



Government of West Bengal
Office of the Principal
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Memo No. NMC/STORE/ 5010

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NOTICE INVITING E -TENDER FOR PROCUREMENT OF REAGENTS FOR THE DEPARTMENT OF PATHOLOGY FOR ONE YEARS FROM THE DATE OF AWARD OF CONTRACT(AOC)

(Through Pre-qualification)

(Submission of Bid through NIC e-tender portal)

E-tender is hereby invited on behalf of the Health & Family Welfare Department, Government of West Bengal to prepare a Rate Schedule of supply of General Drugs for a period of 1 (one) year from the date of Award of Contract(AOC)and its extension, if required, for a further period of 6 (Six) months, to the NRS Medical Colleges & Hospitals under the Health and Family Welfare Department, West Bengal.

Earnest money is payable in favour of the Principal, NRS Medical College, Kolkata as on-line deposit through the Government Pooling account of the ICICI Bank. The procedure for online submission of EMD is more clearly described in clause no 3.

MSMEs registered in West Bengal are exempted from submission of EMD as per Finance Department, GoWB Notification 10500-F dated 19/11/2004, but their selection would be subject to the provisions of Notification No. 6142-F(Y) dated 10/10/2017 of the Finance Department, Government of West Bengal.

1)

Serial No	Name of Drug	Acc. Unit	Annual Consumption	Earnest Money
1	CD34 (1ml)	Per unit	As per demand	Rs. 20000.00
2	Cytokeratin 7 (1ml)	Per unit	As per demand	
3	Cytokeratin 20 (1ml)	Per unit	As per demand	
4	Chromogranin A(1ml)	Per unit	As per demand	
5	CD 45(1ml)	Per unit	As per demand	
6	VEGF (1ml)	Per unit	As per demand	
7	P 63 (1ml)	Per unit	As per demand	
8	CD 30 (1ml)	Per unit	As per demand	
9	CD 99(1ml)	Per unit	As per demand	
10	DAB Chromogen (16ml)	Per unit	As per demand	
11	ER(7ml)	Per unit	As per demand	
12	PR (7ml)	Per unit	As per demand	
13	Her 2 neu Antigen (7ml)	Per unit	As per demand	

In case of the item solely manufactured / imported by the sole importer, the bidder are requested to upload the related Prop. Certificate(s), issued from the concerned Issuing Authority and / or declaration from the parent manufacturer along with an Affidavit as per given Proforma, sworn before the 1st Class Judicial / Executive Magistrate in the BID A folder during bid submission in order to finalize the item as per Financial Dept. guidelines.

The format of the Affidavit is also annexed herewith (Annexure-VIII)

1. General Instructions:

Intending bidders may download the tender documents free of cost from the website: <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate or from the website of the Health & Family Welfare Department at www.wbhealth.gov.in & necessary earnest money may be remitted on-line to the Pooling account of the Government of West Bengal through ICICI Bank.

2. Submission of BIDS:

Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed by the Company personnel in the pay roll of the Company (having Authorization from the Company management) in the website <http://wbtenders.gov.in>. All papers must be submitted in English language with proper Page Marking.

3. On-line payment procedure : Login by the Bidder:

- a. An intending bidder shall login to the e procurement portal of the Government of West Bengal at <https://wbtenders.gov.in> using his login ID and Password.
- b. The bidder will have to select the particular tender and arrange payment of the required EMD amounting to Rs 20,000/ (Twenty thousand only) by selecting from either of the following payment modes:
 - i. Net banking (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gateway. On selection of net banking as the payment mode, the bidder will be redirected to the webpage of ICICI Bank Payment Gateway (along with a string containing a Unique ID) from which the Bank through which the transaction is intended will have to be selected. The bidder will then receive a confirmation message confirming success of the transaction. If the transaction is successful, the amount paid by the bidder will get credited in the respective pooling account of the State Government maintained at the R N Mukherjee Road Branch of ICICI Bank at Kolkata towards collection of EMD. If the transaction fails, the bidder will have to try for payment again by going back to the first step.
 - ii. RTGS/NEFT- In case of offline payment through bank account in any bank: On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled Challan and the details required to process RTGS/NEFT transaction. The bidder will have to print the Challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account. Once payment is made, the bidder will have to come back to the e-procurement portal after expiry of a reasonable time (T+2 days) to enable the NEFT/RTGS process to complete, in order to confirm the payment and continue the bidding process. If the transaction is successful, the amount paid by the bidder will get credited in

the K N Mukherjee Road Branch of ICICI Bank at Kolkata towards collection of EMD. If the payment verification is unsuccessful, the amount will be returned to the bidder's account. The bidder will have to try again for payment by going back to the first step.

- iii. For RTGS/NEFT, the bidders are requested to process the uploading of the bid document well in advance, and sufficiently prior to closing of the bid of the particular group to avoid the risk of transaction failure.

4. Refund of EMD:

After declaration of Award of Contract (AOC) through the e-procurement portal, the EMD will be automatically refunded to the unsuccessful bidder (s) in the same route to the account from where the transaction was processed within a reasonable time.

5 Time Schedules for the e-tender:

SCHEDULE FOR OBTAINING BID DOCUMENTS, PRE BID MEETINGS, SUBMISSION OF BIDS AND OTHER DOCUMENTS ETC. WILL BE AS PER THE LIST PROVIDED IN CLAUSE NO 29.

6 Eligibility for Quoting:

Manufacturers or Direct Importers or Distributor of the item(s) capable of supplying the quantities as per requirement and having commensurate Annual Turnover, as per Clause No. 8 of this Bid Document would be eligible to quote. Any loss making Company as per audited profit and loss accounts and Balance Sheet would not be eligible to participate in the Tender. This would be assessed on the basis of their Financial Performance for the last 3 Financial Years i.e. 2014-15, 2015-16 & 2016-17 and any Company in respect of which the Average Profit Before Tax for the last 3 Financial Years (as certified by Chartered Accountant) is in negative shall not be eligible to apply.

- a. The tentative annual requirement of the drug, based on the consumption pattern in the previous year have been furnished in Table-1
- b. If item offered by the bidder is manufactured in more than one factory, the drug licenses of all such manufacturing units shall have to be submitted.
- c. Bidders should not offer products that are currently blacklisted by any other State/ Central Government agencies/ organizations or local, autonomous, Statutory body/ bodies under the control of a State or Central Govt. or whose licenses are currently suspended/ cancelled or manufacturers convicted or against whom prosecution processes are currently pending.
- d. The bidder should hold valid GMP (Good Manufacturing Practice)/WHO GMP Certificate issued by the Licensing authority. If the offered products are manufactured from more than one unit, all the units shall have to be GMP/WHO GMP certified. Submission of GMP/WHO GMP Certificate is exempted for imported products as well as for non-drug items.
- e. The bidder should hold valid GLP (Good Laboratory Practice) Certificate issued by the licensing authority. If the offered products are manufactured from more than one unit, all the units shall have to be GLP certified. Submitting of GLP Certificate is exempted for imported product.

t. The bidder must not have been convicted under the Drugs and Cosmetics Act and/or any other law and no prosecution should be in progress or pending against the licensee and the license of the firm shall not have been cancelled or suspended for non-compliance of any of the provisions of the Drugs and Cosmetics Act 1940 and the rules there under. The bidder shall submit a non-conviction certificate in respect of the drugs against which bids have been offered, issued on or after the 1st day of January, 2017 by the concerned Drug Control authority.

g. Tender should not be submitted for the product by the firm which has/ have been blacklisted/debarred by any other State / Central Government's organization or local, autonomous, Statutory body/ bodies under the control of a State or Central Govt., for reason of quality non compliances, major violations of the Drugs and Cosmetics Act and Rules or in the event of non-supply.

7 The bids of the following bidders will not be accepted:

i. The Bidders who were declared debarred/blacklisted by any Govt. Concern/Govt. Health Institution in the Country as a whole or, for any item / items (quoted in this tender) are not eligible to participate in the current tender as a whole or, for that item or items. This clause will be applied on the basis of the Affidavit in Annexure-VI, made by the bidder.

8 SUBMISSION OF THE TENDERS:

The tender is to be submitted in a 2(Two) Bid System - (Technical Bid as BID A & Financial Bid as BID B).

Technical Proposal:

I- "BID A" Part I: - Company Specific Technical Documents (PDF) (SINGLE FILE MULTIPLE PAGE SCANNED) The scanned document uploaded should be legible and readable and should not be repetitive. Uploading of illegible scanned document will not be accepted and will stand for rejection of bid. No document should be uploaded which is not demanded or mentioned below:

A	Certificate of registration/EM II in respect of domestic MSME within the State of West Bengal
B	CHECK LIST in the prescribed format.
C	Application in Annexure I
D	Bidders' details in Annexure I (a)
E	Authorization letter of signatory from Company in Annexure II
F	Certification from Chartered Firm about Annual Turn over Net of Taxes for the last 3(three) yeas in Annexure III
G	Copy of agreement between the Manufacturer and the Distributor, if any in Annexure IV (a).
H	Annual Turn Over of the Distributor, if any, to be certified by CA firm which should not be less than 1 (one) crore for the year 2015-16 or 2016-17 in Annexure IV(b)
I	Drug license, Trade License, Last year IT Return, GST Return, No Conviction Certificate , etc. in respect of Distributor, if any in Annexure IV(c).

j	Attidavit on Non Judicial Paper worth Rs 50.00 for Non Conviction & Non debarment/non-blacklisting sworn before the Notary Public / Judicial Magistrate/Executive Magistrate on or after the date of publication of the Tender Notice in Annexure VI.
k	Valid BIS certificate for the Items under I.S. specification.
L	Import Licence (Form 10) for Imported Item.

"BID A" Part II :-

NON-STATUTORY/ MY DOCUMENTS Containing the following documents:

This folder will be named as 'My Document'.

Serial	Category	Sub Category	Sub Category Description
A	Certificates	Certificates	PAN Card of the Bidder Company
			GST Registration certificate
B.	COMPANY DETAILS	COMPANY DETAILS	Valid Trade Licence/Enlistment Certificate
			Registration with Register of Companies
			Valid manufacturing licence
C.	CREDENTIAL	CREDENTIAL	Drug License with Validity Document from the concerned Drug Control Authority.
			Schedule M / MIII Compliance (GMP) Certificate from concerned State Drug Control Authority with validity document.
			Good Laboratory Practice (GLP) Compliance (Schedule L ₁) Certificate from the concerned State Drug Control Authority for Manufacturer with validity document.
			No Conviction certificate from the concerned State Drug Control Authority issued on or after 1 st January, 2017.
D.	FINANCIAL INFORMATION	PAYMENT CERTIFICATE 1	Income Tax Returns submitted for the last three Assessment year
			GST Returns for last quarter for the year 2017-18 (If applicable, if not applicable self declaration is required)
		PAYMENT CERTIFICATE 2	Audited P/L Account& Balance Sheet for the last three year

**II "BID B": FINANCIAL COVER
BOQ**

The folder as "Financial Bid" shall contain:

Base Rate per Accounting unit repeat per Accounting unit inclusive of Entry Tax, Customs Duty (if applicable), Transportation Charges, Insurance, Delivery Charges, Incidental Charges, Freight Charges, Testing Charges etc and exclusive of GST to be quoted. However, L₁ will be determined on base price only without GST.

9 EVALUATION OF THE TENDERS:

During the tender evaluation process, the "BID A" will be opened first. Those Bidders who have qualified in respect of the evaluation of the essential & other requirements in "BID A" Part I, Part II & My documents will be identified & Technical data sheet will also be evaluated and their financial "BID B" will be opened who pass the evaluation.

The financial bid of those Bidder failing to meet the Technical & other requirements laid down in the tender will not be opened and be rejected. The Bidder offering the item found suitable and as per the tender specifications will only be selected and Award of Contract (AOC) will be declared.

If the lowest quoting bidder fails to supply for 2 (two) orders at any stage or the H&FW Department considers selection or induction of more Bidders for prompt supply for the interest of better patient care services or in the exigency of the situation, if the L1 bidder fails to supply the requisite quantum of medicine, counter offers shall be invited from the next bidders i.e. L₂, L₃ and L₄ etc. to supply at the lowest rate, i.e. at L₁ rate. The bidders agreeing to supply at the L₁ rate would simultaneously be requested to inform the time to be taken for the supply. If there are more than one bidders agreeing to match the lowest rate, the one with the lowest supply time in terms of the number of days between placement of order and actual delivery would be entrusted with supply of the pending consignment of the defaulter bidder. The defaulter bidder will be blocked in the SMIS as soon as alternative bidder(s) are identified and the latter would continue to supply the item until there is any failure in supply of 2(two) orders for the particular item. In the event of there being more than one bidder with same delivery time, the order shall be divided among them and such division of orders shall continue till bidders assuring of supplying up to 120% of the estimated requirement of the State in respect of the particular item or items are identified. Performance Bank Guarantee will be calculated for that item(s) on pro-rata basis for the remaining tender period.

10 APPOINTMENT OF AUTHORISED DISTRIBUTOR:

- a. The out-of-state bidder may supply directly or may supply through their authorized distributor provided they have no Regional Sales Depot /C&F Agent in the State.
- b. Local MSME/local PSU/CPSU/local Bidders are however not allowed to engage Distributors.
- c. If Out-of-state Bidder proposes that order and payment are to be made in the name of the Distributor, such Distributor must be an authorized distributor of the Bidder with minimum annual turnover of Rs. 1 (one) crore for the year 2015-16 or 2016-17.
- d. The Bidder shall have to submit a copy of the agreement signed between the bidder and the Distributor in Annexure IV (a), certificate of annual Turnover from CA firm in Annexure IV (b) & valid documents relating to Drug license in Annexure IV(c).

- e. If out-of-State Bidder proposes that the order & payment are to be made in favour of the Bidder & the Bidder will supply and effect distribution through authorised C&F agent or local sales depot, the same is allowed. No annual turnover is necessary for such engagement.
- f. The matter related to Way Bill is the responsibility of the Manufacturer/Direct Importer/authorized distributor/ C&F agent and the procuring authorities will not issue any way bill.
- g. It is, however, made clear that agreement in pursuance of the accepted tenders will be executed only with the Bidder who will be responsible for the supply.

11 PREFERENCE & REGULATIONS FOR MSME, W.B. & OTHERS AS UNDER NOTED:

Preference will be given to the MSME, W.B., P.S.U., W.B. and State Based Other Manufacturers as per West Bengal Financial Rule incorporated under Finance Department Notification No. 10500-F dated 19.11.04 read with Notification No. 6142-F(Y) dated 10/10/2017. Registration as a Small Scale Industries unit after the submission of the tender will not entitle the Bidder to get exemption from payment of Earnest Money.

12 DRUGS IMPORT LICENCE:

Certified copy of Drug Import Licence in Form 10 with current validity certificate along with full list of endorsement with items highlighted by colouring / underlining of items quoted in the tender must be submitted.

13 DRUG ENDORSEMENT COPIES:

Notarised Drug Endorsement List approved by the concerned Drug Control Authority for the item quoted by the Bidder should be produced. For imported items, Bidder should produce Form 10 with current validity certificate along with full list of endorsement quoted in the tender.

14 RATE:

- a. Rate is to be quoted for item with their Acc. Unit as provided
- b. Rate should be quoted in decimal coinage stating the particular item as per Catalogue of the Tender proposed to be supplied inclusive of all incidental charges including FREE DOOR DELIVERY to the NRS Medical College and Hospital, 138, Acharya J.C. Bose Road, Kolkata – 14 under the Dept. of Health & Family Welfare, Govt. of West Bengal. Rate quoted in respect of item shall not exceed the controlled price and/ or M.R.P. (maximum retail price) fixed by DPCO, GOI wherever it is applicable.
- c. Rate shall be valid throughout the period to be covered by the contract to be executed with successful bidders along with any extensions as may be made by the competent authority from time to time.
- d. THE BASIC RATE PER ACCOUNTING UNIT REPEAT PER ACCOUNTING UNIT should be furnished inclusive of Entry Tax, Customs Duty (if applicable), Transportation Cost, Insurance, Freight, testing charges, Incidental Charges etc. but excluding GST which shall be quoted separately in the template for Bill of Quantities (BOQ).

15 ORDER & SUPPLY:

- I. The Genesis of the tender and subsequent action solely depend on the following :
 - i. E-tender,
 - ii. E-procurement &
 - iii. E-payment.
- II. Orders for the supply of the drug will be placed with the successful bidder/s after the execution of the agreement in phases as and when required by the NRS Medical College and Hospital, Kolkata under the department of H&FW, WB depending upon the annual consumption. The successful bidder will have to supply within the specified time schedule as prescribed.
- III. All supplies will have to be completed by door delivery within Maximum of 30 days from the date of order in the Store Management Information System (SMIS). Or Manual Order.
- IV. It would be mandatory for all successful bidders to maintain a Rolling Reserve or Buffer Stock of the item entrusted to tide over supply bottlenecks, if any. The Buffer Stock should represent at least 10% of the Tentative Annual Consumption of the item. The Buffer Stock so maintained should be replenished from time to time with fresh stocks. Such buffer stock should be maintained during the entire period of contract, except the last quarter of the contract period.
- V. NO RELAXATION ON ANY ACCOUNT WILL BE ALLOWED FOR CONDONING DELAYED SUPPLIES.
- VI. The supplier shall, after supply of drugs at the specified destination, submit Invoice (Original) certificate of analysis of each batch tested in in-house testing laboratory and in NABL Accredited Drug Testing Laboratory/ Central Drug Laboratory, and other relevant documents, at the Office while claiming payment for the supply made.
- VII. The permissible time period between the date of manufacture and the date of supply of the item should not be more than 1/6 the of the whole life period of the item or items. No delivery will be accepted if the date of manufacturing and the date of expiry are not written on each and every unit supplied and the consignment is under the mandatory provision of permissible time period.
- VIII. All items supplied should retain prescribed Quality & maximum potency throughout the shelf life.
- IX. The bidder/supplier shall not have two different shelf life for the same product.
- X. The approved bidders offering the item requiring special cold storage condition should maintain their own cold chain transporting system or should have proper contract with a transporting agent having facilities to transport the drugs under cold chain norms. Maintenance of cold chain conditions shall apply to all drugs requiring such conditions. Non-adherence to the conditions shall result in summary rejection of the goods supplied. It would be deemed as non-supply and the supplier will be solely responsible for his own losses and the penalties that would be attracted.

16 LABELING:

Labeling of the drugs should be complied with all provisions as mentioned in Part IX of the Drug & Cosmetics Rules, 1945. All supplies of articles in drugs section should invariably contain the following information on its label and the carton in addition to Bar coding.

One information should not be overlapped by any other information needed to be furnished.

- a. Name of the Drug
- b. Manufacturing date.
- c. Expiry Date.
- d. Name & address of Manufacturers / Importer.
- e. Manufacturing License Number / Import License No.
- f. Batch Number

The above labeling should be printed in each Primary, Secondary & Tertiary Packing.

All Drugs/ Chemicals quoted/ supplied by bidders MUST CONFORM TO B.P, U.S.P, I.P and N.F.I –III specification as noted against the item(s) as applicable.

17 MANUFACTURING AND PACKAGING:

a) Packing of medicine should be done as per provision laid down in Drug& Cosmetic Act, 1940, and Rules framed there under. However, an indication about the packing norms in respect of tablets, capsules, solid & liquid preparation and Lab Chemicals with standard packing materials are given below:

- i) The primary packing should strictly be made as per accounting unit prescribed.
- ii) The secondary packing should also be as per pack size prescribed. The idea of prescribing the norms of secondary packing is to issue the item to the periphery units in a sealed condition. However, the appropriate secondary packing can be determined in consultation with the selected Bidder.
- iii) The rigid PVC used in blister packing should be of not less than 250 micron
- iv) Sterile items are to be transported in such packaging so that there is no damage to the primary packaging during the transportation process.
- v) All plastic containers should be made of virgin grade plastics.
- vi) Strips of Aluminium foils refer to gauge 04. Aluminium foils as back material for blisters refer to gauge 025.
- vii) Corrugated package box size should be limited to 12" H x 24"L x 24"W. No deviation in this respect will be allowed.
- viii) No corrugated box with contents should weigh more than 15 kg (7 kg in case of ointments and fragile materials)
- ix) The inner lining shall be not less than 120 gsm and outer carton not less than 150 gsm.
- x) No box should contain mixed products or mixed batches of the same product.
- xi) The product label on the cartoon should be at least 15 cms x 10 cms dimension. It should carry the appropriate labelling mentioned above with quantity packed and net weight of the box.

18 DRUG TESTING:

- (a) Every batch of drugs, to be supplied should contain In-house Test report of the Company tested by own GLP Laboratory and a Test Report in NABL Accredited Drug Testing Laboratory/ Central Drug Laboratory. The full name and qualification and the attested signature of the certifying chemist is to be submitted along with the test report.
- (b) In addition, the Dy. Director of Health Services (E&S), Central Medical Stores, West Bengal will be at liberty to get the drugs tested at empanelled laboratory. Such testing will be in addition to tests that may be done by any authority exercising statutory powers of drug testing if necessary.
- (c) The non-standard and defective batch, if found in the quality test will not be refunded to the bidder & will be destroyed in presence of the bidder or his authorized representative after Statutory Test. The non-standard and defective batch will also include for wrong packaging or labeling.
- (d) The cost of procurement of such non-standard drugs or defective batch(s) will not be paid or be deducted from the security deposit and/or from the pending bills of that supplier for that

item or other item or from the performance bank guarantee. Before processing the bill, the Accounts section will be entrusted to look into the result of the quality test done from the end of CMS. Moreover, action under relevant Rules of the Drugs and Cosmetics Act, 1945 and rules framed there under will also be taken.

20. WITHDRAWAL/ CANCELLATION & PURCHASE POLICY OF TENDERING AUTHORITY:

A) Acceptance /Rejection of bids:

- i) The Tender Inviting Authority reserves the right to accept/reject/cancel or defer the Tender submitted for any or all items. Price, which is a relevant factor, is not the only criteria in accepting/rejecting/cancelling/deferring Tender for any or all items without assigning any reason. The other criteria to be considered will be quality, capacity to deliver the quantity required etc. Decision taken will be at the best interest of the Tender Inviting Authority, user institution, State Government and above all, in public interest.
- ii) The Tender Inviting Authority attaches prime importance to the following factors in addition to looking at the prices of the products offered.
 - i. Quality of the product supplied.
 - ii. The competency of the bidder to supply the products in the quantity and quality specified and as per the supply schedule.
- iii) Proper packing, transport and other factors that could affect the quality and shelf life of the items would also be considered. Usually the lowest offers of bidders qualified for the Price Bid opening shall be accepted, unless one sided conditions unacceptable to the Tender Inviting Authority are made in the Price Bid.
- iv) At any point of time, the Tender Inviting Authority reserves the right to cancel or modify the supply order for the supply of all items or for any one or more of the items in a tender even after it is awarded to the successful bidder for breach of terms and conditions of the tender document and agreement. Contraventions of the Drugs and Cosmetics Act and Rules as noticed by the TIA will also amount to breach of the terms and conditions of the Tender Document and the Contract.

B) The tendering authority reserves the right to withdraw item from the tender at any stage. The selection of such item, if already made in favour of any Bidder, shall be treated as cancelled.

- i) The tendering authority reserves the right to reject or accept any tender or part thereof at any stage or to split any tender without assigning any reason. Withdrawal of tender or any revision after submission of tender by the Bidder will not be allowed.
- ii) The tendering authority reserves the right to accept or reject any tender, in part or in full, without assigning any reason.
- iii) Purchase will, however be made following the existing purchase policy of the Govt of West Bengal and its amendment(s) made from time to time. The purchase policy of the State Government as provided in the West Bengal Financial Rules, the policy of price

preference in particular incorporated under Notification No. 10500-F dated 19.11.04 should be observed in considering the tenders.

- iv) The tendering authority reserves the right to purchase any item of the Catalogue at the approved rate from any outsider (Non- Bidder) during the tender period in case of emergency, if the bidder fails to supply such items on short notice,
- v) The tendering authority reserves the right to procure any item, of the tender directly from a state/ Central Govt. undertaking even if a tender for the same has been offered/ accepted.

21. **NO- CONVICTION CERTIFICATE:**

No conviction certificate issued after 01-07-2017 from the Drug Controlling Authority of the State where the manufacturer is registered is to be submitted. He will also submit an affidavit in the prescribed Pro-forma (Annexure-VI), attached herewith from Notary Public/ Judicial Magistrate/Executive Magistrate issued on or after the date of publication of the tender notice.

22. **PENALTY CLAUSE:**

IT SHOULD BE REALISED BY ALL THE BIDDERS THAT GENERAL AND OTHER DRUGS CONSTITUTE AN IMPORTANT PART OF THE VITAL & ESSENTIAL MEDICINES REQUIRED FOR THE TREATMENT OF PATIENTS. THIS IS MORE SO IN CASE OF SERIOUS AND EMERGENCY PATIENTS. THERE CAN BE NO RELAXATION IN THE QUALITY AND TIMELY SUPPLY OF THESE ITEMS UNDER ANY CIRCUMSTANCES, AS THIS WOULD SERIOUSLY & ADVERSELY AFFECT PATIENT CARE SERVICES. BIDDERS ARE THEREFORE ADVISED TO CAREFULLY ASSESS THEIR MANUFACTURING ABILITY AND CAPABILITY FOR ENSURING TIMELY SUPPLY OF THE ASSURED QUANTITIES AS PROVIDED IN TABLE 1 BELOW, PRIOR TO PARTICIPATING IN THIS TENDER.

- A) In case of supply of the sub-standard items found in the quality test as per quality assurance norms, the defective batch /batches determined by the appropriate authority will not to be replaced to the Bidder. The batch will be destroyed in the presence of the representative of the Bidder after Statutory test. The payment of the defective batches will not be made to the supplier or if paid in the meantime, is to be deducted from the pending bills of the bidder or from performance bank guarantee.
- B) In addition to rejection of the supply, the MSVP, NRS Medical College and Hospital Kolkata will have the right to cancel the supply order wholly or in part, to forfeit security deposit and to recover the loss, if any, of the Govt. by making deductions from any pending claim of the supplier/ Security Deposit or Performance Bank Guarantee, as may be deemed fit. Such Penalty for supply of a drug falling within the meaning of adulterated/ spurious/ misbranded under Section 17 (A), 17 (B) and 17 (C) of the Drugs and Cosmetics Act,1945 and the rules framed there under will be in addition to action which may be taken by police, the Drug Control Authority or by tendering authority of the State Govt or the Govt of India or by any individual under the law of the land.
- C) Debarment from participation in next tender processes of the Health & Family Welfare Department: The Tender Selection Committee reserves the right to declare a firm/ Company blacklisted for 3(three) years due to the following reasons:

If the supplier:

- i) Withdraws from agreement after achieving the "Lowest Quoted Bidder"

- ii) Failure in supply within stipulated period for 5(five) occasions during the tenure of the tender period or its extensions. There may be blockage for the entire State for failure in supply for five occasions for a particular item without any valid reason.
- iii) In case of supply of Spurious drugs, Adulterated drugs, misbranded drugs and Not of Standard Quality of drugs (as applicable) along with proceedings under the provisions Drugs and Cosmetics Act, 1940 and Rules framed there under.
- iv) For supply of non-standard item or items as per quality test within tender period as determined by the testing of the item by CMS/Tender Selection Committee in respect of particular item(s) only.
- v) In consequence of submission of false or fabricated documents by any firm/company for participating in the tender, if proved later on.
- vi) Quoting absurdly high or low rate in the opinion of Central Medical Stores/Tender Selection Committee, with the intention to vitiate the tender process. The assessment of too low or too high will be made by a team of Health officials in the context of NPPA norms or any other norms under Govt.
- vii) Supply of items with short expiry dates for less than two years, if not otherwise permitted.
- viii) Unwilling to accept the tender conditionality in respect of selection of item or items at any stage of the tender period.
- ix) Submission of tender for the product /products for which the concerned company has been blacklisted either by the state Government/ other State / Central Government /Govt Organization.
- x) Submission of tender during the period of blacklisting of Concern Company either by Tender Inviting Authority or by any State Government or by other State/Central Government

The H&FW Department will have the right to inspect the manufacturing unit of the bidder before accepting the rates quoted by them or at any point of time during continuance of the tender and the Department will also have the right to reject tender or terminate/ cancel the purchase order(s).

- D) Financial Penalties for deficiencies in services/supplies during the period of the tender and its subsequent extensions :
 - i) The Bidder should supply full quantity of the any material of any order in one consignment. Part supply will not be considered. After supplying one consignment the order for the material will be closed in SMIS automatically.
 - ii) In respect of all consignment stipulated period will be as stated in clause no 17 (III).
 - iii) The order generated out of SMIS will carry the same status that of signed order.
 - iv) At least 50 % of the total order quantity of any material may be supplied in one consignment with penalty. After supplying one consignment the order will be closed in SMIS automatically. The penalty provision are as follows:
If the Bidder supply full quantity of any material of any order in one consignment within stipulated period as per Clause no. 17 (III) then there will be no penalty.

However, if the stipulated period ends on Saturday, Sunday or Govt holidays, supply should be made on the next working day and in that case, no penalty would be chargeable.

- v) The provision of penalty is system-generated and cannot be waived in any case.
- vi) The defaulting Firm may be blacklisted after issuance of a show- cause-letter for such delay (as the case may be) in five occasions.
- vii) For firms who fail to supply the full order on five occasions for any item(s) within the stipulated time of the tender period and its extensions- the Performance Bank Guarantee, deposited for the item(s) may be forfeited and the concerned Bidder may be debarred from participation in the CMS, DoHFW or WBMSCL tenders for the next 3(three) years.
- viii) The names of the defaulting suppliers will be put up in the Departmental website.

- ix) Enhancement of cost of raw materials etc for the fact that the tender period has been extended will not be acceptable as a plea for not supplying the materials within the stipulated period as provided in the work order.

23. **APPEAL:**

Appeal against the decision of MSVP, NRS Medical College and Hospital, Kolkata or the system generated decision to impose such a penalty will lie with Tender Selection Committee/H&FW Dept. The Special Secretary/Secretary/Principal Secretary will be the appellate authority within the Department of Health & Family Welfare, Government of West Bengal. The concerned supplier may appeal to the authority citing the proper reasons for non- imposing penalty.

24. **PENALTY FOR FORMATION OF CARTEL OR FURNISHING OF FRAUDULENT/ MISLEADING DOCUMENTS:**

If during the tender process or at any state during the validity of the tender period, it is found that a Bidder(s) has formed a cartel in what so ever form or name to fix up the rates or suppliers to the detriment of the fairness of the tender process, penal measures shall be initiated. Similar penal measures shall also be initiated against those bidders who have submitted false/ misleading/ fraudulent documents or made incorrect declarations. The penal measure shall be:

- i. Forfeiture of Earnest Money
- ii. Cancellation from the approved list of suppliers and debarment from further supply orders
- iii. Black listing from all Departmental tenders (called by the CMS or others) of the Bidder, the Principals of the firm(s) and the concerned distributor(s) for a period of three years

25. **AGREEMENT:**

On a tender being accepted, intimation of acceptance will be forwarded through departmental website by the MSVP, NRS Medical College and Hospital, Kolkata. After communication of the same, the Bidder will have to execute agreement in the prescribed form along with submission of requisite amount of performance Bank Guarantee with the MSVP, NRS Medical College and Hospital, Kolkata., within 30 days from the date of issue of invitation. The copy of the Agreement is annexed with the NIT document in Annexure VII. Such agreement shall be binding on the Bidder. If the Bidder Withdraws from agreement after achieving the "Lowest Quoted Bidder" necessary Penal measures shall be initiated against the bidder as follows:

- i. Forfeiture of Earnest Money
- ii. Black listing from all Departmental tenders (called by the CMS or others) of the Bidder, the Principals of the firm(s) for a period of three years

26. **VALIDITY PERIOD OF AGREEMENT:**

The contract period will be for a period up to one year from the date of awarding contract (AOC) which may be further extended up to six months with prior approval of the Department of Health & Family Welfare, Government of West Bengal, if necessary.

27. **INSPECTION:**

The competent authority may visit any factory at any day at any reasonable time in a regular basis for inspection.

28. **PAYMENT TERMS:**

Payment will be made through E-payment system through ECS/RECS/RTGS after execution of due supply as ordered subject to:

- i. Submission of Performance Bank Guarantee in terms of Clause 29 and subject to penalty clause in terms of Clauses 24 to 26.
- ii. Supply of the materials as per specification as provided in the tender documents and the catalogue.
- iii. Supply of the materials within the supplied period as specified in the work orders.
- iv. The status of orders, Goods received note and payments will be available on-line for the vendors in the Vendors' portal in the Departmental website www.wbhealth.gov.in : Vendors Portal.
- v. On being selected, the successful Bidders will have to upload the information stating the name of the payee/ recipient, Bank account no with MICR No, IFSC Code of the payee/recipient to Vendors' Portal for making e payment. The bank mandate is also to be submitted to the procuring authority in the first bill.

29. Dates & Information:

S. No	Items	Dates
1	Date of uploading of N.I.T. Documents (online) from this end.	22.08.2022, 4.00 P.M.
2	Documents download start date (Online)	22.08.2022, 4.00 P.M.
3	Date of hoisting of documents at Departmental Website (www.wbhealth.gov.in)	22.08.2022, 4.00 P.M.
4	Date of Pre Bid Meeting and workshop with the intending bidders at the office of the MSVP of NRS Medical College & Hospital.	24.08.2022, 12.00 P.M
5	Bid Submission starting (On line)	26.08.2022 4.00 P.M. onwards
6	Bid Submission closing (On line)	12.09.2022 at 4 P.M.
7	Bid opening technical bid(online) (Bid A)	14.09.2022 at 4.00 P.M. onwards.
8	Date of uploading list for Technically Qualified Bidder (online)(Bid A)	15.09.2022 11 A.M. onwards.
9	Date & for opening of Financial Proposal (Bid B) (Online)	To be declared later
10	Date of uploading of list of bidders along with the approved rate	To be declared later.

Principal, Nil Ratan Sircar Medical College, Kolkata, reserves the right to change the above schedule in case of any exigencies after putting up a notice in the departmental website and Notice Board of N R S Medical College, Kolkata.

30. Opening the financial bid as per schedule will BE NOTIFIED LATER ON.

31. Financial bid can be seen & accessed by the bidder through the NIC Portal on line after opening of financial bid on line. No objections in this respect will be entertained raised by any Bidder. No informal tender will be entertained in the Bid further.

32. During the scrutiny, if it comes to the notice to tender inviting authority that the credential or any other paper found incorrect/ manufactured/ fabricated, that bidder would not allowed to participate in the tender and that application shall be rejected outright without any prejudice.

33. In the event of any question or dispute arising under this Agreement or the conditions of any special conditions or anything otherwise relating to this Agreement or any clause thereof, the decision of the Director of Health Services, West Bengal in consultation with the Health & Family Welfare Department, Govt. of West Bengal, will be considered final and binding on both the Parties.
34. All legal jurisdiction of any unsettled dispute will be subject to the High Court of Kolkata jurisdiction.
35. A HELP DESK is set up in the office of the Deputy Director of Health Services (E&S), Central Medical stores, 141, A J C Bose Road, Kolkata – 700 014 to help and guide the prospective bidders about their registration, holding of Digital Signature Card and allied matter. Prospective bidders may contact personally or over phone vide phone no (033) 2265-4417, 4418, or mail their queries to cmswbhealth@gmail.com.
36. The Tender Selection Committee reserves to right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.



Principal
NRS Medical College
Kolkata 700 014

CHECK LIST (MUST BE PROPERLY FILLED)

NOTE: For Non applicability for some documents please mention "NA" in the check list. Must be mention page number in the check list.

S. No	Item	PI put tick or NA	Page No.
1	Application submitted in Annexure I		
2	Annexure II (Authorization letter of signatory from the Company)		
3	Annexure III (Copy of agreement between the Manufacturer and the Direct Importer/Distributor)		
4	No conviction certificate in the form of an Affidavit as per Annexure-IV.		
5	Income Tax Returns submitted for the last three Assessment years		
6	GST Registration certificate(not provisional)		
7	PAN Card of the organization and authorized signatory.		
8	Audited P/L & Balance sheet of last three years		
9	Trade License in the name of participating firm		
10	List of purchaser		
11	A Proof of submission of applicable EMD		

ANNEXURE-I

APPLICATION FORMAT

(To be furnished in the Company's official letter pad with full address and contact no etc)

To The Principal, Nil Ratan Sircar Medical College, Kolkata-700014.

Sub: Tender No.-----Dt.------(Name of the Item -1)-----2)-----

-----3)-----4)-----

---) for purchase and installation of equipment for department of, Nil Ratan Sircar Medical College, Kolkata-700014.

Ref:-

Sir,

Having examined the pre-qualification & other documents published in the N.I.T, I /we hereby submit all the necessary information and relevant documents for evaluation:

1. That the application is made by me / us on behalf of.....

In the capacity of.....duly authorized to submit the offer. The authorization letter from the Company is attached in Annexure II.

2. We accept the terms and conditions as laid down in the NIT mentioned above and declare that we shall abide by it for throughout the tender period and its extensions, if any.

3. We are offering rate for the following item /items and assured supply to the Health & Family Welfare Department, Government of West Bengal as per Table-1 (Instrument Specification)

4. a. We propose that the order and bill should be raised in our name.

For liasoing, we have appointed M/S having its office at (Address, contact no and e mail address) as C&F agent /Liasoner /Contact person/..... Others (strike out whichever is not applicable) as per clause of the NIT

b. The agreement between ourselves and the distributor/C&F/Liasoner & other documents as prescribed is attached in annexure III

5. In the event of being selected, supply will be made within the stipulated period excepting the condition which is beyond our control.

6. We understand that:

(a) Tender Selection Committee/ H&FW Dept can amend the scope & value of the contract bid under this project.

(b) Tender Selection Committee/ H&FW Dept reserves the right to reject any application without assigning any reason.

Date :-

Signature of applicant including title and capacity in which application is made.

Contact details -

Mobile:

E mail ID:

Annexure II

Authorization letter in favour of the applicant (other than Managing Director/ Proprietor) –
from the competent authority.

FORMAT

(To be furnished in the Company's official letter pad with full address and contact no, E mail
Address etc)

(TO WHOM IT MAY CONCERN)

This is to certify that Mr./Mrs.(Name),
an employee of this Organisation as (Official
Designation) is hereby authorized to submit tender online , Vide NIT
No....., Dated..... on behalf of the Organisation.

Signature of the
competent authority with Seal

.....

(Signature of the Authorized Person)

Signature of Mr./Mrs.

.....is hereby attested.

Annexure- III

- a. Copy of agreement between the Manufacturer and the Direct Importer/Distributor in Annexure -III

ANNEXURE-IV

Draft Affidavit Proforma
(Notarized on Rs. 100 Stamp Duty)

I, Sri/Smt.
The Managing Director/Proprietor (etc.) of the Firm.
..... (Name of the firm)
At (address).....
P.O.
P.S.....Dist.....
do hereby solemnly affirm and declare as follows:

- a. That I am not under conviction of any offence making myself liable to be disqualified to supply of Surgical Equipments/Instruments etc. to any Govt. or Govt. undertaking Organization /Institution in the State of West Bengal or other State or States.
- b. My Firm has not been blacklisted at present as a whole or for any item/ items as quoted in this tender by any Govt. or Govt. undertaking Organization /Institution in the State of West Bengal or other State or States in India.
- c. That no case is pending against me or against my Firm in any criminal court of law in connection with the supply of Surgical/hospital equipment/Instruments to the Govt. or Govt. undertaking Organization / Institution in the State of West Bengal or other State or States (If any case is pending, pl state the details).
- d. *That, I declare that the item or items quoted by me confirms the specification given in the NIT document or higher standard relating to the specification is provided.*
- e. The duly authenticated Technical Data Sheet is uploaded conforming to the prescribed standard.
- f. That, I also declare that if any information subsequently found incorrect or false will it automatically render the tender submitted by me cancelled and make me liable for penal/legal action as per law of the country.
- g. That I do further affirm that the statements made by me in this tender are true to the best of my knowledge and belief and all the documents attached are genuine & correct.

Deponent