



श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता / SYAMA PRASAD MOOKERJEE PORT, KOLKATA  
(भूतपूर्व कोलकाता पत्तन न्यास / Erstwhile Kolkata Port Trust)  
कोलकाता गोदी प्रणाली / KOLKATA DOCK SYSTEM

सामग्री प्रबंधन प्रभाग / MATERIALS MANAGEMENT DIVISION  
6, गार्डन रीच रोड, कोलकाता / Garden Reach Road, Kolkata – 700023

निविदा दस्तावेज  
TENDER DOCUMENT

के लिये / For

“कोलकाता डॉक सिस्टम के चिकित्सा विभाग के लिए के लिए पीपीई मदों की खरीद 6 (छह) महीने की दर अनुबंध के आधार पर ” / Procurement of PPE items for Medical Department of Kolkata Dock System on 6 (Six) months rate contract basis”

निविदा आमंत्रण सूचना संख्या:एसटीआर /एडीवीटी/13596/21-22/PPE items दिनांक 08.12.2021  
NOTICE INVITING TENDER No. Str/Advt/13596/21-22/PPE items dt. 08.12.2021

ई-निविदा जमा करने की प्रारंभ तिथि / Start date of submission of e-tender : 05.01.2022 at 11.00 hrs.

ई-निविदा बंद करने की तिथि / Closing date for e-Tender : 19.01.2022 at 16.00 hrs.

तकनीकी-वाणिज्यिक बोली खोलने की तिथि /Date of opening of Techno-Commercial Bid : 20.01.2022 at 13.00 hrs.

**TENDER DOCUMENT**  
**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**  
**(Erstwhile Kolkata Port Trust)**  
**KOLKATA DOCK SYSTEM**  
**MATERIALS MANAGEMENT DIVISION**  
**6, GARDEN REACH ROAD**  
**KOLKATA - 700023**

**E-TENDER FOR PROCUREMENT OF PPE ITEMS FOR MEDICAL DEPARTMENT OF**  
**KOLKATA DOCK SYSTEM ON 6 (SIX) MONTHS RATE CONTRACT BASIS**  
**NOTICE INVITING TENDER No. Str/Advt/13596/21-22/PPE items Dated: 08.12.2021**

**TENDER NOTICE / निविदा सूचना :**

Materials Management Division under Mechanical & Electrical Engineering Department of SMP, Kolkata invites online offers under Two part system (i.e. Techno-Commercial Bid and Price Bid) for "Procurement of PPE items for Medical Department of KDS under SMP, Kolkata as per the technical specifications contained herein the tender documents **from Manufacturers or their Authorized Agents / Dealers / Distributors / Stockiest on 6 (Six) months rate contract basis.**

एसएमपी, कोलकाता के यांत्रिक व विद्युत अभियंत्रण विभाग के अंतर्गत सामग्री प्रबंधन प्रभाग ने निर्माताओं या उनके अधिकृत एजेंटों/डीलरों/वितरकों/स्टॉकिस्ट से निविदा दस्तावेजों में निहित तकनीकी विनिर्देशों के अनुसार केडीएस, एसएमपी कोलकाता के चिकित्सा विभाग के लिए 6 (छह) महीने की दर अनुबंध के आधार पर पीपीई मदों की खरीद के लिए दो भाग प्रणाली (यानी टेक्नो-वाणिज्यिक बोली और मूल्य बोली) के तहत ऑनलाइन प्रस्ताव आमंत्रित किए हैं।

This is a TWO PART TENDER. For this the offer shall have to be uploaded in two separate parts namely "Techno-commercial Bid" and "Price Bid." The "price bid" of only the bidders who's "Techno-commercial Bid" are found satisfactory, will be opened.

यह दो भाग का टेंडर है। इसके लिए ऑफर को दो अलग-अलग हिस्सों में अपलोड करना होगा, नामत " तकनीकी-वाणिज्यिक बोली " और " मूल्य बोली" । केवल उन बोलीदाताओं की "मूल्य बोली" खोली जाएगी जिनकी "तकनीकी-वाणिज्यिक बोली" संतोषजनक पाई जाती है।

Bid Document may be downloaded from RailTel's e-NIVIDA Portal website i.e. <https://kopt.enivida.in/> and SMP, Kolkata website. <https://smpportkolkata.shipping.gov.in/> Corrigenda or clarifications, if any, shall be hosted on the above mentioned websites only.

बोली दस्तावेज रेलटेल की ई-निविदा पोर्टल वेबसाइट यानी <https://kopt.enivida.in/> और एसएमपी, कोलकाता वेबसाइट यानी [https://smpportkolkata.shipping.gov.in](https://smpportkolkata.shipping.gov.in/) से डाउनलोड किया जा सकता है। / शुद्धिपत्र या स्पष्टीकरण, यदि कोई हो, केवल उपर्युक्त वेबसाइटों पर ही डाला जाएगा।



<p><b>iii) RailTel Tender Processing Fee</b> (Non - refundable)</p>	<p><b>Mookerjee Port Kolkata” on any nationalized/Scheduled bank having branch in Kolkata.</b> (The firms registered with NSIC Ltd. or MM Division for the items tendered for are exempted from submission of tender cost.)</p> <p><b>Mode of Payment:-</b> E-payment Only through Debit/Credit Card or Net Banking. <b>Tender Processing Fee(TPF)-</b> 0.1% of estimate cost (Minimum 750/- and Maximum 7500/-) plus GST <b>Registration Charges:</b> Rs. 2000/- + Applicable GST Per Year</p>
<p><b>h. Last date of submission of Bid Document fee at KDS (DD/MM/YYYY)</b></p>	<p><b>19.01.2022 up to 16.00 hrs.</b></p>
<p><b>i. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="https://kopt.enivida.in/">https://kopt.enivida.in/</a> (DD/MM/YYYY)</b></p>	<p><b>05.01.2022 at 11.00 hrs.</b></p>
<p><b>j. Date of closing of online e-tender for submission of Techno-Commercial Bid &amp; Price Bid. (DD/MM/YYYY)</b></p>	<p><b>19.01.2022 at 16.00 hrs.</b></p>
<p><b>k. Date of sample selection by the committee of KDS (DD/MM/YYYY)</b></p>	<p><b>20.01.2022 at 12.00 hrs</b></p>
<p><b>l. Date &amp; time of opening of Techno-Commercial Bid (DD/MM/YYYY)</b></p>	<p><b>20.01.2022 at 13.00 hrs.</b></p>
<p><b>m. Date &amp; time of opening of Price Bid (DD/MM/YYYY)</b></p>	<p>To be informed separately by letter or email or telephone.</p>

List of Annexure

Instructions to Tenderers	Annexure - A
Commercial Terms & Condition	Annexure - B
Schedule of Requirement	Annexure - C
Contract forms	Annexure - D
Bid Securing Declaration Form	Annexure - E
Check List	Annexure - F

**INSTRUCTIONS TO TENDERERS**

This is an e-procurement event of Syama Prasad Mookerjee Port, Kolkata (Erstwhile Kolkata Port Trust). The e-procurement service provider is RailTel's eNIVIDA Portal.

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 qualify in the Tender for opening of price bid.

1	<p>Online tenders through RailTel's eNIVIDA Portal are invited by Syama Prasad Mookerjee Port, Kolkata from GST registered domestic Contractors for executing the work.</p> <p>The tender document through RailTel's eNIVIDA Portal is open from 23.02.2021 to 23.03.2021 and can be downloaded from the official website of SMP, Kolkata and through RailTel's eNIVIDA Portal.</p> <p>The complete tender document can be downloaded from Syama Prasad Mookerjee Port, Kolkata website: <a href="https://smpportkolkata.shipping.gov.in/">https://smpportkolkata.shipping.gov.in/</a> and RailTel's eNIVIDA <a href="https://kopt.enivida.in/">https://kopt.enivida.in/</a> and bidders are required to submit tender offer through RailTel's eNIVIDA Portal on or before the due date and time of submission. The tenderer shall upload the scanned copy of the DD instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the RailTel's eNIVIDA.</p> <p>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 eNIVIDA Portal <a href="https://kopt.enivida.in/">https://kopt.enivida.in/</a> before responding to this e-tender :</p> <ul style="list-style-type: none"> <li>• Bidders Manual Kit</li> <li>• Help for Contractors</li> <li>• FAQ</li> </ul>			
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="https://kopt.enivida.in/">https://kopt.enivida.in/</a></p> <p>(A). Part – I (Techno-Commercial bid): Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-commercial Bid electronically.</p> <p>(B) Part – II (Price bid): Would be opened electronically of only those bidder(s) whose Part – I Techno-Commercial bid are acceptable by SMP, Kolkata. Such bidder(s) will be intimated the date of opening of Part II (Price bid) through valid e-mail/telephone/letter. Bidder(s) can witness the 6 opening of Bids electronically.</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations. Bidders are requested to submit their most competitive prices while submitting the price bid.</p>			
3	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>			
4	<p>In case of any clarification, please contact SMP, Kolkata (before the scheduled time of the etender). Contact person (SMP, Kolkata):</p> <table border="1" data-bbox="196 1771 1477 1937"> <tr> <td data-bbox="196 1771 619 1937"> <p><b>1. Mr. S. Mukherjee</b> Chief Mechanical Engineer (I/C) Mob No.9836298678 Email:shoven@</p> </td> <td data-bbox="624 1771 1046 1937"> <p><b>2. Mr. N. Bhutia</b> Sr. Dy. Materials Manager-I Mob No. 9051888657 Email:nbhutia@ kolkataporttrust.gov.in</p> </td> <td data-bbox="1051 1771 1477 1937"> <p><b>3. Mr. B. Kumar</b> Executive Engineer Mob No. 9454226779 Email:bharatkumar@ kolkataporttrust.gov.in</p> </td> </tr> </table>	<p><b>1. Mr. S. Mukherjee</b> Chief Mechanical Engineer (I/C) Mob No.9836298678 Email:shoven@</p>	<p><b>2. Mr. N. Bhutia</b> Sr. Dy. Materials Manager-I Mob No. 9051888657 Email:nbhutia@ kolkataporttrust.gov.in</p>	<p><b>3. Mr. B. Kumar</b> Executive Engineer Mob No. 9454226779 Email:bharatkumar@ kolkataporttrust.gov.in</p>
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	<b>kolkataporttrust.gov.in</b>		
<b>5</b>	All notices /corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by SMP, Kolkata. 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 RailTel's eNIVIDA portal (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).		
<b>6</b>	E-tender cannot be accessed after the due date and time mentioned in NIT		
<b>7</b>	<p>(a). MSEs registered with NSIC under Single Point Registration scheme/DIC are exempted from depositing Tender Fee and Earnest Money. But all the NSIC/DIC registered firms are not exempted from depositing Tender Fee and Earnest Money. Only those firms, having documents of such exemption for the entire tendered work (as per the Bill of Quantity) would be exempted. Documentary evidence must be uploaded for claim of such exemption, failing which their tender would be summarily be rejected.</p> <p>(b). The process involves Electronic Bidding for submission of Tender Document Fee and EMD, Techno- Commercial Bid as well as Price Bid.</p> <p>(c). The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>(d). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as valid bid if it fulfils all the terms and conditions of the Tender Document.</p> <p>(e). It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>(f). SMP, Kolkata 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.</p> <p>(g). 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 and conditions for the tender.</p> <p>(h). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted in Indian Rupee Currency as per UOM indicated in the e-tender floor/tender document.</p>		
<b>8</b>	The e-tender shall be governed by the terms and conditions mentioned therein.		
<b>9</b>	No deviation to the technical and commercial terms & conditions are allowed.		
<b>10</b>	SMP, Kolkata has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.		
<b>11</b>	The bidders must upload all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.		
<b>12</b>	The bid will be evaluated based on the filled-in technical and commercial formats uploaded.		
<b>13</b>	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.		
<b>14</b>	Price bid must be filled-up in EXCEL Sheet through eNIVIDA PORTAL (which is uploaded by SMP, Kolkata).		
<b>15</b>	EMD & Tender Fee should reach this office physically before opening of Tender document, failing which techno-commercial bid will not be opened.		
<b>16</b>	EMD & Tender Fee details are to be treated as essential documents should upload with the other essential documents.		

**COMMERCIAL TERMS & CONDITIONS**

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

**1. ELIGIBILITY CRITERIA OF THE BIDDERS**

**(Following documents to be uploaded along with Techno-commercial bid)**

- Tenders are invited from Manufactures or their Authorized Agents /Dealers / Distributors /Stockiest.
  - Following documents for meeting the pre-qualification criteria should be uploaded along with offer otherwise their offer may be rejected. Page nos. must be mentioned on each page of uploaded documents.
- i) Having experience in successfully executing supply of **similar items**\* to Govt. , PSU or Public /Private Organization during last 2 years ending 30<sup>th</sup> November 2021 for which documentary evidence must be substantiated by uploading any one or more of the following set of documents:
    - a. Purchase Order along with respective Good Receipt Note (GRN)/Receipt Challan.
    - b. Purchase Order along with respective Supply Challan duly accepted inspected and passed.
    - c. Purchase Order along with respective Certificate of Execution by the purchaser in their letter head with signature and seal of the issuer.
  - ii) Must have Permanent A/c No, GST Registration Certificate, Valid Trade Licence & Valid Drug License (as may be applicable) issued by a competent authority.(Certificate to be uploaded).
  - iii) NIOSH / CE Certified, US FDA approved / SITRA / BIS which ever applicable for the respective item of BOQ.
  - iv) Must have last three years Balance sheet and Profit & Loss A/c. (audited where applicable) ending March, 2021. (Certificates to be uploaded). In the event of non submission of Audited Balance Sheets for the financial year ending 31.03.2021, the turn over for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.
  - v) For authorised dealers/ Agent/Distributors or Stockiest intending to quote, they must submit Current Valid Unconditional Authorisation Certificate issued by the Principal. (Certificate to be uploaded).

\*Here **similar item** means supply of the offered item(s) used for Medical purpose.

**2. Price Bid:**

2.1 Price quoted by the tenderer shall remain fixed and valid until completion of the contract and will not be subject to variation on any account, except statutory levies for which documentary evidence is to be submitted.

2.2 Price Fall Cause : Where there is a downward revision of price, the manufacturer or Marketing Medicine Companies would be required to provide the Revised MRP, Date of Revision, the Batch No. and Lower Price in same proportion to the quoted price vis-à-vis Original MRP. No upward Price Revision is applicable.

**3. Evaluation Criteria**

3.1 Evaluation will be made on the lowest (L1) landed price quoted against the individual tendered item among the techno-commercially qualified bids subject to the fulfillment of necessary Tender conditions and benefits will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public

procurement policy. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.

3.2 In the event of Part Order being placed, the rate(s) against each of the item(s) constituting the order shall be identical to the rate(s) for the corresponding item(s) quoted in the Price Bid, tender terms and conditions shall also remain unaltered. Irrespective of whether order is placed on part or, on the whole of the BOQ no plea for subsequent withdrawal or the amendment will be entertained.

3.3 Techno-commercial bids of only those bidders will be opened whose samples of tendered items to be approved by a committee of KDS.

4. **PERIOD OF VALIDITY OF OFFERS**

Prices offered in BOQ shall remain valid for evaluation for **120 days** from the date of opening of the Tender.

5. Full particulars as to specification, brand and makers name as must be applicable and delivery schedule, etc. should be stated, failing which the tender may not be considered.

6. **REJECTION OF TENDER DOCUMENTS**

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

7. **BIDDERS RESPONSIBILITY TO SATISFY HIS QUERIES**

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

8. **CLARIFICATION OF TENDER DOCUMENTS**

Prospective tenderers requiring further information or clarification of the Tender Documents may notify the Materials Manager in writing by Fax at the Materials Manager's mailing address indicated in the invitation for tenders within a reasonable time prior to the time of submission of tender.

9. **AMENDMENT OF TENDER DOCUMENTS**

a) At any time prior to the deadline for submission of tenders, the Materials Manager for any reason whether at his own initiative or in response to a clarification required by a prospective tenderer may modify the Tender Documents.

b) For any and all amendments, if any, of the instant tender, such amendments will be hoisted in SMP, Kolkata Website / RailTel's e-NIVIDA Portal / CPP Portal only and no further notification will be made in the newspaper. Accordingly interested bidders are advised to keep close watch on SMP, Kolkata website, <https://smporkolkata.shipping.gov.in/> RailTel's e-NIVIDA Portal, <https://kopt.enivida.in/> / CPP publishing Portal in their own interest.

c) It is also to be noted that any such amendment will be a part of the instant tender document and will be binding on the bidder and it will be presumed that the bidder has satisfied himself about such amendments hoisted in SMP, Kolkata Website/ RailTel's e-NIVIDA Portal /CPP Portal. The amendment, if any as corrigendum will be binding on the prospective Tenderers.

d) In order to allow prospective tenderers reasonable time for taking the amendment, if any into account & preparing the tenders, the Materials Manager may at his discretion, extend the deadline for the submission as well as opening of the tenders.

10. **SPECIAL INSTRUCTION:**

- i. In a tender, either the Indian agent on behalf of the principal/ O.E.M or Principal/ O.E.M itself can bid but both can't bid simultaneously for the same item / product in the same tender.
- ii. If any agent submits bid on behalf of the Principal/O.E.M the same agent shall not submit a bid on behalf of another Principal/ O.E.M in the same tender for the same item /product.



**11. OPENING OF TENDERS**

- i. The tender will be opened online. Tenderers can see the Technical and price in their login once it is opened.
  - ii. To assist in the examination, evaluation and comparison of tenders, CMO/Materials Manager may, at his discretion, ask the tenderer for a clarification of their offer. All responses to requests for clarification shall be in writing and no change in the price or substance of the tender shall be permitted.
12. The Tenders will be evaluated by SMP, Kolkata and only those offers which are substantially responsive to the specifications and terms and conditions will be short listed. Further processing, discussion, etc. will be held only with the short listed tenderers.
13. A bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted.

**14. NON-RESPONSIVE BIDDER:**

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

- (a) Received after the date and time specified in the tender.
  - (b) Not accompanied with E. M. Deposit & cost of tender in case of down loading of tender from website.
  - (c) Not valid for 120 (One hundred and Twenty) days from the opening date of Techno-commercial bid.
  - (d) Not accompanied with bid documents not signed, sealed and submitted in the manner indicated in the bid document.
  - (e) Not in accordance with / deviation from the tender documents.
  - (f) In addition to above, a bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted.
  - (g) Corrections if required to be made in tender papers to be uploaded should be made without using white ink.
  - (h) Offers non-conforming to the instructions as stated above shall be treated as non responsive and hence such offer/offers may be liable for disqualification.
15. **WITHDRAWAL OF TENDERS**
- Withdrawal of tender/offer in the interval between the closing date for submission of tender and the expiry of the period of its validity specified in the tender will result in forfeiture of Earnest Money.
16. **RIGHT TO ACCEPT ANY TENDER OR REJECT ANY OR ALL OFFERS:**
- SMP, Kolkata reserves the right to accept or reject any tender and/or part thereof, without assigning any reason. SMP, Kolkata reserves the right to annul the tendering process and reject all the tenders at any time prior to award of contract, without thereby incurring any liability to the affected tenderers or any obligations to inform the affected tenderers the reason for such actions.
17. **NOTIFICATION OF AWARD:**
- The Materials Manager shall notify the successful tenderer in writing or by fax or by email to be confirmed in writing that their offer has been accepted.
18. **INDEMNITY:** The contractor shall indemnify the SMP, Kolkata during the various stages of execution of the contract, regarding damages, losses of or injury to, death of-

- i. Third parties
- ii. Contractor's facilities and equipment
- iii. Contractor's personnel
- iv. SMP, Kolkata's facilities and equipment, including the goods supplied under the contract
- v. SMP, Kolkata's personnel

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

19. **BID SECURITY (EARNEST MONEY):**

The tender is subject to Bid Security (i.e. Earnest Money) of **Rs 72,249/-(Rupees Seventy Two Thousand Two Hundred Forty Nine Only)**/-, which is to be submitted in the form of Banker's cheque or Pay Order or Demand Draft drawn on any Nationalized/Scheduled Bank having branch in Kolkata payable at Kolkata in favour of "**Syama Prasad Mookerjee Port Kolkata**" and the same is to be uploaded.

- a) Bid securities of the unsuccessful bidders will be refunded to them without interest at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract without any interest.
- b) Bid security will be refunded to the successful bidder on receipt of Performance Security.
- c) Bid security shall be forfeited if a tenderer withdraws his offer during the period of tender validity specified by the tenderer or if the successful tenderer fails to furnish the performance security deposit on being advised to deposit the same within a specified time frame.
- d) Transfer of Bid Security from any deposits that may be lying with SMP, Kolkata shall not be considered.
- e) **Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.**
- f) **The MSEs who are registered with District Industries Centre (DICs)/ NSIC (under Single Point Registration Scheme)/ Udyog Adhar are eligible for availing benefits under Public Procurement Policy. The firms registered with DGSD or MM division are also not required to pay the EMD & cost of tender.**
- g) **Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate/ Udyog Adhar certificate has to be submitted along with the bid.**
- h) **Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are exempted from depositing cost of tender document and earnest money having valid NSIC certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) certificate/ Udyog Adhar certificate.**

20. **EXEMPTION FROM SUBMISSION OF TENDER COST/EMD:**

- a. Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.
- b. The MSEs who are registered with District Industries Centre (DICs)/ NSIC (under Single Point Registration Scheme) are eligible for availing benefits under Public Procurement Policy.
- c. Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate/ Udyog Adhar certificate has to be submitted along with the bid.
- d. The firms registered with DGSD or MM division are also not required to pay the EMD & cost of tender. Supporting documents in support of registration should be uploaded.

21. **PERFORMANCE SECURITY:**

- a. The tender is subject to Performance Security for an amount of three per cent (5%) of the value of the contract - which is to be submitted by the successful bidder/s in cash or in the form of Bank Draft/Pay Order drawn on any Nationalized/Scheduled Bank payable at Kolkata in favour of "**Syama Prasad Mookerjee Port Kolkata**", to the Treasurer, SMP, Kolkata, 15, Strand Road, Kolkata-

700 001 **within 14 days from the date of placement of contract** and the copy of Treasury receipt is to be submitted to MM Division.

- b. The proceeds of the security deposit shall be payable to Kolkata Port Trust as compensation for any loss resulting out of the tenderers failure to execute the contract.
  - c. SMP, Kolkata will return the security deposit without any interest as expeditiously as possible after the date of completion of Warranty period(s).
  - d. In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order will be cancelled.
22. Exemption: **No Exemption from submission of Performance Security is allowed.**
  23. The Materials Manager does not bind himself to accept lowest of any tender or assign any reason for non-acceptance. He also reserves to himself the right to accept any tender in part or in whole. SMP, Kolkata reserves the right to take up to 10% beyond the tendered quantity accepted by the Trustees.
  24. The Trustees will not recognize any assignment or endorsement in favour of third parties of any order arising out of this tender other than the authorized dealer/distributor /accredited agents in respect of any payment due by the Trustees against any such order.
  25. If delivery of material is not made within the time undertaken, the order may be cancelled without notice.
  26. Any default in the supply or failure to deliver an approved quality within the time stipulated shall involve purchase of the whole or any portion of the supply remaining undelivered or unapproved from another source at the risk and expenses of the supplier.
  27. All parties quoting should state clearly in bold letters the % of taxes and duties GST (CGST, SGST or IGST as applicable) etc. that will be charged against any item as guidance at the time of placing order.
  28. **L. D. Clause** –
    - i. If the supplier fails to complete the supply within the scheduled delivery period or such extension thereof, the supplier shall pay, as compensation and not as a penalty, Liquidated Damages to the Trustees @ ½% of the basic value of the delayed portion of supply, for every week or part thereof, (part of the week being treated as a full week) provided always that the amount of such compensation shall not exceed 5% of the basic value of contract. GST on L.D. amount at the prevailing rate (presently @18%) will be levied.
    - ii. Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage from money due or, likely to become due to the supplier. The payment or, deduction of such damages shall not relieve the supplier from his obligations to complete any other liabilities and obligations under the contract.
  29. Conditional discount: Evaluation of tenders will not be made on conditional discount if any offered by the firm/s.
  30. **JURISDICTION**: The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
  31. **INSPECTION AND TESTING**: Inspection of materials shall be done by Trustees' authorized officer of MM Division after delivery of materials. The materials to be supplied-by the supplier should strictly conform to the laid down specification of tender / order. If and when-necessary, samples from the supplies may be drawn and the same will be tested by Trustees'-authorized person either at the trustees own arrangement or by Government Test House and if found to be inferior to the laid down specifications of tender / order, the materials will be rejected in whole or in part and supplier shall be debited with the cost of test and rejected materials shall be replaced by the supplier at his own cost and arrangement.
  32. **ARBITRATION**: For the instant tender no Arbitration will be permissible. In case of disputes the decision of the Chief Medical Officer will be final and binding.

33. **PAYMENTS TERMS:**

Payment will be made by Finance Department within 30 days from the date of submission of clear bill in Medical Department along with Bank A/C particulars supported with where applicable clear acknowledged receipted copy containing inspection acceptance note of the material by the representative of the Medical Department as well as copy of the order along with other documents as required for processing the bill for payment through RTGS/NEFT/ECS.

The Bidder needs to submit all Bank Particulars like Account No. IFSC code, MICR Code and the same should be supported with a Cancelled Cheque. The payment will be made through RTGS/NEFT/ECS.

34. 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.

35. 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.

36. **THE OPENING DATE OF TENDER WILL NOT BE EXTENDED UNDER ANY SITUATION AFTER DUE DATE IS OVER.**

37. **BID CURRENCY:** Price shall be quoted in I.N.R. only.

38. **DELIVERY:**

(a) PPE items will have to be supplied immediately on placement of the order and not later than 15 days (Fifteen days) from the date of issue of the respective part order by Medical Department of SMP, Kolkata failing which risk purchase may be made as per relevant tender condition. The Trustees also reserve the right to cancel the contract either in whole or in part at any time if supply is not made in terms of the order.

(b) Delivery is to be made "free of cost" at the Store of Centenary Hospital, SMP, Kolkata, on all working days i.e. Other than SMP, Kolkata holidays and Sundays, between 10 AM to 4 PM.

(c) If the PPE items are found defective, damaged and not as per approved samples, they have to be replaced/ returned within 7 (seven) days , or such time as may be allowed by the Chief Medical Officer, or else the cost of the items will be deducted from the bills on pro-rata basis.

39. **LICENCES AND PERMITS:** The contractor shall be liable for obtaining all licenses and permits with respect to the goods supplied by him.

40. If conditions above are not strictly complied with, the tender may not be considered.

41. **SPECIAL CONDITIONS OF THE CONTRACT:**

i. **PERIOD OF CONTRACT:** The contract would be for a period of 6 (Six) months, and shall be valid for all Part Orders to be placed by Medical Department of SMP, Kolkata within this period. The contract period may be extended by another 1(One) month, if considered necessary by the Chief Medical Officer of SMP, Kolkata.

ii. **QUANTITY:** Procurement will be made as per requirement of the Medical Department of SMP, Kolkata by placing orders from time to time as per terms & conditions of the contract. The Trustees reserve the right not to place any order for any or all of the items, in case there is no requirement during the period of the contract.

iii. **RATE:** Rate quoted should be F.O.R. Centenary Hospital, SMP, Kolkata, AT 1, Diamond Harbour Road, Kolkata-700053, near Majherhat Bridge.

iv. **INSPECTION:** Inspection of materials would be done by SMP, Kolkata authorized representative prior to acceptance at Port Hospital, SMP, Kolkata. The materials supplied by the supplier should strictly confirm to the laid down specifications of the tender / order. (accepted samples).

v. **CANCELLATION OF ORDER:** Unless extension of delivery period is granted, the order for non-supplied items would stand automatically cancelled after expiry of the delivery schedule.

vi. **SAMPLES OF PPE ITEMS:** Every bidder of PPE items must submit at least 2 (TWO) nos. of samples in a sealed packs of the manufacturing company to Sample section of MM Division,

SMP, Kolkata at 6, Garden Reach Road Kolkata – 700023 on before / within closing date of tender.

**LABELLING ON THE SAMPLE:**

1.	TENDER NO.
2.	NAME OF THE BIDDER
3.	NAME OF THE ITEM
4.	NAME OF THE PARENT MANUFACTURER / IMPORTER
5.	SAMPLE QUANTITY

42. **Procedure of Sample Selection:** Sample selection will be carried out by a committee of KDS. Bidders may like to witness samples selection on scheduled date and time. Bidders are advised to submit their sample(s) before/within closing date of submission of bids failing which KDS will not be held responsible for non selection of sample(s) and no plea will be entertained afterward in this regards.
43. **Preference to Make in India:** The policy of the Govt. of India to encourage “Make in India” and promote manufacturing and production of goods and services in India as per the “Public Procurement (Preference to Make in India), Order 2017- Revision regarding”, circulated by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India vide Order No. P45021/2/2017-PP (BE-II) dated 04.06.2020; subsequently revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 will be applicable for this tender.
44. **Bidder from a country sharing land border with India:** Any bidder from a country which shares land border with India will be eligible to bid as per the OM No. F6/18/2019-PPD dated 23.07.2020 circulated by the Department of Expenditure (Public Procurement Division), Ministry of Finance, Govt. of India.
45. **Import from Prior Reference countries:** Attention is invited to the provision contained in Ministry of Power, Govt. of India’s Order no. 25-11/06/2018-PG dated 02.07.2020 which reads that “Any import of equipment/components/parts from “prior reference” countries as specified or by persons owned by controlled by or subject to the jurisdiction or the directions of these prior reference countries will require prior permission of the Govt. of India.” It is hereby clarified that for the purpose of aforesaid stipulation, “prior reference” country means a country which shares a land border with India. Attention is further invited to Ministry of Power, Govt. of India’s Order no. 25-4/1/2019-PG-Part (1) dated 02.07.2020 wherein it is clarified that “Notwithstanding above, it is further clarified that the restrictions related to “prior reference” countries will not apply in the following cases:
- A. The bidders/imports from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development of projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of Ministry of External affairs.
  - B. Bona fide procurements made through GeM without knowing the country of bidder till the date fixed by GeM for the purpose.
  - C. Bona fide small procurements, made without knowing the country of bidder and
  - D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed.”

Sd/-

Chief Mechanical Engineer (I/c)

## Annexure C

Schedule of Requirement  
Specifications and Technical DetailsTENDER No. Str/Advt/13596/21-22/PPE items Opening on 20.01.2022  
(To be filled up and uploaded along with Techno-commercial bid)

SL N O.	Name of item	Qty for 6 months	Unit	HSN Code	"Make/Brand" Name  (No Other Specification will be accepted)	% of GST
1	FULL PPE KIT (As per detailed description & specification enclosed at Annexure-MM 1)	3600	Kit			
2	DISPOSABLE GOWN / COVER ALL (As per detailed description & specification enclosed at Annexure-MM 2)	3900	Kit			
3	REUSEABLE CLOTH MASK (As per detailed description & specification enclosed at Annexure-MM 2)	1200	Nos			
4	DISPOSABLE NITRILE GLOVES (SIZE-7)	48000	Pairs			
5	DISPOSABLE CAP	5400	Nos			
6	FACE SHIELD <b>Technical specification:</b> Disposable one piece face/neck length face shield visor assembly with foam forehed cushion.	4500	Nos			
7	HAND SANITIZER 5 Ltr jar <b>Technical specification:</b> Ethanol IP 80%V/V, Glycerol IP 1.4%, Hydrogen Peroxide 0.12% QS	276	5 Ltr Jar			
8	LIQUID SOAP (SIZE: 750ML)	180	Pouch of 750ml			
9	MORTUARY BAG WITH FACE COVER (SIZE : 7 ft X 3 ft) <b>Technical specification:</b> a) LD Polymer 250 micron for inside covering. b) Cotton tape to be used as handle of the dead body cover.	240	Nos			
10	N -95 FACE MASK <b>Technical specification:</b> a. NIOSH (National Institute for occupational safety and health	4800	Nos			

	approved. In favour of the parent manufacturer, supported with Test report from Gov Approved lab. <b>b. Total length: Approximately 175 mm, Width: approximately 90 mm.</b>					
11	HAND GLOVES INDUSTRIAL (RUBBER)	480	Pairs			
12	FACE MASK SURGICAL TRIPPLE LAYER <b>Technical specification:</b> a. Three layered surgical mask of non-woven material with adjustable nose piece, having filter efficiency of 99% for 3 micron particle size ISO 13485/ ISO 9001/EN 14683 or equivalent.	66000	Nos			
13	BIO-MEDICAL WASTE BAG- COLOR – BLACK / RED/ YELLOW WITH BIOHAZARD LOGO 40 MICRON (SIZE-BIG) <b>Technical specification:</b> 40 micron Size: Big: 32 Inch (L) x 28 Inch (W)	11400	Nos			

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

Date:

(Signature & the Seal of the Bidder)

**Technical Specification of PPE Kit :****1. PPE Kit must contain the followings :****(a) PPE Suit with hood**

It should be –

- Universal Size and fit
- White or blue in colour
- Thumb / finger loop to keep sleeves in place
- Impermeable to body fluids.
- Should be made of 90 gsm fabric but non laminated.
- Elastic borders around wrists, ankles and hood
- Fit must be comfortable and not too light
- **All seams taped with SITRA approved TAPE**

**(b) SHOE COVERS:**

- Large sized with length well above ankle height
- It should be made of the same material / fabric as cover all.
- 01 Pair in number.
- **All seams taped with SITRA approved TAPE**

**(c) GLOVES:**

- 02 Pairs in number
- Latex Surgical gloves
- Non sterile, Powder free
- Size – 7 (89 +/- 5 mm) and 7.5 (95 +/- 6 mm)
- Both gloves must cover upto mid forearm
- **CE Certified**
- **IS 41418 with ISI Mark**

**(d) GOGGLES:**

- Well fitted, Zero power, Transparent will cover the eyes and surroundings
- Flexible frame to fit different face sizes.
- Can accommodate prescription glasses.
- Fog and scratch resistant.
- May be reusable.
- Single piece.

**(e) TRIPPLE LAYER SURGICAL / MEDICAL MASKS:**

- Three layered Surgical /Medical mask of non-woven material with adjustable nose piece, having filter efficiency of 99% for 3 micron particle size.
- **ISO 13485 / ISO 9001 / EN 14863 or equivalent**
- Single piece

**(f) CAPS:**

- Single piece
- Light Colour, soft material able to cover entire head
- Double elastic to hold over forehead



### **Technical Specification of Disposable Gown / Cover All**

- It should be impermeable to blood and body fluids.
- Single use.
- Light colours are preferable to detect possible contamination.
- Thumb / finger loops to anchor sleeves in place.
- It should be a complete coverall (from head to ankle) with separate boot legging.
- Shoe cover should be made up of the same fabric as coverall.
- Shoe cover should cover the entire shoe and reach above ankle up to mid leg soft elastic to be fitted at two levels, ankle and end.

#### **Quality compliant with following standard:**

- A) Meets or exceeds ISO 16603 class 3 exposure pressure or equivalent.  
EN 14126 (barrier to infective agents) certified

### **Technical Specification of Reuseable Cloth Mask**

- Size: 20 CM x 10 CM
- No. of Pleats : 3 (three)
- Elastic cord Ear Loop : ¼ Inch, should not loose ar least for 1 year and should be attached at the both the corners of the mask.
- Borders: Should have designed having good aesthetic.
- Colour: Green / Blue

**TENDER No. Str/Advt/13596/21-22/PPE items Opening on 20.01.2022**  
**(To be filled up and uploaded along with Techno-commercial bid)**

**CHIEF MECHANICAL ENGINEER (I/C)**

**SMP, Kolkata**

Sir,

1. I/We the undersigned hereby tender to supply the Trustees with such of the several articles or items enumerated in the accompanying list as you may select at the price stated therein and on terms as specified in the prescribed agreement.
2. If my/our tender or any portion of it is accepted I/We agree within 10 days of receiving notice of acceptance to execute an agreement, in the prescribed form, and to deposit with the Trustees' Financial Adviser and Chief Accounts Officer, 5% of the value of the accepted Tender, this deposit to be at my/our option either in Cash or in Government of Kolkata Port Trust Securities or in National Savings Certificates to an equivalent market value. I/We understand that no interest will be payable on such deposit.
3. I/We agree that if I/We withdraw my/our tender before the receipt of advice of the Trustees decision or if after my/our tender has been accepted in Whole or in part. I/We fail to execute the Prescribed Agreement within ten days after such acceptance the earnest money deposited by me/us may be forfeited, and in the later case the Tender may be cancelled.
4. Notwithstanding anything hereinbefore contained and without prejudice any of the rights of the Trustees' and without in any way effecting any of my/our liabilities. I/We hereby agree and confirm that I/We have pursued and understood the terms and conditions and import of all the causes in the prescribed agreement, a copy whereof has been duly initialed by me/us for identification and submitted with the tender and I/We agree that the terms and conditions contained in the said prescribed agreement shall be deemed to form part of the terms and conditions of the tenders and I/We shall be bound by same.
5. I / We agree not to sub let or assign the Contract for supplies or any part thereof at any benefit there under.
6. I/We bind myself/ourselves to supply, if required to do so up to 110% of the quantities accepted by the Trustees.
7. I/We agree to bear the cost of stamping the agreement.
8. I/We agree that delivery of articles will not be completed until such articles are inspected and passed at destination by an officer of the Trustees whose decision shall be final until such inspection and passing the articles shall remain and or will continue to remain at my/our sole risk. The rates quoted include delivery at Store of Centenary Hospital, SMP, Kolkata.
9. Unless otherwise specified in the order I/We undertake to deliver supplies not later than 24 hours from the receipt of the order if received by noon on a week day or the case of an order received later than noon, 48 hours after such receipt failing which a purchase may be made against me/us in the open market on my/our account and risk and additional cost incurred thereby may be received from the 5 per cent deposit made by me/us in terms of clause 3 or any other way that the Trustees may think fit and proper
10. I/We agree to all bills for articles supplied being prepared in and paid at the Trustees' Head Office by the existing mode which will absolve the Trustees from all liabilities whatsoever.
11. Samples if any where called for have been marked and labeled so as to correspond with items in the tender.
12. The articles supplied will be in strict accordance with the specification and or description in the Schedule.
13. The price quoted for net weight or net measurement but the prices include cost of containers and delivery to SMP, Kolkata as stated in Tender document.
14. Rate unit have not been altered in the Tender and quotations have been entered in both figures and words.
15. The total value of each item has been shown in the column provided for that purpose.
16. Country of manufacturer has been stated.
17. Charge for work necessary for completion of Contract: - I/We agree to pay all charges for handling, stamping, painting, marking, protecting and preserving patent rights drawings, templates, models and

gauges and for all such measures as may be deemed necessary for the proper completion of the Contract even although special provision thereof has not been made in the specification or drawings.

18. Indemnity Clause: - I/We agree to all times to indemnify the Trustees against all claims which may be made in respect of the several articles or items enumerated in the list attached hereto under any patent or other rights and accept responsibilities for all risk or accidents or damage from whatever cause arising; PROVIDED Always that in the Trustees shall notify me /us of same and I/We shall be at liberty at my/our own expense to take steps in the matter that I/We may think fit.
19. REMOVAL OF REJECTED STORES: - I/We agree to remove within a fortnight from the date of rejection of any stores delivered by me/us and such rejected stores shall lie at my/our risk and rent may be charged at the Trustees' option. If I/We fail to remove such stores within a fortnight of rejection the Trustees shall have the right to dispose of the same and I/We shall have no claim against the Trustees in respect of the said (rejected) stores.
20. For non-observance of any of the terms of the tender and/or Agreement or otherwise the Trustees have absolute right without assigning any reasons to cancel the tender and /or the agreement and I/We shall be liable for all losses and damages arising there under and this is without prejudice to all other rights and remedies of the Trustees.
21. It is distinctly understood by and between the parties that notwithstanding anything hereinbefore contained the Trustees without prejudice to any of their rights shall be at liberty to deduct set off or adjust out of any money that may become refundable or payable by the Trustees to the tenderer in respect of the present tender or out of the security deposit in respect of the present tender any sum of sums that may be payable or has become payable by the tenderer to the Trustees or recoverable from the tenderer in respect of any other tender or contact between the tenderer and Trustees in these respect, the decision of the Trustees' Chief Medical Officer shall be final and binding on both the parties.
22. I/we further confirm that I/we have carefully gone through the whole of the tender documents and understood the same.
23. It is also confirmed that no part of the tender document has been changed/modified by me/us.
24. Further, I/we confirm that statement of facts/figures information incorporated in my/our Offer is correct.

Dated .....2022

yours faithfully

Address.....

Signature.....

Seal:

**Form-1**

**(To be filled up and uploaded along with Techno-commercial bid)**

**Code No: 1223740**

**S – 10 (a)**

**TENDER No. Str/Advt/13596/21-22/PPE items Opening on 20.01.2022**  
**TENDER FOR PROCUREMENT OF PPE ITEMS FOR MEDICAL DEPARTMENT OF KOLKATA**  
**DOCK SYSTEM ON 6 (SIX) MONTHS RATE CONTRACT BASIS**

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

I / We hereby tender to supply & deliver the articles noted above to the Medical Department of SMP, Kolkata at the rate quoted in price schedule.

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

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

**Date:**

**Place:**

**Full Name in Block Letters:**

**Signature of Tenderer with Official Seal**

**Address:**

**Telephone:**

**Fax**

**E MAIL ID:**

**Form 2**

**(To be filled up and uploaded along with Techno-commercial bid)**  
**GENERAL PARTICULARS OF THE TENDERER**  
**TENDER FOR PROCUREMENT OF PPE ITEMS FOR MEDICAL DEPARTMENT OF KOLKATA**  
**DOCK SYSTEM ON 6 (SIX) MONTHS RATE CONTRACT BASIS**  
**TENDER No. Str/Advt/13596/21-22/PPE items Opening on 20.01.2022**

- 1 Name of the Bidder :
- 2 Official Address for communication :
  - a) Telephone :
  - Cell Phone :
  - b) Fax :
  - c) E-mail address :
- 3 Valid Trade License :  
(Upload Photo Copy)
- 4 PAN :  
(Upload Photo Copy)
- 5 GST Registration no. :  
(Upload Photo Copy)
- 6 Have you ever been debarred by any Govt. :  
department or Govt. Undertaking to carry  
out any work
- 7 Please upload order copies of having :  
experience in successfully executing supply  
of similar items during last two years ending  
31th August 2021.
- 8 Particulars of Cost of tender & EMD :  
deposited  
(Upload photocopy of T.R.)
- 9 Whether the bidder is a Manufactures or :  
their Authorized Agents /Dealers /  
Distributors /Stockiest

Date:

(Signature & the Seal of the Bidder)

**Form 3**  
**TENDER No. Str/Advt/13596/21-22/PPE items Opening on 20.01.2022**  
**TENDER FOR PROCUREMENT OF PPE ITEMS FOR MEDICAL DEPARTMENT OF KOLKATA**  
**DOCK SYSTEM ON 6 (SIX) MONTHS RATE CONTRACT BASIS**  
**(To be filled up and uploaded along with Techno-commercial bid)**

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

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

(Signature with official seal)

NB: A cancelled cheque is to be enclosed.

**Form 4**  
**(To be filled up and uploaded along with Techno-commercial bid)**  
**TENDER No. Str/Advt/13596/21-22/PPE items Opening on 20.01.2022**  
**TENDER FOR PROCUREMENT OF PPE ITEMS FOR MEDICAL DEPARTMENT OF KOLKATA**  
**DOCK SYSTEM ON 6 (SIX) MONTHS RATE CONTRACT BASIS**

Contract acts with suppliers/service providers.

**Tax Clause**

**For Tax inclusive contracts**

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

**For Tax exclusive contracts**

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

**Change in law clause**

- Any new statutory levies, taxes, duties, cess, etc. imposed by the Central / State / local authorities by way of fresh notification subsequent to the issue of work Order / Purchase Order, but within the stipulated delivery period shall be paid extra.
- Any additional cost or benefit impacting the contract price resulting from introduction of any new law, towards liveable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to an adjustment to the contract price to reflect the financial impact of such "Change in law".

**General Terms & Conditions**

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier/Service Provider agrees to comply with all applicable GST laws, including GST acts rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/Service Provider and details available with SMP, Kolkata, then payments to Supplier/Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time SMP, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to SMP, Kolkata's Account and is finally available to SMP, Kolkata in terms of GST laws and that the credit of GST so taken by SMP, Kolkata is not required to be reversed at a later date along with applicable interest.
- SMP, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non compliance of tax laws by the supplier/service provider. Any loss of input tax credit to SMP, Kolkata for the fault of supplier shall be recovered by SMP, Kolkata by way of adjustment in the consideration payable.
- Supplementary invoices/Debit note/credit note for price revisions to enable SMP, Kolkata to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- The purchase order work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

(Signature with official seal)

**CHECK LIST**

**(LIST OF DOCUMENTS TO BE DULY FILED, SIGNED, STAMPED AND UPLOADED ALONGWITH TECHNO-COMMERCIAL BID).**

Sl. No	Documents Description	YES/NO	Page No.
1	Copy of GST Registration Certificate		
2	Copy of of PAN Card		
3	Copy of Valid Trade Licence		
4	Credential of having experience in successfully executing supply of similar items (similar to items tendered out) during last 2 years ending 30.11.2021 for which as per clause no.1 (i) of Annexure B at Page 7		
5	Copy of last three years Balance Sheet and Profit & Loss A/c. (audited where applicable) ending March, 2021 as per clause no. 1(vii) of Annexure B at Page 7		
6	Authorization Certificate (if applicable) as per clause no. 1(iv) of Annexure B at Page 7		
7	Copy of Treasury Receipt/Original D.D. towards deposit of Tender cost.		
8	Duly filed signed stamped copy of Annexure – C & D of the subject NIT		
9	Duly filed signed, stamped copy of Form 1,2,3&4 of the subject NIT		
10	Any other documents		

**Note : Page no should be mentioned on all uploaded documents.**

All the other documents in support of fulfilling Eligibility criteria as mentioned in Annexure B of the NIT.

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

Authorized Signatory of the Tenderer

Date: \_\_\_\_\_

(With official Seal and date)