Nos.	1 No.	1 No.				
4.	Nitrous Oxide in Small "A" TYPE Cylinder, Cyl capacity 1.74 cum	1 Nos.	1 Nos.	1 No.				
5.	Oxygen in "A" TYPE small Cylinder, Cyl Capacity 0.71 cum	1Nos.	4 Nos.	1 Nos.				
Total Amount								

** - The cylinders to be kept with the hospital as the reserve amount is to be supplied free of cost, (for tiding over emergency situations) and to be supplied "Free of Holding Cost".

*** - Capacity of the Cylinder of each categories to be stated clearly in the offer.

Current Rate of GST _____ %.

Offer No. _____

Date: ____ / ____ / 2017

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

Place:



KOLKATA PORT TRUST
Centenary Hospital, Medical Department



ADVT. e-Re-TENDER FOR SUPPLY & DELIVERY OF OXYGEN AND OTHER MEDICINAL GASES IN CYLINDERS TO THE CENTENARY HOSPITAL, KOLKATA PORT TRUST

Tender No. MED / PR / ADVT / 267R / 17-20 / 852

Dated: 25/07/2017

ANNEXURE -D

[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, 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/267/ 17-20/852 dated 25/7/2017

Dear Sir,

I/We,(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda.

To which, I/ We unconditional agree and submit my/ our bid on line using my/ our Digital Signature.

Submitting this undertaking in lieu of submission of signed copy of the full tender document GCC and Addenda.

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date :

Seal of the tenderer.....



KOLKATA PORT TRUST
Centenary Hospital, Medical Department



ADVT. e-Re-TENDER FOR SUPPLY & DELIVERY OF OXYGEN AND OTHER MEDICINAL GASES IN CYLINDERS TO THE CENTENARY HOSPITAL, KOLKATA PORT TRUST

Tender No. MED / PR / ADVT / 267R / 17-20 / 852

Dated: 25/07/2017

ANNEX- E

Format of Affidavit for NOT HAVING ESI Registration.

On the Rupees Ten Non - Judicial Stamp Paper

AFFIDAVIT

I Son ofaged about.....year, by birth By occupation residing at , do hereby solemnly affirm and declare as follows:-

1. THAT I am the proprietor/ partner of, having office at and carrying on business on the said name and style.
2. THAT my aforesaid firm is exempted from E.S.I Act and the said firm has no valid E.S.I Registration.
3. THAT the present affidavit is to be file before the Kolkata Port Trust as per the Eligibility to Bid clause 2 sub clause (h) of the Tender No MED/ PR/ADVT/267R / 17-20/852 dated 25/7/2017 issued by Kolkata Port Trust in respect of the work "supply & delivery of oxygen and other medicinal gases in cylinders to the centenary hospital, kolkata port trust

THAT the statements made are true to the best of my knowledge and belief.

Indemnified by me

Deponent



KOLKATA PORT TRUST

Centenary Hospital, Medical Department



ADVT. e-Re-TENDER FOR SUPPLY & DELIVERY OF OXYGEN AND OTHER MEDICINAL GASES IN CYLINDERS TO THE CENTENARY HOSPITAL, KOLKATA PORT TRUST

Tender No. MED / PR / ADVT / 267R / 17-20 / 852

Dated: 25/07/2017

APPENDIX - F**FORMAT OF AFFIDAVIT FOR NOT HAVING E.P.F A/C.NO.**

On the Rupees Ten Non-Judicial Stamp Paper **BEFOR THE 1ST CLASS JUDICIAL MAGISTRATE AT --**

AFFIDAVIT

I ----- son of ----- aged about -----
 Years, by faith -----, by Occupation -----, residing at -----
 ----- do hereby solemnly affirm and declare as follows:

1. That I am the Proprietor / Partner of ----- having office at ----- and carrying on business on the said name and style.

(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned in affidavit)

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the Sub Clause No.(i) of "Eligibility to Bid" Clause No. 2 of Tender No. MED / PR / ADVT / 267R / 17-20 / 852 Dated 25 / 07 / 2017 issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

THAT the statements made above are all true to the best of my knowledge and belief.

Deponent

Identified by