



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

"एसएमपी, कोलकाता के तहत केडीएस के शताब्दी अस्पताल के लिए दो साल की दर अनुबंध के आधार पर विभिन्न जेनेरिक दवाओं की आपूर्ति" / SUPPLY OF VARIOUS GENERIC MEDICINE FOR CENTENARY HOSPITAL OF KDS UNDER SMP, KOLKATA ON TWO-YEAR RATE CONTRACT BASIS

निविदा आमंत्रण सूचना संख्या : Str/Advt/01/24-25/Medicine dated 10.04.2024

NOTICE INVITING TENDER No. Str/Advt/01/24-25/Medicine dated 10.04.2024

ई-निविदा जमा करने की प्रारंभ तिथि / Start date of submission of e-tender : 20.06.2024 at 10.00 hrs.

ई-निविदा बंद करने की तिथि / Closing date for e-Tender : 02.07.2024 at 14.00 hrs.

तकनीकी-वाणिज्यिक बोली खोलने की तिथि /Date of opening of Techno-Commercial Bid : 03.07.2024 at 15.00 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 SUPPLY OF VARIOUS GENERIC MEDICINE FOR CENTENARY HOSPITAL
OF KDS UNDER SMP, KOLKATA ON TWO-YEAR RATE CONTRACT BASIS / एसएमपी,
कोलकाता के तहत केडीएस के शताब्दी अस्पताल के लिए दो साल की दर अनुबंध आधार पर विभिन्न जेनेरिक दवाओं की
आपूर्ति के लिए ई-निविदा

NOTICE INVITING TENDER No. STR/Advt/01/24-25/Medicine Dated: 10.04.2024

TENDER NOTICE / निविदा सूचना:

Materials Management Division under Mechanical & Electrical Engineering Department of SMP, Kolkata invites E-Tender online offers under Two-part system (i.e., Techno-Commercial Bid and Price Bid) for the supply of various Generic Medicine against Two-Year Rate Contract for the Centenary Hospital, Kolkata Dock System as per the technical specifications contained herein the tender documents **from bidders Manufacturing or Marketing Medicine under their brand.**

एसएमपी, कोलकाता के यांत्रिक व विद्युत अभियंत्रण विभाग के तहत सामग्री प्रबंधन प्रभाग दो-वर्षीय दर अनुबंध के तहत विभिन्न जेनेरिक दवाओं की आपूर्ति के लिए दो-भाग प्रणाली (यानी, तकनीकी-वाणिज्यिक बोली और मूल्य बोली) के तहत ई-निविदा ऑनलाइन प्रस्ताव आमंत्रित करता है। सेंटनरी हॉस्पिटल, कोलकाता डॉक सिस्टम, यहां शामिल तकनीकी विशिष्टताओं के अनुसार, अपने ब्रांड के तहत दवा निर्माण या विपणन करने वाले बोलीदाताओं से निविदा दस्तावेज प्रस्तुत करता है।

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, नामतः "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 CPP Portal (<https://eprocure.gov.in/eprocure/app/>) 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 सीपीपी पोर्टल वेबसाइट यानी (<https://eprocure.gov.in/eprocure/app/>) और एसएमपी, कोलकाता वेबसाइट यानी <https://smpportkolkata.shipping.gov.in/> से डाउनलोड किया जा सकता है। / शुद्धिपत्र या स्पष्टीकरण, यदि कोई हो, केवल उपर्युक्त वेबसाइटों पर ही डाला जाएगा।

SCHEDULE OF TENDER (SOT)

a. TENDER NO.	Str/Advt/01/24-25/Medicine Dated: 10.04.2024
b. MODE OF TENDER	<p>e-Procurement System (Online offers in two part system through CPP portal website i.e., https://eprocure.gov.in/eprocure/app/)</p> <p>The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Dock System</p> <p>The intending bidders are required to submit their offer electronically through CPP Portal website i.e., https://eprocure.gov.in/eprocure/app/. <u>No physical tender is acceptable by Kolkata Dock System.</u></p>
c. Date of NIT available to parties to download (DD/MM/YYYY)	11.06.2024 at 10:00 hrs.
d. Pre-Bid Meeting starting date & Time (DD/MM/YY)	N.A.
e. Pre –Bid Meeting closing date & Time (DD/MM/YY)	N.A.
f. i) Earnest Money Deposit	<p>“Earnest Money Deposit” of Rs 2,87,416/- (Rupees Two Lakh Eighty Seven Thousand Four Hundred Sixteen only) in the form of Banker’s cheque, or Pay Order or Demand Draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of “Syama Prasad Mookerjee Port, Kolkata” or Treasury Receipt of the deposit issued by the Treasurer, SMP, Kolkata , as the case may be. (Tender without Bid security from firms other than those registered with NSIC Ltd., MSE or MM Division for the items tendered for would be treated as unresponsive and rejected by SMP, Kolkata)</p>
ii) Tender Cost	<p>“Tender Cost” containing Banker’s cheque or Pay Order or Demand Draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of “Syama Prasad Mookerjee Port, Kolkata” of Rs 2,950/- (Rupees Two Thousand Nine Hundred Fifty only) inclusive GST@18% as the cost towards purchase of tender document (applicable for downloaded NIT only) or Treasury Receipt of the deposit issued by the Treasurer, SMP, Kolkata, as the case may be. All Banker’s cheques /Pay Orders/Demand Drafts should be drawn in favour of “Syama Prasad Mookerjee Port, Kolkata” on any nationalized/Scheduled bank having branch in</p>

	Kolkata. (The firms registered with NSIC Ltd., MSE or MM Division for the items tendered for are exempted from submission of tender cost.)
g. Last date of submission of Bid Document fee & EMD at KDS (DD/MM/YYYY)	03.07.2024 up to 14.00 hrs.
h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at https://eprocure.gov.in/eprocure/app/ (DD/MM/YYYY)	20.06.2024 at 10.00 hrs.
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid. (DD/MM/YYYY)	02.07.2024 at 14.00 hrs.
j. Date & time of opening of Techno-Commercial Bid (DD/MM/YYYY)	03.07.2024 at 15.00 hrs.
k. Date & time of opening of Price Bid (DD/MM/YYYY)	To be informed separately by letter or email or telephone.

List of Annexure

Instructions to Tenderers	Annexure - A
Commercial Terms & Condition	Annexure - B
Schedule of Requirement	Annexure - C
Contract forms	Annexure - D
Self-Certification under preference to Make in India order	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 CPP Portal are invited by Syama Prasad Mookerjee Port, Kolkata from GST registered domestic Contractors for executing the supply.</p> <p>The tender document through CPP Portal is open from 11.06.2024 to 02.07.2024 and can be downloaded from the official website of SMP, Kolkata and through CPP Portal.</p> <p>The complete tender document can be downloaded from Syama Prasad Mookerjee Port, Kolkata website: https://smpportkolkata.shipping.gov.in/ and CPP Portal https://eprocure.gov.in/eprocure/app/ and bidders are required to submit tender offer through CPP 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 CPP Portal.</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 CPP Portal https://eprocure.gov.in/eprocure/app/ before responding to this e-tender :</p> <ul style="list-style-type: none">• Bidders Manual Kit• Help for Contractors• FAQ			
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://eprocure.gov.in/eprocure/app/.</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 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 & Commercial Formats without any ambiguity.</p>			
4	<p>In case of any clarification, please contact SMP, Kolkata (before the scheduled time of the e-tender). Contact person (SMP, Kolkata):</p> <table><tr><td>1. Mr. J. Sengupta Materials Manager (I/C) Mob No.9674720088 Email:jsengupta@kolkataporttrust.gov.in</td><td>2. Mr. N. Bhutia Sr. Dy. Materials Manager-I Mob No. 9051888657 Email:nbhutia@kolkataporttrust.gov.in</td><td>3. Mr. B. Kumar Executive Engineer Mob No. 9454226779 Email:bharatkumar@kolkataporttrust.gov.in</td></tr></table>	1. Mr. J. Sengupta Materials Manager (I/C) Mob No.9674720088 Email:jsengupta@kolkataporttrust.gov.in	2. Mr. N. Bhutia Sr. Dy. Materials Manager-I Mob No. 9051888657 Email:nbhutia@kolkataporttrust.gov.in	3. Mr. B. Kumar Executive Engineer Mob No. 9454226779 Email:bharatkumar@kolkataporttrust.gov.in
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	<p><u>Contact persons (CPP Portal):</u> Shri Nazmush – Mob: 9563251950 E-mail: webhelpdesk@gmail.com</p>			
5	<p>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</p>			

	CPP portal (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	<p>(a). MSEs registered with NSIC under Single Point Registration scheme/DIC/UAM are exempted from depositing Tender Fee and Earnest Money.</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 & 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>
8	The e-tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	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.
11	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.
12	The bid will be evaluated based on the filled-in technical and commercial formats uploaded.
13	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.
14	Price bid must be filled-up in EXCEL Sheet through CPP PORTAL (which is uploaded by SMP, Kolkata).
15	EMD & Tender Fee should reach this office physically before opening of Tender document, failing which techno-commercial bid will not be opened.
16	EMD & Tender Fee details are to be treated as essential documents should upload with the other essential documents.

SCOPE OF WORK**COMMERCIAL TERMS & CONDITIONS**

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

1. ELIGIBILITY CRITERIA OF THE BIDDERS

Only bidders, Manufacturing or Marketing, Medicine would be allowed to quote. Distributors and agents would not to quote in the Tender.

Following documents (Photocopy) for meeting the pre-qualification criteria should be uploaded along with offer otherwise their offer may be rejected:-

- i) Having experience in successfully executing supply of similar items* during last 2 years ending 31st May 2024 for which documentary evidence must be submitted-certificates i.e., Order copy to be uploaded.
- ii) The bidders quoting should have WHO/GMP (Good Manufacturing Practices) certificate. The certificate should be valid at the time of receiving of tender offers. (Certificates to be uploaded).
- iii) They should have an annual turnover of at least Rs. 50 Cr. (Rs Fifty Crores) over the last three years. Balance sheet submitted for 3 previous years is acceptable. (Certificate to be uploaded mentioning UDIN).
- iv) All medicines supplied should be accompanied by a quality testing certificate from a FDA – approved laboratory.
- v) All medicines like strips, bottles, vials or injection ampouls should be stamped “For Syama Prasad Mookerjee Port, Kolkata Hospital use. Not for sale”.
- vi) Must have Permanent A/c No, GST Certificate, Valid Trade Licence & Valid Drug License (as may be applicable) issued by a competent authority. (Certificate to be uploaded).
- vii) Must have last three years Balance sheet and Profit & Loss A/c. (audited where applicable) ending March, 2024. In the event of non submission of Audited Balance Sheets for the financial year ending 31.03.2024, the turn over for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN (Unique Document Identification Number).

“* Here similar items mean supply of Generic Medicines.”

2. **PRICE BID:** 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.

3. Evaluation Criteria

- 3.1 Evaluation will be made on the lowest (L1) landed price (without tax) 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 25% 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 In case bidders quote the same rate originally, the quantity of item(s) will be split equally among the jointly lowest bidders and if quantity is not divisible equally in such case decision of Engineer of the contract would be binding upon the bidder.
4. The taxes, duties and levies should be clearly mentioned. MRP of the quoted items are also to be mentioned.
5. 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 / 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://smpportkolkata.shipping.gov.in/> and CPP Portal, <https://eprocure.gov.in/eprocure/app/> 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/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 shortlisted tenderers.
13. A bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted.
14. 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.
15. 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.
16. 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.

Successful bidders may appoint distributors for the execution of the contract, by providing current unconditional authorization letter on the letter-head of the successful bidder and it has to remain valid till the currency of the contract and the principal has to take all liability in case of any breach of contract, quality of product till the last date of expiry specified in the supply. Distributors would also be allowed to receive payment on behalf of the successful bidder, if the authorization letter says so.
17. 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.
18. BID SECURITY (EARNEST MONEY):
The tender is subject to Bid Security (i.e., Earnest Money) of **Rs 2,87,416/- (Rupees Two Lakh Eighty Seven Thousand Four Hundred Sixteen 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. The Bid Security (i.e. Earnest Money) in the form of Banker's cheque or Pay Order or Demand Draft is to be submitted in MM Division at 6, Garden Reach Road or in the office of the Treasurer of SMP, Kolkata and the Treasury Receipt received from the office of Treasurer to be submitted at MM Division.
 - 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 shall not be considered.
 - e) The single qualified bidder against the first invitation of tender, if participates in the second or subsequent invitation, will have the option to have the EMD already furnished to count for the second or subsequent invitation, provided the validity of the Banker's Cheque / Demand Draft / Pay Order is suitably extended by the party, where applicable. However, in case of upward

revision of the estimated cost in the second or subsequent invitations of bids, the party will be required to submit the difference of EMD.

- f) Tender without Bid security from firms other than those registered with DGS & D, NSIC Ltd or MM Division for the items tendered for would be treated as unresponsive and rejected by SMP, Kolkata.

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

- a. Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS)/ Udyam Registration shall be exempted from payment of cost of tender document and depositing Earnest money for which copies of valid MSE's Certificate / NSIC Certificate / Udyam Registration issued by MoMSME, with list of items registered must be submitted / uploaded in techno-commercial part of their offer for claim of such exemption otherwise their offer will be rejected. Documentary evidence must be submitted in techno-commercial part of Tender for claim of such exemption, failing which their tender would be summarily rejected. The MSMEs who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
- b. The firms registered with MM division are also not required to pay the EMD & cost of tender. Supporting documents in support of registration should be submitted / uploaded along with techno-commercial part of offer.

20. **PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

21. **PERFORMANCE SECURITY:**

- a. The tender is subject to Performance Security for an amount of three per cent (3%) of the basis 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 within the time limit as might be intimated to ensure due performance of the contract.
- b. The proceeds of the security deposit shall be payable to SMP, Kolkata 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 Chief Mechanical Engineer 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. The Chief Mechanical Engineer also reserves the right to take up to 110% of the quantities 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. However Successful bidders may appoint distributors for the execution of the contract, by providing current unconditional authorization letter on the letter-head of the successful bidder and it has to remain valid till the currency of the contract and the principal has to take all liability in case of any breach of contract, quality of product till the last date of expiry specified in the supply. Distributors would also be allowed to receive payment on behalf of the successful bidder; if the authorization letter says so.
25. If delivery of material is not made within the time undertaken, the order may be cancelled without notice. Unless otherwise mentioned all offers will be considered for immediate delivery ex-stock, time being the essence of the contract in this respect.
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 the delayed goods. 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. Rate of GST in full may be stated as SMP, Kolkata does not furnish 'C' or 'D' form.
30. **GOOD CONDUCT CLAUSE:** If a bidder has had previous history of "defined misconduct "(such as banning from by any government sector, premature termination of a contract solely on the bidders fault, criminal case pending against the company or its owner /current director filed by a government entity etc.) his offer is liable to be ignored
31. Conditional discount: Evaluation of tenders will not be made on conditional discount if any offered by the firm/s.
32. **JURISDICTION:** The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
33. **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.
34. **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.

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. There will be provision of extension of the contract/s for 3 months after expiry of 2 years contract period.
38. BID CURRENCY: Price shall be quoted in I.N.R. only.
39. DELIVERY:
 - i. The medicines will have to be supplied immediately on placement of the order and not later than 30 days (thirty days) from the date of issue of the respective part order 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.
 - ii. 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.
 - iii. Supplies to be made from fresh stock/ batch of the material with long expiry will be accepted and those having short left over life may not be accepted and returned at the discretion of the Chief Medical Officer, Centenary Hospital. In any case, material etc. Having less than $\frac{3}{4}$ th of shelf life will not be accepted, unless permitted by the Chief Medical Officer.
 - iv. If the material and other items are found defective, damaged and beyond the acceptable shelf life, 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.
 - v. ORDER FOR CANCELLATION: Unless extension of delivery period is granted, the order for non-supplied items would stand automatically cancelled after expiry of the delivery schedule.
 - vi. Delivery can also be made through bidder's authorised distributors with proper authorisation letters from the bidders/ tenderer on the letter head of the bidders/ tenderer, and payment can be made to the distributors also, if the tenderer desires so in writing.
40. LICENCES AND PERMITS: The contractor shall be liable for obtaining all licenses and permits with respect to the goods supplied by him. The contractor shall indemnify the SMP, Kolkata against all claims arising out of the use of the software supplied by the Contractor.
41. A- SPECIAL CONDITIONS
 - i. Name and local address, phone No. and E Mail address of the tenderers may be stated in your quotation. Noncompliance of any or all of the conditions may render the tender liable for outright rejection.
 - ii. Rate quoted should be F.O.R. Centenary Hospital, SMP, Kolkata, near Majherhat Bridge.
 - iii. Delivery is to be made directly to the Centenary Hospital, near Majherhat Bridge, Kolkata.
 - iv. Brand & maker's name must be stated.
 - v. Requirement as has been tabulated in Annexure- C is based on the basis of last two year's procurement. Medicine will be drawn according to "as and when" required basis.
 - vi. The trustees' do not bind themselves to accept the lowest or any tender or assign any reasons for non-acceptance.
 - vii. Period of contract is Two year from the date of placement of contract.
 - viii. Basic rate must remain same during period of contract i.e. Two years from the date of placement of rate contract.
 - ix. Any variation or new imposition in the rate of taxes or duties must be submitted with the proof of documentary evidence issued by the competent authority.
 - x. This being Hospital supply, the rates quoted should be same as those or less than those quoted to other Government/Reputed Private Hospitals. Tender Committee at their discretion may ask for the Institutional Price list.

- xi. The unit for each item of medicine would be "number". The rate will be considered based on the "number". Bidders are required to submit their minimum pack size also.
- xii. **Evaluation will be made on the lowest (L1) landed price (without tax) quoted per number against the individual tendered item among the techno-commercially qualified bids subject to the fulfillment of necessary Tender conditions.**

B- SPECIAL CONDITIONS

- i. Delivery can also be made through company authorised distributors with proper authorisation letters from the bidders/ tenderer on the letter head of the bidders/ tenderer, and payment can be made to the distributors also, if the tenderer desires so in writing.
- ii. Distributors cannot deposit EMD.
- iii. EMD value cannot be reduced as per the prevailing GFR conditions.
- iv. Delivery should be made within 30 days after sending the e-mail to the bidder for supply of medicine as required from the Medical department of SMP, Kolkata during the period of the contract i.e. for a period of 2 years.
- v. The cost of stamp papers and all other related expenses are to be borne by the bidders.
- vi. EMD cannot be converted into performance security.
- vii. The price of the successful bidder for an item will be compared with the price quoted by that particular company for that item in the ESIC RC, and the lower rate will be accepted. However, considering that procurement is being made on generic basis any medicine having such generic composition having lower rate in ESIC RC would also be considered for acceptance.
- viii. Successful bidders may appoint distributors for the execution of the contract, by providing current unconditional authorization letter on the letter-head of the successful bidder and it has to remain valid till the currency of the contract and the principal has to take all liability in case of any breach of contract, quality of product till the last date of expiry specified in the supply. Distributors would also be allowed to receive payment on behalf of the successful bidder, if the authorization letter says so.
- ix. If the bidder is supplying directly from states outside West Bengal, Way Bill would be issued on receipt of specific request indicating all details required for issuing way bill and for that purpose such request must be placed not less than 14 days in advance and the way bill would be issued only to the authorised representative of the bidder/agent authorised by the bidder.
- x. The bidder has to submit suitable number of purchase orders to cover all the items for which quotations are submitted. The purchase order should be either from the government hospitals or from large private hospitals more than 250 beds as mentioned in the NIT.

42. NON-RESPONSIVE BIDDER:

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

- I. Not accompanied with the E. M. Deposit & cost of tender in case of down loading of tender from website and /or
- II. Not valid for 120 (One hundred and Twenty) days from the opening date of Techno Commercial Bid and /or
- III. Not accompanied with bid documents not signed and submitted in the manner indicated in the bid document and /or
- IV. Not in accordance with / deviation from the tender documents and /or
- V. In addition to above, a bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted and /or
- VI. Bidder shall not use white ink for correction at any place of the tender paper and supporting documents and /or
- VII. 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.

43. Preference to Make in India:

(i) 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.

(ii) **MII CERTIFICATE:** Bidder shall provide certificate from OEM regarding percentage of local content and the details of location at which the local value addition is made along with their bid as per the prescribed format at **Annexure- E** specified in the bid document, in line with order No. 31026/65/2020-MD dated 30.12.2020 from Department of Pharmaceuticals except for drugs/ medicines exempted vide OM No F.4/1/2023-PPD (pt.) dated 03.04.2023 issued from Department of Expenditure (DoE) and any amendment issued thereof.

(iii) Non Local Suppliers are eligible to participate ONLY for drugs/ medicines exempted vide Department of Expenditure (DOE) OM No F.4/1/2023-PPD (pt.) dated 03.04.2023) and any amendment issued thereof.

(iv) Such participating Non Local Suppliers shall annex the OM highlighting the exempted drug/s for which the bidder is participating, duly self certified by the Authorised Signatory. Bid/s submitted by a Non Local Supplier for drugs other than 70 drugs which are exempted, shall be rejected.

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."

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

Sd/-

Chief Mechanical Engineer

Annexure C

Schedule of Requirement
Specifications and Technical Details
TENDER No. Str/Advt/01/24-25/Medicine Opening on 03.07.2024

SL N O.	NAME OF MEDICINES	Qty in Nos.	Pack Size in Nos. (Minimum Pack Size)	Offered Specification (If Specification is same please write "Yes" & also write "Make/Brand") (No Other Specification/price will be accepted)
1	DEXTROSE 5 % + NACL 0.9 % IVFL 500ML	5000		
2	COMPOUND SODIUM LACTATE 500 ML IVFL	4500		
3	DEXTROSE 5% 500 ML IVFL	1000		
4	METRONIDAZOLE 500 MG/ 100 ML INJ	2500		
5	SODIUM CHLORIDE 0.9 % 500 ML IVFL	32000		
6	DEXTROSE 10% 500 ML IVFL	400		
7	MANNITOL 20 % 100 ML BOTTLE IVFL	600		
8	ALENDRONATE TAB 70 MG	3000		
9	AMIKACIN 500MG INJ	3000		
10	AMITRIPTYLINE 25 MG TAB	50000		
11	ATORVASTATINE 40MG TAB	50000		
12	AZITHROMYCINE 500 MG TAB	25000		
13	BRONCHODILATOR SYRUP 100 ML	5000		
14	CALCIUM 500MG + VIT D3 TAB	1040000		
15	CARVEDILOL 3.125 MG TAB	160000		
16	CEFIXIME 200 MG TAB	70000		
17	CEFOPERAZONE 1000 MG + SULBACTAM 500 MG INJ	8400		
18	CEFUROXIME 500 MG TAB	23000		
19	CILNIDIPINE 10 MG TAB	350000		
20	CLINDAMYCIN OINTMENT 15gm	1000		
21	CLOPIDOGREL 75 MG TAB	350000		
22	COUGH SUPPRESSANT 100 ML	15000		
23	DOMPERIDONE 10 MG TAB	93400		
24	DOXYCYCLINE 100 MG. CAP	25000		

25	ENOXAPARINE 60 MG INJ	750		
26	FLUCONAZOLE 150 MG TAB	10000		
27	GLIMEPERIDE 1MG TAB	380000		
28	GLIMEPERIDE 2MG TAB	554000		
29	HYDROCORTISONE SODIUM SUCCINATE 100 MG INJ	4600		
30	IMIPENEM + CILASTATIN 500 INJ	4550		
31	LEVOCETIRIZINE 5 MG TAB	260000		
32	MEROPENEM HYDROCHLORIDE 500 INJ	3600		
33	METOPROLOL SUCCINATE SR 50 MG TAB	840000		
34	METRONIDAZOLE 400 MG TAB	27000		
35	MOXIFLOXACIN EYE DROP 5ml	3000		
36	NICORANDIL 5MG TAB	120000		
37	OFLOXACIN 200 MG INJ	3100		
38	OFLOXACIN 200 MG TAB	31200		
39	OLOPATADINE EYE DROP 5ml	1500		
40	OXCARBMAZEPINE CR 300 TAB	40000		
41	PANTOPRAZOLE INJ 40 MG	4000		
42	PARACETAMOL 650 MG TAB	360000		
43	PHENYTOIN SODIUM 100 MG TAB	30000		
44	PIPERACILLINE + TAZOBACTAM INJ 4.5 GM	9000		
45	POVIDONE IODINE SOLUATION 5% 500 ML	120		
46	POVIDONE IODINE OINT 5 % 20 gm	1500		
47	QUITIPIN 25 MG TAB	26000		
48	RABEPRAZOLE 20 MG TAB	456000		
49	RANITIDINE INJ 2ml	25000		
50	RISPERIDONE 1 MG TAB	14000		
51	TAMSULOSIN 0.4 MG TAB	150000		
52	TAMSULOSIN 0.4 MG+ DUTASTER	300000		
53	TEICOPLANIN INJ 400 MG	600		
54	THYROXIN SODIUM TAB 25MCG	250000		
55	TIMOLOL EYE DROPS 0.5% 5 ML	600		

56	TORSEMIDE TAB 10 MG	910000		
57	TRANAEXEMIC ACID INJ 100MG/ML	2100		
58	TRANAEXEMIC ACID TAB 500 MG	10500		
59	TROPIOCAMIDE+ PHENYLEPHRINR EYE DROP	500		
60	VOGLIBOSE 0.3 MG TAB	800000		
61	MEMANTAMINE 5 MG. TAB	60000		
62	COMPOUND SODIUM CHLORIDE SOLUATION 500 ML IVFL (Glass Bottle)	3000		
63	ENZYME CAP/TAB	200000		
64	SILODOSIN 8 MG+ DUTASTERIDE 0.5 MG TAB	160000		
65	SODIUM CHLORIDE 0.9 % 100 ML IVFL	15000		
66	DICYCLOMINNE +MEFENAMIC ACID 0.5 mg TAB	4000		
67	ERYTHROPOIETIN 2000 I.U. INJ	25000		
68	LOTEPREDANOL EYE DROP 0.2% W/V (LOW STRENGTH) 5ml	200		
69	SALBUTAMOL RESPIRATORY SOLUTION 15 ML	3200		
70	DEXAMETHASONE INJ 4 MG/ ML VIAL	1500		
71	AMINO ACID I.V. INFUSION 200 ML	650		
72	ANTIBIOTIC +ANTIFUNGAL + STEROID EAR DROP 5ML	1000		
73	CALCIUM POLYSTYRENE SULPHONATE POWDER (K BIND SACH)	1000		
74	EAR WAX SOFTENER DROP 5/10 ML.	2000		
75	FRAMYCETIN SKIN CREAM 30 GM.	2000		
76	FRUSEMIDE INJ. 2 ML.	4000		
77	MEDROXY PROGESTERONE 10 MG. TAB.	10000		
78	TRAZODONE HCL 50 MG. TAB.	40000		
79	ANTIHAEMORRHOIDAL OINT 20 GM	3000		
80	ACETYL SALICYLIC ACID 75MG TAB	400000		
81	TRAVOPROST 0.004% 2.5 ML	600		
82	BRINZOLAMIDE & TIMOLOL EYE DROP 5 ML	200		
83	CHLORAMPHENICOL & POLYMYXIN B EYE OINTMENT 5	100		

	GM			
84	MOXIFLOXACIN & PREDNISOLONE ACETATE EYE DROPS 5 ML	400		
85	CHLORTHALIDONE 6.25 MG TAB	350000		

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

Date:

(Signature & the Seal of the Bidder)

TENDER No. Str/Advt/01/24-25/Medicine Opening on 03.07.2024
(To be filled up and uploaded online)

CHIEF MECHANICAL ENGINEER

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 14 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, 3% of the value of the accepted Tender, this deposit to be at my/our option either in Cash or in Government of SMP, Kolkata 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 contract 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

yours faithfully

Address.....

Signature.....

Seal:

**TENDER No. Str/Advt/01/24-25/Medicine Opening on 03.07.2024
TENDER FOR THE SUPPLY OF GENERIC MEDICINE FOR CENTENARY HOSPITAL OF SMP,
KOLKATA ON TWO YEAR RATE CONTRACT BASIS**

(To be filled in with permanent ink and submitted along with the techno-commercial bid)

(To be printed in OEM letter head)

Self-Certification under preference to Make in India order

CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 and No. : P45021/2/2017-PP (BE-II) dt. 04.06.2020 as amended from time to time along with clarifications/amendments and other references (order No. 31026/65/2020-MD dated 30.12.2020 from Department of Pharmaceuticals except for drugs/ medicines exempted vide OM No F.4/1/2023-PPD (pt.) dated 03.04.2023 issued from Department of Expenditure (DoE)) as issued from time to time, we hereby certify that we M/s (supplier name) are local supplier meeting the requirement of **minimum local content i.e.,%** as defined in above orders for the material against Bid/Tender No..... Dated.....

We certify that the item offered meets the local content requirement for

- **Class I Local supplier (Minimum 80% of local content)**
- **Class II Local supplier (Minimum 50%, but less than 80%, of local content)**

(Select one of the above and strike off the other)

Details of Location (Complete Address) at which local value addition will be made is as follows:

.....
.....

We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature with date:

Name:

Designation:

Official Seal

Form-1

Code No: 1223740

S – 10 (a)

**TENDER No. Str/Advt/01/24-25/Medicine Opening on 03.07.2024
TENDER FOR THE SUPPLY OF GENERIC MEDICINE FOR CENTENARY HOSPITAL OF SMP,
KOLKATA ON TWO YEAR RATE CONTRACT BASIS**

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

I / We hereby tender to supply and deliver the articles noted above to your Centenary Hospital 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

**GENERAL PARTICULARS OF THE TENDERER
TENDER FOR THE SUPPLY OF GENERIC MEDICINE FOR CENTENARY HOSPITAL OF SMP,
KOLKATA ON TWO YEAR RATE CONTRACT BASIS
TENDER No. Str/Advt/01/24-25/Medicine Opening on 03.07.2024
(To be filled up and uploaded online)**

- | | | |
|---|--|---|
| 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 | Drug License
(Upload Photo Copy) | : |
| 5 | PAN
(Upload Photo Copy) | : |
| 6 | GST Registration no.
(Upload Photo Copy) | : |
| 7 | Have you ever been debarred by any Govt. department or Govt. Undertaking to carry out any work | : |
| 8 | Particulars of Cost of tender & EMD deposited
(Upload photocopy of T.R.) | : |
| 9 | Whether the bidder is a Manufacturer, /Marketing Medicine (Upload Photo Copy) | : |

Date:

(Signature & the Seal of the Bidder)

Form 3

**TENDER No. Str/Advt/01/24-25/Medicine Opening on 03.07.2024
TENDER FOR THE SUPPLY OF GENERIC MEDICINE FOR CENTENARY HOSPITAL OF SMP,
KOLKATA ON TWO YEAR RATE CONTRACT BASIS
(To be filled up and uploaded online)**

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

**TENDER No. Str/Advt/01/24-25/Medicine Opening on 03.07.2024
TENDER FOR THE SUPPLY OF GENERIC MEDICINE FOR CENTENARY HOSPITAL OF SMP,
KOLKATA ON TWO YEAR 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 THE 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 31.05.2024 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, 2024 as per clause no. 1(vii) of Annexure B at Page 7		
6	should have an annual turnover of at least Rs.50 Cr.(Rs Fifty Crores) over the last three years.		
7	Copy of Valid Drug License		
8	WHO/GMP (Good Manufacturing Practices) certificate as per clause no.1 (ii) of Annexure B at Page 7		
9	Copy of Treasury Receipt/Original D.D. towards deposit of Tender cost & EMD.		
10	Duly filed signed stamped copy of Annexure – C, D & E of the subject NIT		
11	Duly filed signed, stamped copy of Form 1, 2, 3 & 4 of the subject NIT		

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)