



Government of West Bengal
Office of the Deputy Director of Health Services (E&S), WB
Central Medical Stores
141, A J C Bose Road,
Kolkata – 700 014
Phone No (033) 2265 4418/4417/4419
E mail: icqc12345@gmail.com
Icqc_cms@wbhealth.gov.in

NOTICE INVITING RE-E-TENDER FOR EMPANELMENT OF LICENSED COURIER ORGANIZATIONS FOR TRANSPORTING OF SAMPLES OF DRUGS, KIT, CHEMICALS & REAGENTS AND CONSUMABLES FROM C.M.S TO DIFFERENT LABORATORIES WITHIN AND OUT OF WEST BENGAL FOR THE FINANCIAL YEAR 2018-2020 (FOR TWO YEARS FROM THE DATE OF A.O.C) BY THE DEPUTY DIRECTOR OF HEALTH SERVICES (E&S), CENTRAL MEDICAL STORES.
(Through Pre-qualification)

N.I.T. No. HST/1QC-19-2018/COURIER-RT/2018-20/065

Date : 18-12-2018

In compliance with approval from higher authority vide file no. **H/TDE/5S-33/2017**, the Deputy Director of Health Services (E&S) having its office at Central Medical Stores, 141, Acharya Jagadish Chandra Bose Road, Kolkata – 700 014 is inviting e-tender on behalf of the Health & Family Welfare Department, Government of West Bengal for empanelment of Licensed Courier organizations for preparing the rate schedule for transporting cost of **samples of drugs, kit, chemicals & reagents and consumables** used in the different health facilities of the state of West Bengal to different NABL laboratories within and out of west Bengal for the financial year 2018-2020(two years from the date of AOC) appearing in the tender notice and to be submitted by prescribed format as E-Tender for empanelment of licensed courier organizations for transporting of **samples of drugs, kit, chemicals & reagents and consumables** used in the different health facilities of the state of West Bengal to different NABL laboratories within and out of west Bengal for the financial year 2018-2020(two years from the date of AOC). Necessary earnest money to be submitted for participation in the Tender in the table below:

Name of the items	Earnest money
For Whole Tender	Rs. 10,000/- (Rs. Ten thousand only)

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. Time Schedules for the e-tender:

The time schedule for obtaining the bid documents, pre bid meetings, registration with the tendering authorities, the submission of bids and other documents etc. will be as per the list provided in clause no 20 as given below.

3. **ELIGIBILITY FOR QUOTING:** (a) Only the Licensed courier organizations with Average annual turnover Rs. 20, 00,000/- (Rs. twenty Lakhs only) for last 2 (two) financial years i.e. either for the years 2014-15 & 2015-16, or 2015-16 & 2016-17 to be certified by chartered firm in Annexure-III.

(b) With other valid documents as listed in BID-A.

4. **Submission of bids:** Tender to be submitted in two bids system. Both Technical bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>. All documents must be submitted in English language. The eligible bidder should have to submit the bid through NIC portal only through Valid and Authorised D.S.C. only. The D.S.C. holder must be authorised by the firm/Organization

All relevant technical documents as mentioned in 'BID-A' to be submitted in technical bid as BID-A and the Financial bid in BOQ in BID-B. All the documents must be valid with properly scanned and must be legible during evaluation.

BID A:(Technical Bid: SINGLE FILE MULTIPLE PAGES SCANNED)

to be uploaded as **seriatim**, named the folder as mentioned below-

(a)'MY DOCUMENTS -STATUTORY COVER' -Containing the following documents:

(b)

A	CHECK LIST in the prescribed format with page no of submitted documents in seriatim.
B	Application in the prescribed format given in Annexure I
C	Authorization letter of signatory from Company/Firm in Annexure II(If Managing Director himself/herself is bidder then annexure II is not needed.)
D	Certification from Chartered Firm in Annexure III for the <i>Annual Turn Over for last 2(two) financial years i.e. for the years 2014-15 & 2015-16 or 2015-16 & 2016-17.</i>
E	Affidavit regarding no-conviction etc. from Notary Public/Judicial Magistrate/Executive Magistrate issued on or after 1 st January 2017 in Annexure IV

(c)'NON-STATUTORY/ MY DOCUMENTS' - Containing the following documents:

Sn	Category	Sub Category	Sub Category Description
A	Certificates		PAN Card of the firm/ company/organization
			Professional Tax Registration certificate(if applicable)
			ESI Registration certificate (if applicable).
B.	COMPANY DETAILS	COMPANY DETAILS 1	EPF Registration certificate (if applicable)
			GST Registration certificate.
			Trade License (if applicable)
			Registration with Registrar of Companies (if applicable)
C.	FINANCIAL INFO 1	PAYMENT CERTIFICATE 1	Income Tax Returns submitted for the Assessment year 2017-18
			GST return in any one month of financial year -2018-19
		PAYMENT CERTIFICATE 2	1.P/L & Balance sheet of financial year 2015-16
			2. P/L & Balance sheet of financial year 2016-17

(2). "BID B ":FINANCIAL BID.

BOQ:

The folder as "Financial Bid" is to contain:

Base Rate as per following table in BOQ inclusive of Entry Tax, Customs Duty (if applicable), Transportation Charges, Insurance, Delivery Charges, Incidental Charges, Freight Charges, Installation and training charges etc and exclusive of GST, Excise duty and Cess etc (wherever applicable). The L₁ will be determined on Base price only. The name of the quoted item in BOQ must be mentioned in the Annexure-1/application by the bidder.

SI No-	Area	Rate as INR per K.G of Parcel
1	Kolkata and local (greater Kolkata i.e. area with pin code of Kolkata)	
2	Rest of West Bengal	
4	Rest of India	

5. Instructions about completion and submission of tender:

- Rates are to be quoted (both in figures and words)
- Rates should be quoted in whole number multiple of Rupee One.
- Quoting of exorbitant high or low rates may not be accepted. Declaration of any price as exorbitant high or exorbitant low will be under the discretionary power of the Tender Selection Committee.

- d. Rates shall be taken as fixed throughout the period to be covered by the contract (From the 1st day of agreement with the bidders and up to 31st March 2020) and the extended period (if any) as normally wished by the authority.
- e. Failure to comply with the above conditions or furnishing any incorrect or incomplete information will make the tender liable to be rejected.

6. Earnest Money payment procedure :

A. Earnest money is payable in favour of the Asstt. Director (Accounts), Central Medical Stores, 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 as follows ..

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

- i. 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.
- ii. The bidder will have to select the particular tender and arrange payment of the required EMD amounting to Rs 10,000(ten thousand only)per Group of items by selecting from either of the following payment modes:
 - iii. 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.
 - iv. 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 R 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.
 - v. 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.

C. 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.

7. Forfeiture of earnest money: The earnest money of the bidder will be liable to be forfeited if the bidder withdraws his tender as a whole or for any particular item at any stage after the opening of the tender, or fails/refuses to enter into written agreement (for any or all of the items of his/her accepted bid/s) after he/she being intimated to do so within the specified time.

8. Language of Documents: All documents mentioned above should be submitted in English. In case a document is in any other language, a notarized translated copy in English is to be submitted along with the copy of the original document.

9. Time frame: The stipulated time frame (from the date of parcel received from CMS to the date of delivery of the same to the assigned Laboratory) is prescribed as below :

- a. For Kolkata and greater Kolkata within 2 (two) working days as per W.B. Govt. calendar.
- b. For rest of West Bengal within 3 (three) working days as per W.B. Govt. calendar.
- c. For rest of India within 5 (five) working days as per W.B. Govt. calendar.

10. Penalty:-

The bidder will be imposed penalty of **10 (ten) percent** of the approved cost for transport of that parcel for each day's lapse/ delay. If such delay occurs in case of ten different assignments during the tender period, security deposit will be liable to be forfeited and the approval may be rejected.

If any damage of parcel or content of parcel occurs during transport as reported by the testing labs, the penalty will be imposed as 25% of the security deposit will be deducted per incidence and if such incidence occurs 3(three)times in total tender period, the whole security deposit may be deducted and the approval will be cancelled.

11. Payment: Payments shall be made as e-payment from the West Bengal State Health & Family Welfare samity, Swasthya Bhawan, Kolkata as per approved rate of C.M.S. and as per G.O. No. H/TDE/391/5S-26/2003, dt. Kolkata 30th July 2003 after production of bills and relevant papers at C.M.S., and proper verification by appropriate authority at C.M.S. Bidders will have to submit their bills claiming payment monthly after completion of the transport of drugs, chemicals etc. along with supportive documents. All payment will be made through ECS. For that purpose, the successful bidder has to submit bank details to the Central Medical Stores stating the name of the payee, name of the Bank, Branch name, Account no, IFSC code & MICR No for making e payment. There will be no manual payment.

12. 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 the tender by any bidder will not to be allowed.

13. In case of emergency like the right bidder (i.e. the L1 bidder) failing to execute the job/s as ordered, the tendering authority reserves the right to get the tendered jobs done at the quoted rate from other bidder or any outsider (Non-bidder) during the Tender period. The loss incurred (by the Govt. of West Bengal) in such case will have to be borne by the defaulter.

14. On a tender being accepted, intimation of acceptance will be forwarded to the bidder by the Dy. Director of Health Services (E & S), W.B. After communication of the same, the bidder will have to execute agreement in the prescribed format (within the stipulated time-period) with the Dy. Director of Health Services (E & S), W.B. within 14 (fourteen) days from date of approval.

15. Work orders for the assigned jobs will be placed with the successful bidders after the execution of the agreements & awarding of AOC to the concerned bidder.

16. Security Deposit: Each successful bidder is to pay a Security Deposit of **Rs. 20,000/- (Rupees Twenty thousand only) in the form of Bank Guarantee (B.G.) in favour of Deputy Director of Health Services(E&S), Central Medical Stores, Kolkata drawn from any Nationalised Bank or Scheduled Bank.** After successful selection Security Deposit has to be attached along with agreement.(format of agreement and B.G. will be provided to the Successful bidder only) with validity up to 31st March 2021.

i) Such Security Deposit shall be liable to be forfeited for non-compliance with the terms and conditions of the tender.

ii) The Security Deposit to be furnished by successful bidder will however be released, after the satisfactory completion of his/her service and after six months from the expiry of the contract period.

iii) If the security money is unclaimed for more than three years after completion of the tender period the said money would be deposited to the R.B.I. as lapsed one.

17. The bidders are to give an undertaking that all the statements submitted by him/her are true to the best of his/her knowledge and any information subsequently found incorrect or false will mean automatic cancellation of the tender and will make him/her liable for penal action as will be deemed fit(as per annexure-III) .

18. All notice intended to be served on the bidder/bidders will be deemed to have been duly served, if it is sent under certificate of posting to the address mentioned by the bidder or is displayed in the Department website www.wbhealth.gov.in and in the notice board of the C.M.S. for 3 (three) consecutive working days or more.

19. Evaluation of the Tender: 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” - My documents, will be identified and their financial "BID B" will be opened who will qualify in the evaluation.

The financial bid of those Bidders failing to meet the Technical & other requirements laid down in the tender will not be opened and will be rejected. Financial Bids of only the item/items which will meet the required no of valid bidders- will be opened. 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 to L1 bidder.

20. Dates & Information:

S.n.	Items	Publishing date(s)
1.	Date of uploading of N.I.T. Documents (online) from this end to wbenders.gov.in	24.12.2018
2.	Date of hoisting of documents at departmental website (www.wbhealth.gov.in)	24.12.2018
3.	Publication of tender notice to news papers	24.12.2018
4.	Pre-bid meeting with Bidders at the office chamber of DDHS (E&S), WB, CMS, Kolkata-14.	31.12.2018 at 01:00PM
5.	Bid submission start date (Online)	03.01.2019 from 06:00 PM
6.	Bid Submission Closing Date (Online)	18.01.2019 upto 06:00 PM
7.	Technical Bid Opening Date (Online)	21.01.2019 from 11:00 AM
8.	Date of uploading list for technically qualified bidder (online)	Will be communicated later on
9.	Date of opening of financial Bid	Will be communicated later on
10.	Date of uploading of list of L1-bidders along with the approved rate	Will be communicated later on
11.	Date of completion of agreement and submission of security deposit by successful bidders	Will be communicated later on
12.	Start of activity with newly selected bidder	Will be communicated later on

21. THE DDHS (E&S) RESERVES THE RIGHT TO CHANGE THE ABOVE SCHEDULE IN CASE OF ANY EXIGENCIES AFTER PUTTING UP A NOTICE IN THE DEPARTMENTAL WEBSITE AND CMS NOTICE BOARD.

22. Any objections in this respect won't be entertained raised by any Bidder who will present during opening of bid, or from any Bidder who will absent at the time of opening of Financial Bid. No informal bidder will be entertained in the Bid further.

23. 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 be allowed to participate in the tender and that application will be rejected without any prejudice. During subsequent examination, if it is found that the bidder has submitted forged & fabricated document or suppressed any fact in respect of pre-qualification, his candidature may be treated as cancelled assigning any reasons whatsoever.

a. icqc_cms@wbhealth.gov.in

b. icqc12345@gmail.com

4. 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 at Quality Control section to help and guide the prospective bidders about the tender allied matter. Prospective bidders may contact personally or over phone vide phone no (033) 2265 4419 or mail their queries in the following e mail addresses :
- a. icqc_cms@wbhealth.gov.in
 - b. icqc12345@gmail.com
25. All litigations related to this tender will be under the Legal Zone of Calcutta High Court.

18-12-18
Deputy Director of Health Services (E&S),
Central Medical Stores,

18-12-2018
-141, A J C Bose Road, Kolkata – 700 014

Annexure I
APPLICATION FORMAT

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

To
The Deputy Director of Health Services (E&S),
Central Medical Stores,
141, Acharya Jagadish Chandra Bose Road,
Kolkata – 700 014

Sub:-NOTICE INVITING RE-E-TENDER FOR EMPANELMENT OF LICENSED COURIER ORGANIZATIONS FOR TRANSPORTING OF SAMPLES OF DRUGS, KIT, CHEMICALS & REAGENTS AND CONSUMABLES FROM C.M.S TO DIFFERENT LABORATORIES WITHIN AND OUT OF WEST BENGAL FOR THE FINANCIAL YEAR 2018-2020 (FOR TWO YEARS FROM THE DATE OF A.O.C) BY THE DEPUTY DIRECTOR OF HEALTH SERVICES (E&S), CENTRAL MEDICAL STORES.

Ref:- DDHS(E&S) Memo Nodated
.....

Sir,
Having examined the pre-qualification & other documents published in the wbhealth.gov.in website 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.....duly authorized to submit the offer. The authorization letter from the Company/firm is attached in Annexure II.
1. We accept the terms and conditions as laid down in the notice mentioned above and declare that we shall abide by it throughout the tender period.
2. We declare that we have not been convicted under any provision of any Act& law in force from any competent authority or by any Court of law.
3. We propose that job order(requisitions) and bill should be raised in favour of our company..... having its office at (address with contact no and e mail address, land line no, mobile no)
6. In the event of being selected, we will do execution of agreement with the DDHS (E&S), Government of West Bengal, Department of Health & Family Welfare with in stipulated period and submit the security deposit along with agreement.
7. In the event of being selected, I will make the transporting of samples of drug /chemicals/lab. chemicals within the stipulated period.
8. I 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 accepted or reject any application without assigning any reason;

Date :-

Full Signature of applicant with designation.

Seal:

**Contact no :
Telephone No (office) :
Mobile No :**

Annexure II

Authorization letter From Company for authorized signatory

Authorization letter From Company for authorized signatory

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

To
The Deputy Director of Health Services (E&S),
Central Medical Stores,
141, Acharya Jagadish Chandra Bose Road,
Kolkata – 700 014

Sub:-NOTICE INVITING RE-E-TENDER FOR EMPANELMENT OF LICENSED COURIER ORGANIZATIONS FOR TRANSPORTING OF SAMPLES OF DRUGS, KIT, CHEMICALS & REAGENTS AND CONSUMABLES FROM C.M.S TO DIFFERENT LABORATORIES WITHIN AND OUT OF WEST BENGAL FOR THE FINANCIAL YEAR 2018-2020 (FOR TWO YEARS FROM THE DATE OF A.O.C) BY THE DEPUTY DIRECTOR OF HEALTH SERVICES (E&S), CENTRAL MEDICAL STORES.

Ref:- DDHS(E&S) Memo Nodated
.....

Sir,
I do hereby authorising Mr. /Ms..... Designation..... to upload and sign and coordinate all official documents related to the bid vide above...
With thanks

Signature of Managing Director of the firm/Lab.

Seal:

Contact no:
Tele:
Mobile:
Valid e-mail:

Annexure III
(Certificate from Chartered Firm)

This is to certify that having been examined the audited balance sheet/P/L accounts and other records that M/S having its office at It is also certified that Annual Turnover of the firm for the Financial years 2015-16 & 2016-17 are Rs.....Cr. & Rs.....Cr. respectively (as per P & L Balance sheet of the firm, submitted)

- The Hard copies of the Annual Balance sheet and P/L account the year 2015-16 & 2016-17 will be kept ready for verification after being L1 (LOWEST) if needed by Tender Selection Committee.

Signature of the Chartered Firm with Registration No

Countersigned

Authorised signatory (Bidder) with office seal.

ANNEXURE IV
Draft Affidavit Proforma

(Certified from Notary Public/Judicial Magistrate/Executive Magistrate issued on or after 1st January 2017)

I, Mr/MS.....
The Managing Director/Proprietor (etc.) of the Firm.
..... (Name of the firm)
At (address).....
P.O.....
P.S.....Dist.....

e-mail address.....

Ph. No.....

Do hereby solemnly affirm and declare as follows:

I

- (a) That I am not under conviction for any violation of the laws of the land.
- (b) That no case is pending against me related to law in force from any competent authority or by any Court of law against my firm in any criminal cases form any authority of 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).
- (c) 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.
- (d) 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.

Signature of the Deponent

ANNEXURE V
Draft AGREEMENT proforma

ARTICLES of Agreement made thisday of2018, between the Governor of the State of West Bengal (here in after referred to on the Governor which expression shall unless excluded by or repugnant to context be deemed to include his successor in office and assigns) of the one part and

Carrying on business at (Here in after referred to as the BIDDER (s) which terms shall unless excluded by or repugnant to the context be deemed to include the partners of the said firm and their respective heirs, executors, administrators representatives and assigns) of the other part.

The Deputy Director of Health Services (E&S) having indicated intention for empanelment of licensed courier organizations for transporting of samples of drugs, kit, chemicals & reagents and consumables from c.m.s to different laboratories within and out of west bengal for the financial year 2018-2020 (for two years from the date of a.o.c) on Specified terms and conditions as per **N.I.T. NO :.....**through the “Expression of Interest for the financial year 2018-20” **(for two years from the date of AOC).**

and the Bidder (s) having expressed their interest to do so, hence the present agreement is drawn up and executed incorporating interalia the said terms & conditions in the schedule to the agreement.

1. In this agreement where ever right, privileges, discretions and powers have been said to be executed 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), Directorate of Health Services, Government of West Bengal, unless otherwise specified.
2. All samples of Drugs, Kit, Chemicals& reagents and Consumables will be despatched by the Central Medical Stores, 141, Acharya Jagadish Chandra Bose Road, Kolkata 700 014 will be safely delivered to the approved testing Laboratories.
3. I/We agreed to maintain the stipulated time frame as follows(**from the date of parcel received from CMS to the date of delivery of the same to the assigned Laboratory**) is prescribed as below :
 - a. **For Kolkata and greater Kolkata within 2 (two) working days as per W.B. Govt. calendar.**
 - b. **For rest of West Bengal within 3 (three) working days as per W.B. Govt. calendar.**
 - c. **For rest of India within 5(five) working days as per W.B. Govt. calendar.**
4. The bidder will be imposed penalty of **10 (ten) percent** of the approved cost for transport of that parcel for each day's lapse/ delay. If such delay occurs in case of ten different assignments during the tender period, security deposit will be liable to be forfeited and the approval may be rejected.
5. If any damage of parcel or content of parcel occurs during transport as reported by the testing labs, the penalty will be imposed as 25% of the security deposit will be deducted per incidence and if such incidence occurs 3(three)times in total tender period, the whole security deposit may be deducted and the approval will be cancelled.
6. Payment:All payment will be made through e-payment. For that purpose, the successful bidder has to submit bank details to the Central Medical Stores stating the name of the payee, name of the Bank, Branch name, Account no, IFSC code & MICR No etc. by a prescribed proforma, for making e- payment. There will be no manual payment. The policy of e-tender and e-payment will be strictly followed. The payment for drug testing as per order placed with the approved tenders shall be made from Central Medical Stores, Kolkata and consequently from the state health & family welfare samity, swasthyabhawan, as per approved rate of CMS and as per G.O.NO H/TDE/1123/5S-26/03 Dated 21.12.2011 in pursuance of the existing G.O no H/TDE/391/5S-26/2003, dt. Kolkata 30th July 2003 .

26. Security Deposit: Each successful bidder is to pay a Security Deposit of **Rs. 20,000/- (Rupees Twenty thousand only) in the form of Bank Guarantee (B.G.) in favour of Deputy Director of Health Services(E&S), Central Medical Stores, Kolkata drawn from any Nationalised Bank or Scheduled Bank.** After successful selection Security Deposit has to be attached along with agreement.(format of agreement and B.G. will be provided to the Successful bidder only) with validity up to 31st March 2021.

6. Penalty:- The bidder will be imposed penalty of **10 (ten) percent** of the approved cost for transport of that parcel for each day's lapse/ delay. If such delay occurs in case of ten different assignments during the tender period, security deposit will be liable to be forfeited and the approval may be rejected.

If any damage of parcel or content of parcel occurs during transport as reported by the testing labs, the penalty will be imposed as 25% of the security deposit will be deducted per incidence and if such incidence occurs 3(three)times in total tender period, the whole security deposit may be deducted and the approval will be cancelled.

7. Security deposit of the bidder will be liable to be forfeited if the bidder withdraws his tender as a whole or for any particular item/items or fails to perform the assigned job for item/items consequently 3(three) times at any stage of contract period after signing the agreement and his/her empanelment will be cancelled and the bidder /laboratory will be black listed for 3 years.

8. Security deposit will be released after satisfactory completion of his/her service and after six months from the expiry of the contract period and within 3 (Three) years.

9. The Tendering authority reserves the right to withdraw any item from the tender at any stage. In such case the selection of such item, if already made in favour of any tenders , shall be treated as cancelled.

10. In case of Emergency, if the Bidder fail to execute the job/s as ordered, the tendering authority reserves the right to get the tendered job/s done at the quoted rate from other Bidder or any outsider (Non-tendered) during the tender period. and the penal action will be taken against the defaulter as per terms and conditions of this tender..

11. Security deposit shall be liable to be forfeited for non- compliance with the terms and conditions of the tender.

12. If any document submitted by any Bidder is found false during any stage of contract period,, his/her available Security Deposit will be forfeited.

14. The bidder s shall not be entitled to assign, transfer or sublet the right, and benefits under this contract either in part or in whole.

15. Notice in tender :

All notice intended to be served to the bidders/bidder s will be deemed to have been duly served, if it is sent under certificate of positing to the address or by e-mail mentioned by the bidder in Application/Annexure1, or is displayed in the Department website www.wbhealth.gov.in .or in the notice board of CMS, 141, AJC Bose Road, Kolkata-14.

16. Any legal matter in respect of this tender will be under the jurisdiction of legal zone of Kolkata.

IN WITNESS THEREOF the parties to these presents have hereunto set and subscribed their respective signs and seals, the day/month and year first above written.

SIGNED AND DELIVERED BY THE:-

Bidders in the presence of-

1.....

2.....

Signed for and on behalf of the Governor of the State of West Bengal by-Presence of

1.....

2.....

List of approve items:-

Annexure-VI
Draft Prescribed format for Performance Bank Guarantee by the Bank

INDIAN NON JUDICIAL STAMP PAPER OF RS. 100

Bank Guarantee No:

Date:

Expiry Date:31.03.2021

Amount of Bank Guarantee: Rs. 60,000.00 (Rupees sixty thousand) only.

To The Dy Director Health Services (E&S), West Bengal,
Central Medical Stores
141, A.J.C Bose road, Kolkata-14.

Whereas (name of the courier organization and address) hereinafter all the L1 bidder (courier organization.) as undertaken in pursuance of NIT No. to test of the approved items hereinafter called the 'contract'. **N.I.T. NO:** **Dated, Kolkata**

And whereas we have agreed to give the courier organization a Guarantee.

Therefore, we have affirm that we are the guarantors and responsible to you , on behalf of the courier organization up- to a total of Rs. Rs. 20000/- (Rupees twenty thousand) only and we undertake to pay you upon your first written demand declaring that courier organization to be in default under the contract and without cavil or arguments, any sums within the limit of Rs. 20000/- (Rupees twenty thousand) only as aforesaid, without your needing to prove or to show grounds of reasons for demand or the sum specified therein through the pooling account of Govt. of West Bengal as below.

Beneficiary Account Details

Account Name	: WB Govt Pooling A/C For Performance Guarantee
Account No	: 000605030134
IFSCCode	: ICIC0000006
MICR Code	: 70229002
Branch Address	: ICICI Bank, 22 R.N.Mukherjee Road, Kolkata-700001

The guarantee is valid up to 31.03.2021

Bank Guarantee No. _____ date.

Notwithstanding anything contained therein before,

1. Our liability under the Bank Guarantee shall not exceed Rs. 30000/- (Rupees thirty thousand) only

2. This Bank Guarantee shall be valid upto 31.03.2021.

3. Our liability to make payment shall arise and we are liable to pay the guarantee amount or any part thereof under this guarantee only and if you serve upon us a written claim or demand in terms of the guarantee on or before 31.03.2021.

We,(name of the Bank with code No.) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the government, in writing. Dated...

For Bank Authority:- 1. Signature :

2. Name :

3. Designation with seal :

4. CBPA NO :

5. Guarantee Bond No. :

Signature of the Branch Manager with Bank's Seal