

AGREEMENT FORM FOR DRUG DISTRIBUTOR

ARTICLES of Agreement made on this ____ day of (Month), 2016 between the Governor of the State of West Bengal (hereinafter referred to as the 'Governor' which expression shall unless excluded by or repugnant to context be deemed to include the successor in office and assigns) represented by the Deputy Director of Health Services (Equipment & Stores) hereinafter called the DDHS(E&S) having its office(s) at 141, A J C Bose Road, Kolkata 700 014 ON ONE PART,
AND

M/S, having its office at, Carrying on business at....., as Distributor on behalf of the Manufacturers, the selected vendor.

(Hereinafter referred to as the 'DISTRIBUTOR' which terms shall unless excluded or repugnant to the context be deemed to include the Partners and Principals of the said firm and their respective heirs, executors, administrators representative and assigns/ and assigns) on the OTHER PART.

1. WHEREAS, the Dy. Director of Health Services (E&S), having expressed intention of preparing rate schedule for procurement of General Drugs by the health facilities across the State for the year 2015-17 with provision for extension thereof upto a period of 6(months) invited e tender vide HST/1P-01-2015/GD/2015-17/024 Dated 20.08.2015 read with corrigendum Notice no HST/1P-01-2015/GD/2015-17/E-008 Dated 25.08.2015 in the NIC portal on specified terms and conditions and the Vendor has been selected as approved vendor and agreed to supply such items on such terms and conditions through his authorized distributor, the present agreement is drawn up and executed, incorporating inter-alia the said terms and conditions in the Schedule to the Agreement.
2. In this Agreement whenever rights, privileges, discretions and powers have been said to be exercisable by the "Government of West Bengal", such rights, privileges, discretions and powers will be actually exercisable by the Dy Director of Health Services (E&S), the heads of the direct demanding units or the Department of Health & Family Welfare, Government of West Bengal upto the level of Sub Divisional hospital, unless otherwise specified.
3. The Distributor, on behalf of the selected Vendor agrees to, according to and in compliance with the orders as may be placed by the Deputy Director of Health Services (E&S), West Bengal /Medical College & hospitals/ District Reserved Stores/Speciality hospital and other hospital authority upto the level of the Sub Divisional hospital under Deptt. of Health & FW, Government of West Bengal (also referred to as the heads of direct demanding units), supply to the said officer or such officers as may be authorized by him, to receive the same Drug and medicines at the rates and within the time limit fixed therefore and in accordance with the order or orders for the same.
4. The distributor, on behalf of the selected Vendor agrees that the accepted rates as provided in the accompanying schedule shall hold good throughout the tender period upto 31.03.2017 as well as for such period for which the tender may be extended unless otherwise revised by H&FW Dept, Govt. of West Bengal.
5. The distributor, on behalf of the selected Vendor agrees to deliver all supplies to the stores/Godown at 141, Acharya J.C. Bose Road and 541, Rabindra Sarani, Kolkata of the Central Medical Stores or at such other place/s as the DDHS (E&S), W.B./heads of other direct demanding units under Department of Health, Govt. of West Bengal may direct upto the level of Sub Divisional

Hospital, by the vendors by own arrangements made by the Vendors and they shall not be entitled to charge any cost for the transport of the said goods to the said premises for such delivery thereof. All temperature sensitive materials will be transported in cold chain.

6. The distributor, on behalf of the selected Vendor agrees not to assign, transfer or sublet the rights and benefits under this contract either in part or in whole to any other party.
7. During the subsistence of this contract, the distributor agrees to maintain an office/ liaison office or a place of business in Kolkata where all notices and other papers required to be served or sent to the Vendors shall be served or sent. The distributor also agrees to provide valid email address, mobile no and a fax number for contact by the DDHS (E&S) & procuring authorities under H&FW Dept.
8. The distributor, on behalf of the selected Vendor agrees that all notices intended to be served on him shall be deemed to have been duly served if sent under Certificate of Posting/ Registered Post/ Speed Post/ by email/ by fax at the addresses/ email id/ fax No. provided by the Vendor and/ or, the copies are displayed on the Notice Board of the Central Medical Stores/ Web site of the Department (www.wbhealth.gov.in) for at least 3 working days.
9. The distributor, on behalf of the selected Vendor agrees to supply all Drugs and Medicines as per the guidelines under IP, BP or USP norms as noted against the items in the Catalogue, as applicable including test report from own house having GLP norms. The Vendor also agrees to ensure that all the supplied materials are reached to the Ordering Officer in a physical condition without any deterioration in its quality and quantity within 45(forty five) days from the date of issue of the order on line which is accessible on line through vendors portal under Store Management Information System (SMIS).
10. The distributor, on behalf of the selected Vendor agrees not to make any representation for deviation from their quoted rates and /or terms and conditions which may cause any delay in procuring the stores by the DDHS (E&S) or the direct procuring units as it will be counted as bad performance and will invoke the Penal provisions of this agreement except in conditions of force majeure wherein in conditions like strikes, war like situation, severe natural calamities, major fires, acts of God for which the Vendor is unable to carry out his commitment of meeting the terms of this contract.
11. Orders for the supply of the approved products will be placed with the authorized distributor after the execution of the agreements as and when required by the procuring authorities across the State upto the Sub Divisional hospital level depending upon their tentative annual consumption which may vary as per exigency of the situation. The distributor, on behalf of the successful vendor will have to supply within the specified time schedule that had been assured as prescribed without fail.
12. All supplies will have to be completed by door delivery within maximum 45(forty five) days from the date of order in the SMIS System from the procuring units. NO RELAXATION ON ANY ACCOUNT WILL BE ALLOWED FOR CONDONING DELAYED SUPPLIES. The approved Distributor also would have access to the Vendor Portal from which, the procurement order, Goods Received Notes (GRN) and Bill Status can be seen on line & downloaded. The procurement order generated out of Vendor portal will have the same meaning and strength that of physical order.
13. The permissible time period between the date of manufacture and the date of supply of the items should not be more than 1/6th of the whole life period except for the items for which specific G.O

exists. No delivery will be taken of any items if the date of manufacture and the date of expiry are not written on each and every unit supplied.

14. LABELLING:

The distributor, on behalf of the selected vendor agrees that all supplies of articles in equipment section should invariably contain the following information on its label and the carton. One information should not be overlapped by any other information needed to be furnished. The label should contain :

- a. Name of the item as approved
- b. CMS Cat. No.
- c. Manufacturing date.
- d. Expiry Date.
- e. Name & address of Registered Office of Manufacturers and place of manufacture.
- f. Manufacturing License Number.
- g. Batch Number
- h. The label & Carton must invariably marked "W B. Govt Supply : Not for sale".
- i. All Drugs/ Chemicals quoted/ supplied by tenderer MUST CONFORM TO IP, BP, or USP, norms and N.F.I –III specification as noted against the item(s) in catalogue as applicable.
- j. In respect of IV fluid, the bottle should be manufactured and filled by the "Blow, Fill & Seal(BFS) in polypropylene 500 ml bottle", "Form, Fill & Seal Polyethylene 500 ml bottle(FFS) or "Close Seal Process(CSS)" and the bottle meet the Pharmacopoeial specification and the process of BFS/FFS/CSS must be imprinted on the label. Documentary evidence in support of the quality of the bottle should be furnished at the time of supply.
- k. The MRP and Trade Name will not be allowed to be printed in any pack. This will lead to cancellation of candidature straightaway. However, for excisable products, insertion of writing of Govt MRP is allowed as per provision laid down in the order of the Central Excise dept.
- l. Any information like Manufacturer's Name & Address is strictly prohibited to be inscribed in any part of the wall of the bottle and Cork as well as in the wall of the packet.

15. MANUFACTURING AND PACKAGING:

The distributor, on behalf of the selected vendor agrees to :

- a) Packing of medicine should be done as per provision laid down in Drug & Cosmetic Act, 1940, and Rules framed thereunder. 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 vendor.
- 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 glass bottles should be new neutral glass.
- vi) Ointments should be packed in liquidized Aluminium Tubes.
- vii) Small Tablets packed in blisters should be packed to facilitate easy removal of the tablet without breaking / crushing.
- viii) Tablets should have a score line as per the relevant pharmacopeia norms.
- ix) All plastic containers should be made of virgin grade plastics.
- x) All plastic Jars above 450 Gms / ml should carry an inner plastic lid.
- xi) Injection in vials should have a snap off seal.
- xii) All tablets should be in aluminum strips or blisters with Aluminium foil back.

- xiii) Strips of Aluminium foils refer to gauge 04. Aluminium foils as back material for blisters refer to gauge 025.
- xiv) Light sensitive drugs are to be in amber coloured bottles
- xv) Oral Liquids, Drops should be packed with in-built plastic auto dispensers as per single dose, as for example, syrup IFA should have in-built auto dispenser etc.
- xvi) Glass ampoules should be packed with cutters @ 1 cutter for each 5 ampoules in a separate polybag
- xvii) ORS should be packed in sachets made of Aluminium Foil laminated with glassing or heat sealable plastic film (multiply laminations with Aluminium foil (polyethylene, Aluminium, polyester)), whose outer paper may contain label information (50 sachets may be packed in gray board boxes and 10 gray board boxes in a corrugated box.
- xviii) For ORS and Halazone Tab, shrinkage package should be applied for 50 packets and containing of 500 tabs respectively.
 - xix) Corrugated package box size should be limited to 12" H x 24" L x 24" W. No deviation in this respect will be allowed.
 - xx) No corrugated box with contents should weigh more than 15 kgs (7 kgs in case of ointments and fragile materials)
 - xxi) The inner lining shall be not less than 120 gsm and outer carton not less than 150 gsm.
 - xxii) The non glass bottle containing cartons shall be of at least 5 ply with bursting strength not less than 9 kg/sq cm.
 - xxiii) Glass bottle containing cartons shall be of at least 7 ply with bursting strength not less than 12 kg/sq cm.
 - xxiv) No box should contain mixed products or mixed batches of the same product.
 - xxv) 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.

16. The distributor, on behalf of the selected vendor agrees to implement Bar Coding on the Primary pack and Secondary pack of the item or items. The secondary & tertiary pack should contain 2D Data-Matrix Bar Code and it should not exceed size of 18 mil & 50 character having the following format given below :

Vendor Code*CMS Cat No*Batch No*Mfg Date*Exp Date

- Vendor Code (means the item no mentioned against the concerned item in the approval notice)
- CMS Cat No (means the item no mentioned against the concerned item in the approval notice)
- Batch Number (means the batch manufacturing no of the item having maximum of 15 characters)
- Manufacturing Date (to be in the YY/MM format).
- Expiry Date (to be in the YY/MM format).

All the above 5(five) items must be separated by * mark without having any space in between the items. The distributor will please remember the vendor code & CMS Cat No are case sensitive. Hence, requires to print the vendor code and Cat No identical with same mentioned in the approval notice. For example :
 V001*6.02(e)/S-S*M123456*1601*1912

17. Documents to be submitted by Authorised Distributor :

The authorized Distributor agrees to submit the required documents as mentioned in clause no 9 of the terms & conditions of the tender viz. i). Letter of Authority, ii). Copy of agreement iii) PAN & last year's IT Return , VAT Return , iv) Valid Drug License & Trade License, v) No-conviction certificate from the State Drug Control authority, vi) Affidavit of non conviction, vii) Average Annual Turnover certified by CA within 15days from the date of intimation to them.

18. NO- CONVICTIONCERTIFICATE:

The distributor, on behalf of the selected vendor has submitted 'No conviction certificate & non blacklisting certificate' obtained from the concerned Drug Controlling Authority of the State where the manufacturer is registered for last three years. He has also submitted an affidavit in the prescribed preformed attached herewith from Notary/ first class Judicial Magistrate/Executive Magistrate stating No conviction from any Court of Law. The distributor agrees that no case is pending against the vendor and the concerned vendor is not blacklisted by any of the items approved herein. Any change in the scenario of no conviction and non blacklisting as per approved products will have to be intimated to the CMS forthwith by the vendor and distributor.

19. DRUG TESTING:

The distributor, on behalf of the selected vendors agrees to the provision of drug testing as follows :

- (a) Every batch of drugs to be supplied should contain In-house Test report of the Company tested by own GLP Laboratory. The full name and qualification and the attested signature of the certifying Chemist is to be submitted alongwith the Test report.
- (b) In addition, the Dy. Director of Health Services (E&S), 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.
- (c) The non-standard and defective batch, if found in the quality test will not be refunded to the Distributor & will be destroyed in presence of the tenderer or his authorized representative after Statutory Test.
- (d) The cost of procurement of such non-standard drugs or defective batch(s) will not be paid and 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 Cosmetic Act, 1945 and rules framed thereunder will also be taken.
- (e) A sum @ 2% of bills exclusive of Govt. tax & duties will be deducted from the bills of the supplies of medicine by the procuring authorities and deposited in the respective budget head to meet cost of handling and testing charges. The testing charge, however will not be deducted if the batch contain test report from Govt Laboratory at Kasuali, Himachal Pradesh or from NIV/NARI in respect of ARV, AVS and other Sera/Vaccines & immunological products.

20. The distributor, on behalf of the selected vendor agrees to the provisions laid down in the Withdrawal clause of candidature :

- 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 Tenderer 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- Tenderer) during the tender period in case of emergency, if the tenderer 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 units even if a tender for the same has been offered/ accepted.

21. PENALTY CLAUSE -

The distributor, on behalf of the selected vendor agrees to the penalty clause reproduces below :

IT SHOULD BE REALISED BY ALL THE TENDERERS 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. TENDERERS ARE THEREFORE ADVISED TO CAREFULLY ASSESS THEIR MANUFACTURING ABILITY AND CAPABILITY FOR ENSURING TIMELY SUPPLY OF THE ASSURED QUANTITIES AS PROVIDED IN TABLE 1 ABOVE, 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 vendor. The batch will be destroyed in the presence of the representative of the vendor 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 distributor or from performance bank guarantee.
- B) In addition to rejection of the supply, the Dy Director of Health Services (E&S) W.B and the heads of direct demanding units 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 Cosmetic Act,1945 and the rules framed thereunder 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 Tenderer”
 - ii) Failure in supply within stipulated period for 5(five) occasions during the tenure of the tender period or its extensions. There will be blockage for the entire State for failure in supply for five occasions for a particular item.
 - iii) In case of supply of Spurious drugs, Adulterated dugs, misbranded drugs and Not of Standard Quality of drugs (as applicable) along with proceedings under the provisions Drugs and Cosmetic Act, 1940 and Rules framed thereunder.
 - 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 particulars item 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.
- 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 / its Principals/ or sister concern (where its Principals or Promoters have more than 10% shares) 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 / its Principals/ or sister concern (where its Principals or Promoters have more than 10% shares) either by Tender Inviting Authority or by any State Government or by other State/Central Government

22. The H&FW Department will have the right to inspect the manufacturing unit of the tenderer 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).

Financial Penalties for deficiencies in services/supplies during the period of the tender and its subsequent extensions :

- i) The distributor, on behalf of the selected vendor should supply full quantity of 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 (excepting Vaccines & Sera), stipulated period will be 45 (forty five) days from the date of order generated in SMIS.
- iii) For Vaccines & Sera like Anti Rabies Vaccines, Snake Anti Venom and Immunological product which requires Quality Test report from Govt Laboratory, Kasauli, Himachal Pradesh, the stipulated period will be 60 (sixty) days from the date of order generated in SMIS.
- iv) The order generated out of SMIS will carry the same status that of signed order.
- v) 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:
 - a) If the vendor supply full quantity of any material of any order in one consignment within stipulated period i.e., 45 days or, 60 days (as the case may be) then there will be no penalty.
 - b) If the vendor supply partial quantity of any material of any order in one consignment within stipulated period, then 2% of the basic cost of the material non-supplied will be deducted from the existing/ pending bill of the supplier.
- vi) In case of supply is made after 45 days to 60 days for category (ii) & 60 days to 90 days for category (iii), as mentioned above,
 - a) If the vendor supply full quantity of any material of any order in one consignment after stipulated period of placing order i.e. 45 days or, 60 days (as the case may be) then 0.5 % of the basic cost of the materials will be deducted from the existing /pending bills of the supplier per day's delay up to 60 days or, 90 days (as the case may be).
 - b) If supply partial quantity of any material of any order in one consignment after stipulated period of placing order i.e.45 days or 60 days (as the case may be) then 0.5 % of basic cost of the materials per day's delay upto 60 days or 90 Days (as the case may be) and 2% of the total basic cost of the material non-supplied will be deducted from the pending bills.
- vii) However, if the stipulated period ends on Saturday, Sunday or Govt holiday(s), supply should be made on the next working day and in that case, no penalty would be chargeable.

- viii) The provision of penalty is system-generated and cannot be waived in any case.
- ix) There will be system-generated-blockage for failure in supply beyond 60/90 days for 5(five) occasions for a particular item or items & the firm quoting L₂ will be selected after issuance of show cause notice to the concerned defaulting vendor.
- x) The defaulting Firm will be blacklisted after issuance of a show- cause-letter for such delay beyond 60 days or 90 days (as the case may be) in five occasions.
- xi) However, CMS or the H&FW Dept reserves the right to accept late supply/late GRN beyond 45 days or 60 days(as the case may be) in case to case basis on proper merit or ground with or without penalty charges after satisfying that the delay is beyond the control of the vendor.
- xii) For firms who fail to supply the full order on five occasions for any item(s) within the stipulated time within the tender period and its extensions- the Performance Bank Guarantee, deposited for the item(s) will be forfeited and the concerned Bidder will be debarred from participation in the CMS, DoHFW or WBMSC tenders for the next 3(three) years.
- xiii) Supply of items with short expiry dates in violation of Clause 17 (iv) on more than two occasions- 5% of the cost of the items or Rs 50,000, whichever is higher will be deducted from the bills.
- xiv) The names of the defaulting suppliers will be put up in the Departmental website.
- xv) 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 extended as provided in the work order.

23. APPEAL:

Appeal against the decision of Central Medical Stores/Procuring authorities 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/Additional Chief 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 FRADULENT/ MISLEADING DOCUMENTS:

If during the tender process or at any state during the validity of the tender period, it is found that a Tenderer 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 tenderers who have submitted false/ misleading/ fraudulent documents or made incorrect declarations. The penal measure will be

- i. Forfeiture of Earnest Money
- ii. Forfeiture of Performance Bank Guarantee.
- iii. Cancellation from the approved list of suppliers and debarment from further supply orders
- iv. Black listing from all Departmental tenders (called by the CMS or others) of the Tenderer, the Principals of the firm(s) and the concerned distributor(s) for a period of 3(three) years

25. AGREEMENT:

The distributor, on behalf of the selected vendor agrees to the clause that on a tender being accepted, intimation of acceptance will be forwarded through departmental website by the Dy. Director of Health Services (E&S) W.B. After communication of the same, the Tenderer and the selected distributor (in the event of distributor to receive order and payment in his name) will have to execute agreement in the prescribed form along with submission of requisite amount of performance Bank Guarantee with the Dy. Director of Health Services (E&S) W.B., within 10 days from the date of issue of invitation.

26. VALIDITY PERIOD OF AGREEMENT:

The distributor, on behalf of the selected vendor agrees that the Contract period will be for a period up to 31st March 2017 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. PERFORMANCE BANK GUARANTEE :

- i. The *distributor, on behalf of the selected* vendor agrees that the submission of Performance Bank Guarantee will be mandatory for all approved tenderer/authorized distributor and will not be waived in any case.
- ii. The distributor, on behalf of the selected vendor agrees that in case the authorized distributor is entrusted to receive order and payment is also liable to deposit Performance Bank guarantee @ 1% of the assessed base rate of requirement for the item subject to a minimum of 5,000/- and maximum of Rs 1,00,000/- per item.
- iii. The *distributor, on behalf of the selected vendor* agrees that the Performance Bank Guarantee from any Nationalized/ Scheduled Bank in India acceptable to the Government of West Bengal should be submitted to the office of the Dy. Director of Health Services (E&S), West Bengal, within 10 (ten) days from the date of acceptance of tender. The successful tenderer will be provided the model format of the performance bank guarantee alongwith the agreement format.
- iv. The distributor, on behalf of the selected vendor agrees to the provision that, if Agreement has not been executed along with submission of performance bank Guarantee within 10 days from the date of acceptance of tender, the candidature will be cancelled and the next Bidder will be accepted.
- v. The distributor, on behalf of the selected vendor agrees to the provision that the Performance Bank Guarantee of Bidder as well as distributor will be liable to forfeiture as enumerated in Clauses 24 above.

28. INSPECTION:

The distributor, on behalf of the selected vendor agrees that the competent authority may visit his/her factory on any day at any time in a regular basis for inspection. In case of tenderer bag L₁ status for more than 3 items, physical inspection may follow to adjudge its production capability and assured supply and take decision accordingly for L₁ status.

29. PAYMENT TERMS:

The distributor, on behalf of the selected vendor agrees that the Payment will be made through E payment system through ECS/RECS/RTGS after execution of due supply as ordered subject to :

1. Submission of Performance Bank Guarantee in terms of Clause 27 and subject to penalty clause in terms of Clauses 23 & 24 by the vendor and the concerned distributor, if any.
2. Supply of the materials as per specification as provided in the tender documents and the catalogue
3. Supply of the materials within the supplied period as specified in the work orders
4. 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 : Vendor Portal.
5. On being selected, the successful vendors to whom orders will be placed and payment released 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. An application also to be submitted to the Central Medical Stores stating the above information. No manual payment will be made.

30. 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.

31. The distributor, on behalf of the selected vendor agrees that all legal jurisdiction of any unsettled dispute will be subject to the jurisdiction of High Court Calcutta jurisdiction.

This contract will be valid for the period from 01.01.2016 to 31.03.2017 with provision for 6(six) months extension and the option of cancellation as provided above.

THE RATE SCHEDULE REFERRED TO :

| Sn | Cat No | Name of the item | Tentative requirement Of the State | Amount of Performance Bank guarantee | Name of the bank | Name of the branch with IFSC code |
|----------|--------|------------------|------------------------------------|--------------------------------------|------------------|-----------------------------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 etc | | | | | | |

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and seals the _____ day/month and year first above written.

SIGNED AND DELIVERED BY THE :

by presence of.

1.

2.

Signed for and on behalf of the distributor

by presence of.

1

2.

Signed for and on behalf of the Governor
Of the State of West Bengal