



**Government of West Bengal**  
**Office of the Medical Superintendent Cum Vice Principal**  
**Nil Ratan Sircar Medical College & Hospital**  
**Kolkata – 700014; Phone: 033-22653333.**  
**E-mail: [msvpnrsmch@gmail.com](mailto:msvpnrsmch@gmail.com)**

**NIT No:- 01/2021**

**Date: 05.07.2021**

**NOTICE INVITING E TENDER FOR PROCUREMENT OF ESSENTIAL GENERAL DRUG**  
**FOR ONE YEAR FROM THE DATE OF AWARD OF CONTRACT(AOC)**  
(Through Pre-qualification)  
(Submission of Bid through NIC e-tender portal)

MSVP, NRSMC&H hereby invites an e-Tender on behalf of the Health & Family Welfare Department, Government of West Bengal to supply of 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, or till finalisation of next E-Tender for the NRS Medical Colleges & Hospitals under the Health and Family Welfare Department, West Bengal.

**Earnest money to be submitted for participation in the on-line Tender is Rs. 20,000/- (Twenty thousand) only.**

Earnest money is payable in favour of the Medical Superintendent cum Vice Principal, NRS Medical College & Hospital, Kolkata as on-line deposit through demand draft/pay order issued from any nationalized bank/scheduled bank in India and also to be documented through e-filling. Online Receipt and refund of EMD shall be made accordingly as per Finance Dept. G.O. No: 3975 F (G) dated 28.07.2016

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.

**Scope of Work :-**

**Table :1**

| <b>Serial No</b> | <b>Name of Drug</b> | <b>Acc. Unit</b> | <b>Annual Consumption</b> | <b>Earnest Money</b>               |
|------------------|---------------------|------------------|---------------------------|------------------------------------|
| 1                | Meropenam 1 gm Inj. | Per Vial         | 50,000(Fifty Thousand)    | 20,000/-<br>(Twenty Thousand Only) |

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**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](http://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 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.
  - 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 30.

**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. 2018-19, 2019-20 & 2010-21 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 is furnished in Table-1
- b. 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.
- c. 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.
- d. 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.
- e. 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 date of publication of tender.

**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. ANNUAL TURNOVER REQUIREMENTS:**

Manufacturer(s)/Direct Importer(s), State Based PSUs and State Based Other manufacturing units/CPSU whose average Annual Turn Over for last 3(three) financial years i.e. for the years 2018-19, 2019-20 & 2020-21 satisfying the following criteria would only be eligible to participate in the Tender.

|     | Category of Bidder                        | Minimum Average Annual Turnover for the last 3 Financial Years – Net of Taxes |
|-----|---|---|
| (a) | Bidders intending to supply the said drug | Rs. 50,00,000/-(Fifty Lakh)   |

MSMEs registered in West Bengal or State PSUs under the Health & Family Welfare Department whose average Turn Over *Net of Taxes* for last 3 (three) financial years i.e. either for the years 2018-19, 2019-20 & 2020-21 is at least Rs. 25,00,000/ (Twenty Five Lakh) would also be eligible to participate in the Tender for supply of drug.

**9. 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) core for the year 2019-20 or 2020-21 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 | Affidavit 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 V. |
| K | Import Licence (Form 10) for Imported Item.  |
| L | Copy of the Online Transaction Copy of Rs. 20,000/- in favour of Medical Superintendent Cum Vice principal, NRS Medical College & Hospital, Kolkata submitted to office of the MSVP (NRS MC&H) as earnest money for whole tender.                    |

“BID A” Part II :-

Technical Data Sheet (In Excel Sheet as provided)

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   |
| 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 <sub>1</sub> ) 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 <sup>st</sup> January, 2019.   |
| D.     | FINANCIAL INFORMATION | PAYMENT CERTIFICATE 1 | Income Tax Returns submitted for the Assessment year 2019-20  |
|        |                       |                       | GST Returns ( <b>Last Quarter</b> ) for the year 2020-21 (If applicable, if not applicable self declaration is required)  |
|        |                       | PAYMENT CERTIFICATE 2 | Audited P/L Account& Balance Sheet for the year 2018-19, 2019-20 & 2020-21  |

**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, and Testing Charges etc. and exclusive of GST to be quoted. However, L<sub>1</sub> will be determined on base price only without GST.

The bidders are not required to submit hard copies of Bid A or My documents. Submission of hard copy of Financial Bid is totally prohibited and only be submitted on- line through NIC portal.

**10. 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 NRS Medical College & Hospital 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. L<sub>2</sub>, L<sub>3</sub> and L<sub>4</sub> etc. to supply at the lowest rate, i.e. at L<sub>1</sub> rate. The bidders agreeing to supply at the L<sub>1</sub> 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 Hospital 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.

**11. 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. 50 Lakhs for the year 2018-19 , 2019-20 or 2020-21 .
- d. The Bidder will 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.

**12. 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.

**13. 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.

**14. 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.

**15. RATE:**

- a. Rate is to be quoted for item with their Accounting Unit.
- 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).
- e. Percentage of GST to be mentioned in the appropriate Column of the template for Bill of Quantities.

**16. 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 20 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 will 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 will result in 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.

**17. 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.

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.

**18. 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.

**19. 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 MSVP, NRS Medical College & Hospital, Kolkata-14, 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. 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, NRS Medical College & Hospital , 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 will 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 order for the 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, will 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 Selected of the Tender 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 the Date of Publication of this tender 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 after 01.01.2021.

**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, 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 NRS Medical College & Hospital: The Tender procurement Committee reserves the right to declare a firm/ Company blacklisted for This tender 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 3(Three) occasions during the tenure of the tender period or its extensions. There may be blockage for the Hospital 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 Tender procurement 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 Tender procurement 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 MSVP, NRSMC&H or his/her authorized representative 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 :

- ii) The Bidder should supply full quantity of the any material of any order in one consignment.
- iii) In respect of all consignment stipulated period will be as stated in clause no 17 (III).
- iv) The order generated out of SMIS will carry the same status that of signed order.
- v) 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.
- vi) The defaulting Firm may be blacklisted after issuance of a show- cause-letter for such delay (as the case may be) in these 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 NRSMC&H 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 Procurement Committee. MSVP,NRSMC&H will be the appellate authority within NRSMC&H, 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 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:

**36. Forfeiture of Earnest Money**

- ii. Forfeiture of Performance Bank Guarantee if enlisted as a supplier.
- iii. Cancellation from the approved list of suppliers and debarment from further supply orders

**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 15 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 NRSMC&H) 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 NRSMC&H/Tender Pocurement Committee, Government of West Bengal, if necessary.

**27. PERFORMANCE BANK GUARANTEES:**

- a) The submission of Performance Bank Guarantee shall be mandatory for all approved bidder and will not be waived in any case.
- b) The successful bidders shall be required to furnish the Performance Bank @ 2% of quoted base rate of the product multiplied by the tentative requirement for 1 (One) year for which the Bidder has been selected as supplier. Validity of Performance Bank Guarantee should be up to 31<sup>st</sup> March 2022.
- c) The Performance Guarantee from any Nationalized/ Scheduled Bank in India acceptable to the Government of West Bengal should be submitted to the office of the MSVP,NRSMC&H, West

Bengal, within 15 (fifteen) days from the date of acceptance of tender. The format of the performance bank guarantee is annexed herein in Annexure VIII

d) The following Account bearing No. 000605030134 opened at IICI Bank, 22, RN Mukherjee Road Branch, Kolkata should be treated as the Pooling Account of the Performance Bank Guarantee with the following Account details :

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

- e) If Agreement has not been executed along with submission of performance bank Guarantee within 15 days from the date of acceptance of tender, the candidature may be cancelled and the next Bidder may be accepted.
- f) The Performance Bank Guarantee of Bidder will be liable to forfeiture as enumerated in Clauses 24 above.

**28. INSPECTION:**

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

**36. 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](http://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.

**30. Dates & Information:**

| S. No | Items  | Dates                     |
|-------|--|---------------------------|
| 1     | Date of uploading of N.I.T. Documents (online) from this end.  | 05.07.2021                |
| 2     | Documents download start date (Online)   | 05.07.2021 , 2 PM Onwards |
| 3     | Date of hoisting of documents at Departmental Website ( <a href="http://www.wbhealth.gov.in">www.wbhealth.gov.in</a> )       | 05.07.2021                |
| 4     | Date of Pre Bid Meeting and workshop with the intending bidders at the office of the MSVP of NRS Medical College & Hospital. | 08.07.2021 , 2 PM Onwards |
| 5     | Bid Submission starting (On line)  | 13.07.2021 , 2 PM Onwards |
| 6     | Bid Submission closing (On line)   | 24.07.2021 , 2 PM Onwards |
| 7     | Bid opening technical bid(online) (Bid A )   | 28.07.2021                |
| 8     | Date of uploading list for Technically Qualified Bidder (online)(Bid A)  | 02.08.2021                |
| 9     | Date & for opening of Financial Proposal (Bid B) (Online)  | To be declared latter     |
| 10    | Date of uploading of list of bidders along with the approved rate  | To be declared latter     |

MSVP, Nil Ratan Sircar Medical College & Hospital, 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 & Hospital, Kolkata.

31. Opening the financial bid as per schedule enclosed.
32. 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.
33. 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.
34. 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 MSVP, NRS MC & H, Govt. of West Bengal, will be considered final and binding on both the Parties.
35. All legal jurisdiction of any unsettled dispute will be subject to the High Court of Kolkata jurisdiction.
36. The Tender Procurement Committee reserves to right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

  
Medical Superintendent cum Vice-Principal  
N.R.S. Medical College & Hospital  
Kol - 700 014

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**Medical Superintendent cum Vice Principal  
NRS Medical College & Hospital, Kolkata-14**

**Annexure I**

APPLICATION FORMAT

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

To

*The MSVP*

*NRS Medical College & Hospital*

*138, Acharya Jagadish Chandra Bose Road,*

*Kolkata – 700 014*

Sub: NIT for General and other General Drug for the NRSMC&H, Kolkata, Govt. of West Bengal for one year from the date of declaration of AOC.

Ref: - N.I.T. No .....dated .....

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.....duly authorized to submit the offer as a manufacturer/direct importer/ both as manufacturer and direct importer ( Strike out which are not applicable). The authorization letter from the Company is attached in Annexure II.
2. We accept the terms and conditions as laid down in the tender document and declare that we shall abide by it for throughout the tender period including its extensions, if any.
3. We are offering rate for the item /items in the BOQ with manufacturing/importing capacity and assured supply as per requirement of the NIT to the Health & Family Welfare Department, Government of West Bengal.
4. We declare that we have achieved / have not achieved (strike out whichever is not applicable) minimum 10% of sale of the production in the open market other than sale in the Health & Family Welfare Dept, Government of West Bengal. The certification from Chartered Firm is attached as per Annexure III.
5. We declare that we have not been convicted under any provision of Drug and Cosmetics Act, 1945 and any other law in force from any competent authority or by any Court of law.
6.
  - a. We propose that the order and bill should be raised in our name. For this, We have appointed M/S ..... having its office at ..... Mobile No ..... e-mail address ..... (address, contact no and e mail address) as C&F agent /C&S (strike out whichever is not applicable) as per clause 11of the NIT( This clause is applicable for out of state manufacturers) OR
  - b. We declare that we have no Sales depot or C&F in West Bengal. We propose that order and bill should be raised in favour of our authorized distributor. For that purpose, we have appointed M/S ..... having its office at.....Mo bile no ..... E mail address ..... (address with contact no and e mail address) as authorized Distributor who will receive order and payment in his name on our behalf.
  - c. The agreement between ourselves and the distributor & other documents as prescribed is attached in annexure IV(a), IV(b) & IV(c) (This clause is applicable for out of state manufacturers).



7. We are the existing Bidders in the CMS / we are not the existing Bidder in the CMS (PI strike out whichever is not applicable).
8. Being an existing CMS approved drug Bidder for the year 2016-18, necessary declaration of items wise Good Received Note (GRN) over ordered quantity through Store Management Information System (SMIS) is given in Annexure V (applicable for existing Bidders only, others should strike out the clause)  
In the event of being selected, I will make the supply within the stipulated period excepting the condition which is beyond our control.
9. We understand that:
  - (a) Tender Selection Committee/ NRSMC&H can amend the scope & value of the contract bid under this project.
  - (b) Tender Selection Committee/ NRSMC&H reserves the right to reject any application without assigning any reason.

Date :-

*Signature of applicant including title*  
and capacity in which application is made.  
(seal)

Contact no :

Mobile :

E mail address :

**Annexure I (a)**

## PARTICULARS OF BIDDER

|    |   |   |  |
|----|---|---|--|
| 1  | Name of the Bidder Company                                      | : |  |
| 2  | Tendering as :  | : |  |
| 3  | Name of the authorized person to submit the Bid (Who holds DSC) | : |  |
| 4  | Telephone No of authorized person                               | : |  |
| 5  | Mobile no of the authorized person                              | : |  |
| 6  | Fax No of Bidder  | : |  |
| 7  | E mail ID of Bidder   | : |  |
| 8  | Type of Legal Entity  | : |  |
| 9  | Year of Incorporation/registration                              | : |  |
| 10 | Registered Address  | : |  |
| 11 | Correspondence Address of Head Office                           | : |  |
| 12 | Telephone No of Head office                                     | : |  |
| 13 | Fax No of Head office   | : |  |
| 14 | E mail ID of Head office  | : |  |
| 15 | Correspondence Address of local office, if any :                | : |  |
| 16 | Telephone No of local office                                    | : |  |
| 17 | Fax No of local office  | : |  |
| 18 | E mail ID of local office                                       | : |  |
| 19 | Name of The authorized Distributor, if any :                    | : |  |
| 20 | Telephone No of authorized Distributor, if any                  | : |  |
| 21 | Fax No of authorized Distributor,                               | : |  |
| 22 | E mail ID of authorized Distributor,                            | : |  |

Signature of the authorized person

**Annexure II**

Authorization letter in favour of the applicant from the competent authority - (if the applicant is not the Sole Proprietor / 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. ....(Name), employee of this Organisation as ..... (Official Designation) is hereby authorised to submit tender online , Vide NIT No....., Dated..... on behalf of the Organisation. Sri ..... holds the DSC from NIC to submit the bid on-line

Signature of the competent authority

Name in Block Letters.....

Designation.....

Seal

.....

(Signature of the Authorised Person)

Signature of Mr.....

.....(Designation), is hereby attested.

Signature of the competent authority

Name in Block Letters.....

Designation.....

(Bidders Seal)

**Annexure III**

(Certificate from Chartered Firm in the official pad)

This is to certify that having been examined the audited Balance Sheet & P/L accounts and other records of

M/S .....having its office at .....,

It is certified that M/S ..... have achieved minimum 10% sale of the production / importing of each of the following product(s) in the open market other than NRSMC&H, Government of West Bengal for the year 2017-18, 2018-19 & 2019-20 or 2017-18, 2018-19 & 2019-20

Name of the product(s)

| Sl. No. | Name of the product |
|---------|---------------------|
|         |                     |
|         |                     |
| .....   |                     |

and

It is also certified that Annual Turnover Net of Taxes of the firm for the Financial years 2018-19, 2019-20 & 2020-21 are Rs....., Rs..... & Rs..... respectively (as per P/L accounts & Balance Sheet of the firm submitted) or for the Financial years 2018-19, 2019-20 & 2020-21 are Rs....., Rs..... & Rs..... respectively (as per P/L accounts & Balance Sheet of the firm submitted)

**Signature of the Chartered Firm with Registration No**

Countersigned

Signature of the authorised signatory (bidder)

**Annexure IV(a)**

All out of the state manufacturers/ bidders may have a distributor in this State. If case of proposing appointment of distributor, copy of agreement signed between the bidder and the authorized Distributor as proof be submitted here.

**Annexure IV(b)**

**(Certificate from Chartered Firm in the official pad of CA firm for distributor)**

This is to certify that having been examined the audited Balance Sheet & P/L accounts and other records of M/S .....having its office at .....,

It is also certified that Annual Turnover of the firm for the financial year 2019 to 2020 or 2020-2021 is Rs.....Cr. (as per P & L & Balance Sheet of the firm.)

Signature of the Chartered Accountant with Registration No and Official seal.

Countersigned

Signature of the signatory (distributor)

**Annexure IV(c)**

## Particulars of Distributor

|    |   |   |  |
|----|---|---|--|
| 1  | Name of the Distributor   | : |  |
| 2  | Address of the Distributor for communication  | : |  |
| 3  | Telephone No  | : |  |
| 4  | Mobile no   | : |  |
| 5  | Fax No  | : |  |
| 6  | E mail ID   | : |  |
| 7  | Drug License No.  | : |  |
| 8  | Drug License valid upto   | : |  |
| 9  | Trade License valid upto  | : |  |
| 10 | PAN No.   | : |  |
| 11 | Whether IT Return submitted for the Assessment year 2019-20   | : |  |
| 12 | GST Registration No.  | : |  |
| 13 | GST Returns ( <b>Last Quarter</b> ) for the year 2020-21 (If applicable, if not applicable self declaration is required)    | : | Yes / No   |
| 14 | Annual Turnover for the year : 2019-20 or 2020-21 (As certified by CA firm)   | : | 2019-2020 :- Rs.....<br>Or<br>2020-2021 :- Rs..... |
| 15 | No Conviction certificate from the concerned State Drug Control Authority issued on or after 1 <sup>st</sup> January, 2021. | : | Yes / No   |
| 16 | Whether agreement executed with the parent Vendor.  | : | Yes / No   |

Signature of the authorised signatory (bidder)

**ANNEXURE V**

Affidavit Proforma

(On Non Judicial Paper worth Rs 50.00)

(Sworn before the Notary Public / Judicial Magistrate/Executive Magistrate on or after the date of publication of the Tender Notice)

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:

1. That I have not ever been convicted of any offence making myself liable to be disqualified to supply of Drugs etc. to any Govt. or Govt. undertaking Organization /Institution in the State of West Bengal or other State or States.
2. That no case is pending against me or against my firm in any criminal court of law to supply of Drugs & Chemicals, Lab. Chemicals, Reagents to the Govt. or Govt. undertaking Organization / Institution in the State of West Bengal or other State or States .
3. That my firm is not debarred/blacklisted as a whole or, for any item/items ( quoted in this tender) at present by any Govt. or Govt. undertaking Organization / Institution in the State of West Bengal or other State or States of India.
4. That, I also undertake that I will inform the matter of debarment or blacklisting of any item for any item/items (quoted in this tender), if any by any Govt. or Govt. undertaking Organization / Institution in the State of West Bengal or other State or States of India during the pendency of the tender period to the MSVP,NRSMC&H, Kolkata.
5. That, I also declare that the rate offered of the item(s) quoted is in conformity with the DPCO, GOI norms wherever applicable relating to MRP. I also declare that the quoted rate of the item(s) is less than rate available in the market.
6. 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.
7. 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(s).

Name in Block letters :

Designation :



**Annexure VII**

Prescribed format for Agreement

AGREEMENT FORM FOR DRUG VENDOR

ARTICLES of Agreement made on this \_\_\_\_day of .....(Month),..... 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 Medical Superintendent cum vice principal hereinafter called the MSVP having its office(s) at 138, A J C Bose Road, Kolkata 700 014 ON ONE PART,

AND

M/S ....., having its office at ....., Carrying on business at....., as Manufacturer

(Hereinafter referred to as the ‘VENDOR’ 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 MSVP,NRSMC&H , having expressed intention of preparing rate schedule for procurement of Items for One years from the date of declaration of Award of Contract (AOC) and its extension upto 6 (Six) months (if any) by the NRSMC&H in respect of e tender vide NIT No. .... Dated ..... read with corrigendum notice thereto in the NIC portal vide no <https://wbtenders.gov.in> 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, 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 MSVP, NRSMC&H, the heads of the direct demanding unit of the Department of Health & Family Welfare, Government of West Bengal
3. The Vendor agrees to, according to and in compliance with the orders as may be placed by the MSVP,NRSMCH supply full quantity to the said officer at the rates and within the time limit fixed prescribed in the said order by own arrangements 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.
4. The Vendor agrees that the accepted rates as provided in the accompanying schedule shall hold good throughout the tender period upto 1 years from the date of declaration of AOC as well as for such period for which the tender may be extended unless otherwise revised by Govt. of West Bengal.
5. The 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.

6. The Vendor agrees not to make any representation for deviation from their quoted rates and /or terms and conditions which may cause any delay in supply and will invoke the Penal provisions of this agreement except in conditions of Force Majure wherein in conditions like strikes, war like situation, severe natural calamities, major fires, acts of God the Vendor is unable to carry out his commitment of meeting the terms of this contract.
7. All supplies will have to be completed by door delivery within the time limit as specified in the Tender 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.
8. The selected vendors 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
9. The vendor hereby declares that no case is pending against him and against the company. The vendor also agrees to inform the NRSMC&H about the change in scenario relating to no conviction and non debarment or non blacklisting during the tender period.
10. The vendor agrees that all legal jurisdiction of any unsettled dispute will be subject to the High Court of Kolkata jurisdiction.
11. This contract is valid for one years from the date of declaration of Award (AOC) and its extension thereto.
12. The vendor agrees to comply with other terms and conditions laid down in the NIT document during the tender period and is aware of the provision of timely supply, penalty for late delivery and provision of penalty to be imposed for violating other terms and conditions laid down in the tender document.

APPROVED ITEMS WITH RATE, PERFORMANCE BANK GUARANTEE & GST

| Sn | Cat No | Name of the item | Accounting Unit | Annual Tentative requirement as per Accounting unit | Rate per accounting unit | No. of Performance Bank guarantee | Name of the Bank, Name of the Branch, and IFSC code | % of GST |
|----|--------|------------------|-----------------|---|--------------------------|-----------------------------------|---|----------|
| 1  |        |                  |                 |   |                          |                                   |   |          |
| 2  |        |                  |                 |   |                          |                                   |   |          |
| 3  |        |                  |                 |   |                          |                                   |   |          |
| 4  |        |                  |                 |   |                          |                                   |   |          |
| 5  |        |                  |                 |   |                          |                                   |   |          |

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 :

Signed for and on behalf of the Vendor

by presence of.

1.

2.

Signed for and on behalf of the Governor

Of the State of West Bengal

by presence of.

1

**Annexure VIII**

Prescribed format for Performance Bank Guarantee by the Bank

INDIAN NON JUDICIAL STAMP PAPER OF RS. 100

Bank Guarantee No:

Date:

Expiry Date:

Amount of Bank Guarantee: Rs..... (Rupees.....) only.

To MSVP,  
NRSMC&H  
138, A.J.C Bose road, Kolkata-14.

Whereas.....(name of the firm)..... hereinafter all the supplier as undertaken in pursuance of NIT No ....., dated ..... to supply of the approved items hereinafter called the 'contract'.

And whereas we have agreed to give the supplier a Guarantee.

Therefore, we have affirm that we are the guarantors and responsible to you , on behalf of the supplier up to a total of Rs. ....(Rupees ..... ) only and we undertake to pay you upon your first written demand declaring that supplier to be in default under the contract and without cavil or arguments, any sums within the limit of Rs. ....( Rupees.....) only as aforesaid, without your needing to prove or to show grounds of reasons for demand or the sum specified therein.

The guarantee is valid upto 31st March 2022

Bank Guarantee No. \_\_\_\_\_ date.

Notwithstanding anything contained therein before,

- 1. Our liability under the Bank Guarantee shall not exceed Rs. ....(Rupees ..... ) only
- 2. This Bank Guarantee shall be valid upto.....
- 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 .....( expiry date).

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

FORMAT FOR CHECK LIST in respect of

*"E- TENDER FOR GENERAL DRUGS FOR One YEARS  
FROM THE DATE OF AWARDING CONTRACT*

NIT No. .... Date .....

Name of the Bidder: - \_\_\_\_\_

Full Address of the Bidder: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

E-Mail \_\_\_\_\_ Contact person relating to Bidder & Mob. No. :-  
\_\_\_\_\_

Tendering as: Manufacturer / Direct Importer (Pl strike out which is not applicable)

Status of Manufacture: MSMEs Registered in West Bengal / State based PSU/ State based  
Others/Others Outside WB (Pl strike out which is not applicable)

Average Annual Turn Over Net of Taxes for last 3(three) financial years i.e. for the years 2018-19,  
2019-20 & 2020-21 of the Bidder : : Rs.....

Name of the proposed Distributor, if any :  
with Address & Contact No.  
(For Out-of-state Bidder only)

| Sl. No. | Particulars  | PI mark $\checkmark$ |    | Folder name & Page no |
|---------|--|----------------------|----|-----------------------|
|         |  | Yes                  | No |                       |
| 1.      | Application submitted in Annexure I  | Yes                  | No |                       |
| 2.      | Bidder's Information Sheet in Annexure I(a)  | Yes                  | No |                       |
| 3.      | Authorization letter of signatory from the Company for DSC in Annexure II  | Yes                  | No |                       |
| 4.      | Annexure III ( Certification from Chartered Firm about the % of sale in the open market & Annual Turnover Net of Taxes of the bidder)    | Yes                  | No |                       |
| 5.      | Copy of agreement between the Manufacturer and the Distributor as prescribed, if distributor is proposed to be engaged in Annexure IV(a) | Yes                  | No |                       |
| 6.      | Certificate from CA Firm about the annual Turn Over of the Distributor of the year 2019-20 or 2020-21 in Annexure IV(b)                  | Yes                  | No |                       |
| 7.      | Particular of the Distributor in Annexure IV(c)  | Yes                  | No |                       |
| 8.      | Affidavit for No Conviction from Notary Public/Judicial Magistrate/Executive Magistrate, as per Annexure V                               | Yes                  | No |                       |
| 9.      | Technical Data Sheet in excel sheet as provided  | Yes                  | No |                       |
| 10.     | Copy of PAN Card of the Bidder Company   | Yes                  | No |                       |
| 11.     | GST Registration Certificate   | Yes                  | No |                       |
| 12.     | Certificate of registration/ EM II in respect of domestic MSME within the State of West Bengal   | Yes                  | No |                       |
| 13.     | Trade Licence/ Enlistment Certificate  | Yes                  | No |                       |
| 14.     | Registration with Registrar of Companies   | Yes                  | NO |                       |
| 15.     | BIS Certificate if any   | Yes                  | No |                       |
| 16.     | Drug Licence and its validity document   | Yes                  | No |                       |
| 17.     | Current GMP certification with Schedule M & MIII compliance certificate  | Yes                  | No |                       |
| 18.     | Up-to-date Drug endorsement copy / Import License (F-10) for each item quoted (marked with CMS Cat. No.)                                 | Yes                  | No |                       |
| 19.     | Current GLP certificate  | Yes                  | No |                       |
| 20.     | CLAA Licence with validity   | Yes                  | No |                       |

| Sl. No. | Particulars   | PI mark √ |    | Folder name & Page no |
|---------|---|-----------|----|-----------------------|
|         |   | Yes       | No |                       |
| 21.     | Certificate of Market Standing / Marketing Certificate of the products from the State Drug Control authority for Two years out of last five Fin. Years i.e. with effect from 2015-16 to 2019-2020 | Yes       | No |                       |
| 22.     | Current No-conviction certificate from the Director, Drug Control of the concerned State.   | Yes       | No |                       |
| 23.     | Income Tax Return for the Assessment Year 2019-20   | Yes       | No |                       |
| 25.     | GST Returns ( <b>Last Quarter</b> ) for the year 2020-21 (If applicable, if not applicable self-declaration is required)  | Yes       | No |                       |
| 26.     | Export-Import License with validity and IEC Code(for Direct Importers)  | Yes       | No |                       |
| 27.     | Audited P/L Account& Balance Sheet for the year 2018-19, 2019-20 & 2020-21  | Yes       | No |                       |