



Government of West Bengal  
Directorate of Health Services (E&S)  
Central Medical Stores  
141, A J C Bose Road, Kolkata – 700 014  
Phone No (033) 2265 4418/4417/4419  
E mail : [cmswbhealth@gmail.com](mailto:cmswbhealth@gmail.com)

**NOTICE INVITING E-TENDER FOR PROCUREMENT OF SALT TESTING KITS (STK) FOR  
TWO YEARS FROM THE DATE OF AWARD OF CONTRACT (AOC)**  
(Through Pre-qualification)  
(Submission of Bid through NIC e tender portal)

**NIT No:- HST/4T-47-2021/STK/2021/156**

**Dated : 09-11-2021**

E-tender is hereby invited on behalf of the Health & Family Welfare Department, Government of West Bengal from the *Manufacturers or their marketing organization* to prepare a Rate Schedule for supply of *Salt Testing Kits as per Technical Specifications, given hereunder at Clause No. 6, to be supplied to 12 (twelve) IDD endemic districts and other health units*, Central Medical Stores, District Reserve Stores, under the Health and Family Welfare Department, throughout the State of West Bengal for a period of 2 (two) years from the date of Award of Contract (AOC) and its extension, if required, for a further period of 6 (Six) months,

Earnest money to be submitted for participation in the on-line Tender is Rs. 50,000/- (Rupees Fifty thousand) only per tenderer.

Earnest money is payable in favour of the Assistant 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 in clause no 3.

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

**1. 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. 50,000/- (Rupees Fifty 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. The EMD of the successful bidder(s) will also be refunded on successful execution of Agreement & submission of required Performance Bank Guarantee.

### **5. Time Schedules for the Re- 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 28.

## 6. Technical Specifications & Tentative Annual Requirement :

### A. TECHNICAL SPECIFICATIONS FOR SALT TESTING KITS:

- 1) The Salt Testing Kit should be ready in use, liquid form. Each salt testing kit should have 20 ml testing solution or testing capacity of 75 - 100 samples. Supply should be in plastic screwed cap vial with dropper system and able to dispense one drop at the time for use at community level. It can be stored at ambient temperature and relative humidity (20 - 90%± 10%) in any part of West Bengal.
- 2) Each STK kit contains:
  - (a) 10 ml solution for examination - 2 ample with white caps.
  - (b) 10 ml solution for re-examination - 1 ample with red cap.
  - (c) Colour matching chart – 1 (For 0 ppm, below 15 ppm and above 15 ppm) (if not printed on the pack)
  - (d) 1(one) white cap for Salt Testing.
  - (e) Instruction booklet of use or steps to be followed – 1 (if not printed on the pack)
  - (f) Manufacturer details with production batch & expiry details must be printed on the kit box along with shelf life after opening of the box.
  - (g) All kits should be marked as ‘CMS Procurement in the year (to write year of manufacturing)’, ‘West Bengal Government Supply & Not For Sale’.  
[Solution contains – Sodium thio-Sulphate, Sulphuric Acid (2N), Potassium Iodide (10%), Starch]
- 3) The kit should be able to differentiate:
  - (a) Salt with nil Iodine
  - (b) Salt with inadequate Iodine in the range of 05ppm. to 15 ppm.
  - (c) Salt with adequate levels of Iodine 15 ppm and above.
- 4) The kits should be able to detect iodine levels in the salt from various sources and characteristics e.g. Salts that are alkaline / acidic in nature and with varying Sodium Chloride content in West Bengal.
- 5) The test kit should have been evaluated and validated by at least one International agencies like WHO, UNICEF, MI and / or National Level Laboratories such as National Institute of Nutrition, Hyderabad, National Centre for Disease Control, Delhi; All India Institute of Medical Sciences, New Delhi; All India Institute of Hygiene & Public Health, Kolkata; Central Food Technological Research Institute, Mysore; Indian Council of Medical Research & Council of Scientific and Industrial Research Laboratories. The validation should include tests for the Quality, packaging, ready to use testing (drop-by-drop), stability at various places, *shelf life under sealed condition as well as open condition*, as all these parameters are interlinked. The testing report should be submitted, about all the test parameters including how they vary under different field conditions from the competent authority.
- 6) The shelf life of the Salt Testing Kit should be at least 1(one) year and when the vial is opened it should be active at least 4-6 months.
- 7) Pack size: Each Salt Testing Kit should be independently packed and not more than 10 kits in a bigger package, for the purpose of ease of transportation / distribution.

### B. TENTATIVE ANNUAL REQUIREMENT OF SALT TESTING KITS:

The tentative annual requirement of the Salt Testing Kits for **12 ID** Districts are **241573** Kits & the Procuring Districts are as follows:

- 1) Howrah, 2) Basirhat – HD , 3) North 24 Parganas, 4) Birbhum, 5) Rampurhat-HD, 6) Maldah, 7) Uttar Dinajpur, 8) Dakshin Dinajpur, 9) Darjeeling, 10) Alipurduar, 11) Jalpaiguri, 12) Coochbehar .

But, the number of Procuring Districts/ Units & the no. of STKs may be increased.

**NOTE: Bidders are required to submit documentary proof in support of above quoted specifications and requirements along with their bids.**

## **7. Eligibility for Quoting:**

7.1 Only Manufacturers of the STK or direct Marketing Organization, duly authorised by the Manufacturer of STK, capable of supplying the full quantities as per requirement and having Average Annual Turnover amounting to Rs. 2 Crore for the last three 3 Financial Years for 2017-18, 2018-19 , 2019-20 / 2018-19, 2019-20, 2020-21, as per Audited Accounts (CA certified) of the organization, would be eligible to quote.

MSMEs registered in West Bengal or State PSUs under the Health & Family Welfare Department whose average Turn Over for last 3 (three) financial years i.e. 2017-18, 2018-19 , 2019-20 / 2018-19, 2019-20, 2020-21, as per Audited Accounts (CA Certified) of the Bidder is at least Rs. 1 (One) Crore would also be eligible to participate in the Tender .

7.2 Contract Manufacturers without any authorization from the parent manufacturer are not eligible.

7.3 The Bidder should have manufactured & supplied at least 5000 Salt Testing Kits at least two State Governments in the last 3 (three) financial years with performance report. Performance certificate regarding the production & supply of STK for the last 3 years by any CA Firm shall have to be submitted.

7.4 **Tenderer shall not have a conflict of interest.** Any Tenderer found to have conflict of interest shall be disqualified.

7.5 Any Concern / Company which has been blacklisted by this Govt. Tender Inviting Authority for any reason or blacklisted/debarred by any State Government or Central Government Organization or local, autonomous, Statutory body/ bodies under the control of a State or Central Govt. for any of the above reasons or for the reason of furnishing forged/ fabricated/ false document should not participate in the tender during the period of blacklisting/debarring.

7.6 It would be mandatory for all successful bidders to maintain a Rolling Reserve or Buffer Stock @ 20% of the Tentative Annual Consumption of the items, as mentioned at Clause No 6.B. 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.

## **8. SUBMISSION OF THE TENDERS:**

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

Technical Proposal:

- I. **“BID A” Part I:** - Company Specific Technical Documents (PDF)  
(SINGLE FILE MULTIPLE PAGE SCANNED) The scanned document uploaded should be legible and readable and should not be repetitive. Uploading of illegible scanned document will not be accepted and will stand for rejection of bid.

A	CHECK LIST in the prescribed format.
B	Application in Annexure I
C	Bidders' details in Annexure I (a)
D	Authorization letter of signatory from the Bidder in Annexure II
E	Agreement between the parent Manufacturer/Importer & the direct Marketing Organization, if Bid submitted by the marketing Organization in Annexure II (a).
F	Certification from Chartered Firm regarding for the production & supply of STK for the last 3(three) yeas & Annual Turn Over in Annexure III
G	Copy of agreement between the Bidder & the Distributor in Annexure IV(a).
H	Certification from Chartered Firm regarding Annual Turn Over in Annexure IV(b)
I	Particulars of Trade license/ PAN Card/ IT Return/ GST Regn. /GST Return etc. of the authorized Distributor in Annexure-IV(c)
J	NIT Acceptance in Annexure-V
K	Affidavit on Non Judicial Paper worth Rs 50.00( or above) for Non Conviction & Non debarment/non-blacklisting sworn before the Notary Public on or after the date of publication of the Tender Notice in Annexure VI.

**"BID A" Part II :-**

NON-STATUTORY/ MY DOCUMENTS Containing the following documents:

This folder will be named as 'My Document'.

Serial	Category	Sub Category	Sub Category Description
1.	CERTIFICATES	CERTIFICATES 1	PAN Card of the Bidder Company
		CERTIFICATES 2	GST Registration certificate of the Bidder Company
		CERTIFICATES 3	Certificate of registration/EM II in respect of domestic MSME within the State of West Bengal
2.	COMPANY DETAILS	COMPANY DETAILS 1	Valid Trade Licence / Enlistment Certificate
		COMPANY DETAILS 2	Certificate of Incorporation/ Registration with Register of Companies/Deed of Consortium or Partnership Firm with Registration Certificate
3.	CREDENTIAL	CREDENTIAL 1	Manufacturing License ( if any) with Validity Document in favour of the Manufacturer of STK
		CREDENTIAL 2	Brochure of the product
		CREDENTIAL 3	ISO Certificate (if any)
		CREDENTIAL 4	IEC Certificate(if any)

4.	DECLARATION	DECLARATION 1	Declaration regarding Technical Specification of the STK to be supplied
		DECLARATION 2	Declaration of Quality Certification of the Salt Testing Kit (as applicable)
		DECLARATION 3	Documentary evidence of manufacturing capability of STK
5.	FINANCIAL INFORMATION	PAYMENT CERTIFICATE 1	Income Tax Returns submitted for the Assessment year 2019-20 / 2020-21 GST Returns (any month or. quarter) for the year 2019-20/2020-21 (If applicable, if not applicable self declaration is required)
		PAYMENT CERTIFICATE 2	P/L Account & Balance Sheet for the year either for 2017-18, 2018-19, 2019-20 or 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, Testing Charges etc and exclusive of GST to be quoted. However, L<sub>1</sub> will be determined on base price only without GST.

**NOTE: The rates quoted shall be firm and no variation will be allowed during the period of contract.**

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.

### 9. EVALUATION OF THE TENDERS:

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

The financial bid of that 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.

### 10. APPOINTMENT OF AUTHORISED DISTRIBUTOR:

- a. The out-of-state bidder may supply directly or may supply through their authorized distributor provided they have no Regional Sales Depot /C&F Agent in the State.
- b. Local MSME/local PSU/CPSU/local Bidders are however not allowed to engage Distributors.
- c. If Out-of-state Bidder proposes that order and payment are to be made in the name of the Distributor, such Distributor must be an authorized distributor of the Bidder with minimum annual turnover of Rs. 2 (two) crore for the year 2018-19 or 2019-20.

- d. The Bidder shall have to submit a copy of the agreement signed between the bidder and the Distributor in Annexure IV (a), certificate of annual Turnover from CA firm in Annexure IV (b) & valid documents relating to Trade license/ PAN Card/ IT Return/ GST Regn/GST Return etc. 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 in favour of the authorised C&F agent or local sales depot is necessary for such engagement.
- f. The matter related to Way Bill is the responsibility of the Manufacturer/Direct Importer/authorized distributor/ C&F agent and the procuring authorities will not issue any way bill.
- g. It is, however, made clear that agreement in pursuance of the accepted tenders will be executed only with the Bidder who will be responsible for the supply.

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

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

**12. Item Specification Or. Brochures :**

Self-attested technical specification, duly approved by the concerned Authority or Brochure(s) with highlighting the CMS technical specification for the item quoted by the Bidder should be produced. For imported items, Bidder should produce IEC Certificate.

**13. RATE:**

- a. Rates are to be quoted for items as per the technical specification as per Clause No. 6
- 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 Central Medical Stores, 141, Acharya J.C. Bose Road, Kolkata – 14 or 243, Rabindra Sarani, Kolkata – 700003 and other purchasing health institutions under the Dept. of Health & Family Welfare, Govt. of West Bengal, situated anywhere in the state. Rates quoted in respect of items shall not exceed the controlled price and/ or M.R.P. (maximum retail price) fixed by DPCO, GOI wherever it is applicable.
- c. Rates 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.

#### **14. 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 approved products will be placed with the successful bidders after the execution of the agreements in phases as and when required by the procuring authorities of different Health units under the department of H&FW, WB. 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 stipulated time period mentioned below:
- 100% supply to be ensured within 45 (forty five) days from the date of order in the Store Management Information System (SMIS) from the procuring units.
  - If not Supplied within 45 days, a Penalty @ 0.3% on the ordered value of entire goods per day beyond 45 days will be imposed upto 60 days from the the date of order.
- IV. NO RELAXATION ON ANY ACCOUNT WILL BE ALLOWED FOR CONDONING DELAYED SUPPLIES. In addition to physical order, the selected Bidder would have access to the Vendors' Portal from which, the procurement order, Goods Received Notes (GRN) and Bill Status can be seen on line & downloaded. The order generated out of Vendors' portal will have the same meaning and strength that of physical order.
- V. The supplier shall, after supply of drugs at the specified destinations, submit Invoice (Original) with test certificate of each batch tested in in-house testing laboratory and other relevant documents, at the Office while claiming payment for the supply made.
- VI. 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.
- VII. All the goods and related services to be supplied under the Contract may have their origin in any country.  
For purposes of this Clause, the term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.



## **15. LABELING:**

**Labeling of the KITs should be complied with all provisions the existing Govt. Rules.** All supplies of articles 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 Kits.
- b. Manufacturing date.
- c. Expiry Date.
- d. Name & address of Manufacturers / Importer.
- e. Manufacturing License Number / Import License No.
- f. Batch Number

The KIT label & carton should invariably marked with:  
'W B. GOVT SUPPLY. NOT FOR SALE'

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

**The MRP and Trade Name will not be allowed to be printed in any pack.** This will lead to cancellation of candidature straightaway. For Imported items, trade name may be allowed in addition to the generic name.

Any information like Manufacturer's Name & Address is strictly prohibited to be inscribed/ printed in any part of the wall of the bottle and Cork.

## **16. MANUFACTURING AND PACKAGING:**

a) Packing of STKs should be done as per existing Rules.

- 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) No corrugated box with contents should weigh more than 15 kg
- iv) No box should contain mixed products or mixed batches of the same product.
- v) 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.

## **17. TESTING OF KITS:**

- (a) Every batch of Salt Testing Kits should contain test report as evaluated and validated by at least one International agencies like WHO, UNICEF, MI and / or National Level Laboratories such as National Institute of Nutrition, Hyderabad, National Centre for Disease Control, Delhi; All India Institute of Medical Sciences, New Delhi; All India Institute of Hygiene & Public Health, Kolkata; Central Food Technological Research Institute, Mysore; Indian Council of Medical Research & Council of Scientific and Industrial Research Laboratories. The validation should include tests for the Quality, packaging, ready to use testing (drop-by-drop), stability at various places, shelf life under sealed condition as well as open condition, as all these parameters are interlinked. The

testing laboratory should submit a detailed report about all the test parameters including how they vary under different field conditions.

- (b) In addition, the Dy. Director of Health Services (E&S), West Bengal will be at liberty to get the drugs tested at empanelled laboratory. Such testing will be in addition to tests that may be done by any authority exercising statutory powers of testing.
- (c) In case a Kit is found to be spurious, mislabeled, misbranded, sub-standard, recycled or a combination of any of these on first verification by the authority concerned, the sample will be sent to concerned Higher authority for statutory examination and taking further penal action as per Rules.
- (d) 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.
- (e) The cost of procurement of such non-standard drugs or defective batch(s) will not be paid or be deducted from the security deposit and/or from the pending bills of that supplier for that item or other item or from the performance bank guarantee. Before processing the bill, the Accounts section will be entrusted to look into the result of the quality test done from the end of CMS.

#### **18. WITHDRAWAL /CANCELLATION & PURCHASE POLICY OF TENDERING AUTHORITY:**

##### **A) Acceptance /Rejection of bids:**

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

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

- i) The tendering authority reserves the right to reject or accept any tender or part thereof at any stage or to split any tender without assigning any reason. Withdrawal of tender or any revision after submission of tender by the Bidder will not be allowed.
- ii) The tendering authority reserves the right to accept or reject any tender, in part or in full, without assigning any reason.
- iii) Purchase will, however be made following the existing purchase policy of the Govt of West Bengal and its amendment(s) made from time to time. The purchase policy of the State Government as provided in the West Bengal Financial Rules, the policy of price preference in particular incorporated under Notification No. 10500-F dated 19.11.04 should be observed in considering the tenders.
- iv) The tendering authority reserves the right to purchase any item of the Catalogue at the approved rate from any outsider (Non- Bidder) during the tender period in case of emergency, if the bidder fails to supply such items on short notice,
- v) The tendering authority reserves the right to procure any item, of the tender directly from a state/ Central Govt. undertaking even if a tender for the same has been offered/ accepted.

#### **19.NO- CONVICTION CERTIFICATE:**

The Bidder will have to submit an affidavit in the prescribed Pro-forma (Annexure-VI), attached herewith from Notary Public/ Judicial Magistrate /Executive Magistrate issued on or after the date of publication of the tender notice.

#### **20. PENALTY CLAUSE:**

IT SHOULD BE REALISED BY ALL THE BIDDERS THAT THERE CAN BE NO RELAXATION IN THE QUALITY AND TIMELY SUPPLY OF THE ITEMS UNDER ANY CIRCUMSTANCES, AS THIS WOULD SERIOUSLY & ADVERSELY AFFECT PATIENT CARE SERVICES. BIDDERS ARE THEREFORE ADVISED TO CAREFULLY ASSESS THEIR MANUFACTURING ABILITY AND CAPABILITY FOR ENSURING TIMELY SUPPLY OF THE ASSURED QUANTITIES AS PROVIDED IN TABLE 1 BELOW, PRIOR TO PARTICIPATING IN THIS TENDER.

- A) In case of supply of the sub-standard items found in the quality test as per quality assurance norms, the defective batch / batches determined by the appropriate authority will not to be replaced to the Bidder. The batch will be destroyed in the presence of the representative of the Bidder after Statutory test. The payment of the defective batches will not be made to the supplier or if paid in the meantime, is to be deducted from the pending bills of the bidder or from performance bank guarantee.
- B) In addition to rejection of the supply, the Dy. Director of Health Services (E&S) W.B and the heads of direct demanding units will have the right to cancel the supply order wholly or in part, to forfeit security deposit and to recover the loss, if any, of the Govt. by making deductions from any pending claim of the supplier/ Security Deposit or Performance Bank Guarantee, as may be deemed fit.
- C) Debarment from participation in next tender processes of the Health & Family Welfare Department: The Tender Selection Committee reserves the right to declare a firm/ Company blacklisted for 3(three) years due to the following reasons:

If the supplier:

- i) Withdraws from agreement after achieving the “Lowest Quoted Bidder”
- ii) For supply of non-standard item or items as per quality test within tender period as determined by the testing of the item by CMS/Tender Selection Committee in respect of particular item(s) only.
- iii) In consequence of submission of false or fabricated documents by any firm/ company for participating in the tender, if proved later on.
- iv) Quoting absurdly high or low rate in the opinion of Central Medical Stores/Tender Selection Committee, with the intention to vitiate the tender process. The assessment of too low or too high will be made by a team of Health officials in the context of NPPA norms or any other norms under Govt.
- v) Supply of items with short expiry dates for less than two years, if not otherwise permitted.
- vi) Unwilling to accept the tender conditionality in respect of selection of item or items at any stage of the tender period.
- vii) 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.
- viii) 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
- ix) Performance Bank Guarantee of the approved vendor may be forfeited when the approved bidder fails to supply the required quantity of the Salt Testing Kits to the health units under the department of H&FW, which causes crisis of the Kits, 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 H&FW Department will have the right to inspect the manufacturing unit of the bidder before accepting the rates quoted by them or at any point of time during continuance of the tender and the Department will also have the right to reject tender or terminate/ cancel the purchase order(s).

- D) Financial Penalties for deficiencies in services/supplies during the period of the tender and its subsequent extensions :
- i) The Bidder should supply full quantity of the any material of any order in one consignment. After supplying one consignment the order for the material will be closed in SMIS automatically.
  - ii) In respect of all consignment stipulated period will be as stated in clause no 14.III.
  - iii) The order generated out of SMIS will carry the same status that of signed order.
  - iv) At least 80 % of the total order quantity of any material may be supplied in one consignment. After supplying one consignment the order will be closed in SMIS automatically. The penalty provision are as follows:
    - a) If the Bidder supplies full or partial quantity of any material of any order in one consignment within stipulated period as per Clause no. 14.III, then there will be no penalty.
    - b) If the Bidder supplies full or partial quantity of any material of any order in one consignment after stipulated period of placing order i.e. 45 days but within the 60<sup>th</sup> day then 0.3% of the basic cost of the order value ( Rate X Quantity) will be deducted from the existing bills of the supplier per day's delay.

- 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 provision of penalty is system-generated and cannot be waived in any case.
- vii) However, H&FW Dept reserves the right to accept late supply/late GRN beyond 60 days in case to case basis on proper merit or ground with or without penalty charges after satisfying that the delay is beyond the control of the Bidder.
- viii) 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.
- ix) Dept. of H&FW, WB reserves the right to increase or decrease the quantity of goods and related services originally specified, Schedule of Requirements, provided this does not exceed 40 % (Forty percent) above or 20% (Twenty percent) below the original required quantity and without any change in the unit prices or other terms and conditions of the Bid Documents.
- x) Where more than one batch is supplied under an invoice, the quantity supplied under each batch shall be stated in the Invoice.

### **21. APPEAL:**

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

### **22. 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:

- i. 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
- iv. Black listing from all Departmental tenders (called by the CMS or others) of the Bidder, the Principals of the firm(s) and the concerned distributor(s) for a period of three years.

### **23. AGREEMENT:**

On a tender being accepted, intimation of acceptance will be forwarded through departmental website by the Dy. Director of Health Services (E&S) W.B. After communication of the same, the Bidder will have to execute agreement in the prescribed form along with submission of requisite amount of performance Bank Guarantee with the Dy. Director of Health Services (E&S) W.B., within 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 CMS or others) of the Bidder, the Principals of the firm(s) for a period of three years.

#### **24. VALIDITY PERIOD OF AGREEMENT:**

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

#### **25. PERFORMANCE BANK GUARANTEE:**

- 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 Guarantee @ 3% [ as F.D. Rule No. 201-F(Y) dated 18.01.2021 ] of quoted base rate of the product multiplied by the tentative requirement for 2(Two) years per item for which the Bidder has been selected as supplier subject to a minimum of Rs 30,000 and maximum Rs 20.00 (twenty) lakhs per item. Validity of Performance Bank Guarantee should be up to 31<sup>th</sup> December, 2024.
- 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 Dy. Director of Health Services (E&S), 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 ICICI 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 23 above.

#### **26. INSPECTION:**

The competent authority may visit any factory at any day at any reasonable time in a regular basis for inspection. Physical inspection may follow to adjudge its production capability and assured supply and take decision accordingly for L<sub>1</sub> status.

#### **27. 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 25 and subject to penalty clause in terms of Clauses 20 to 22.
- 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.

**28. Dates & Information:**

Sn	Items	Publishing date(s)
1.	Date of uploading of N.I.T. Documents in the Re e tender portal of NIC : <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>	09-11-2021
2.	Date of hoisting of documents in the tender menu of H&FW Departmental website ( <a href="http://www.wbhealth.gov.in">www.wbhealth.gov.in</a> )	09-11-2021
3.	Documents download (online)	09-11-2021
4.	Proposal regarding any amendment/correction of T&C or Items (if any) may be submitted to email : <a href="mailto:cmswbhealth@gmail.com">cmswbhealth@gmail.com</a> .	16-11-2021 at 12:00 noon
5.	Bid Submission Start Date(on line)	18-11-2021 from 06:00 p.m.
6.	Bid Submission Closing Date (Online) :	06-12-2021 up to 06:00 p.m.
7.	Bid Opening Date (Online)- Technical BID :	07-12-2021 from 10:00 a.m.
8	Date of uploading of item wise bid summary notice (online)	To be notified in the website: <a href="http://www.wbhealth.gov.in">www.wbhealth.gov.in</a>
9.	Date of opening of financial Bid	
10.	Date of uploading of list of bidders along with the approved Rate	

**\*\* Please upload the BOQ, as downloaded on and from 18-11-2021 after 06:00 PM.**

**29.** 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.

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


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

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

**33.** In the event of any question or dispute arising under this Agreement or the conditions of any special conditions or anything otherwise relating to this Agreement or any clause thereof, the

decision of the Director of Health Services, West Bengal in consultation with the Health & Family Welfare Department, Govt. of West Bengal, will be considered final and binding on both the Parties.

34. All legal jurisdiction of any unsettled dispute will be subject to the High Court of Kolkata jurisdiction.
35. A HELP DESK is set up in the office of the Deputy Director of Health Services (E&S), Central Medical stores, 141, A J C Bose Road, Kolkata – 700 014 to help and guide the prospective bidders about their registration, holding of Digital Signature Card and allied matter. Prospective bidders may contact personally or over phone vide phone no (033) 2265-4417, 4418, or mail their queries to [emswbhealth@gmail.com](mailto:emswbhealth@gmail.com).
36. The Tender Selection Committee reserves to right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

  
Deputy Director of Health Services (E&S), WB  
Central Medical Stores,  
141, A J C Bose Road, Kolkata 700 014

AB  
09/11/21



**FORMAT FOR CHECK LIST IN RESPECT OF**  
**“E-TENDER FOR PROCUREMENT OF SALT TESTING KITS (STKs)”**  
**FOR TWO 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: MSEs 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 2017-18, 2018-19 , 2019-20 or 2018-19, 2019-20 , 2020-21 of the Bidder : Rs..... (Strike out which is not applicable)

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

Sl. No.	Particulars	Whether submitted Pl mark Yes or No		Folder name & Page no
1.	Application in Annexure I			
2.	Bidder's Information Sheet in Annexure I(a)			
3	Authorization letter of signatory from the Company for DSC in Annexure II			
4.	Agreement between the parent Manufacturer/Importer & the direct Marketing Organization, if Bid submitted by the marketing Organization in Annexure II (a)			
5.	Annexure III (Certificate from Chartered Firm regarding Average Annual Turn Over and Performance regarding the production & supply of STK for for last 3 (three) financial years i.e. 2017-18, 2018-19 , 2019-20 / 2018-19, 2019-20 , 2020-21 )			
6.	Copy of agreement between the Bidder and the authorised Distributors as prescribed, if distributor is proposed to be engaged in Annexure IV(a)			

Sl. No.	Particulars	Whether submitted		Folder name & Page no
		Pl mark	Yes or No	
7.	Certificate from CA Firm about the annual Turn Over of the Distributor of the year 2019-20 or 2020-21 in Annexure IV(b)			
8.	Particular of the Distributor in Annexure IV(c)			
9.	NIT Acceptance in Annexure V			
10.	Affidavit for No Conviction from Notary Public/Judicial Magistrate/Executive Magistrate, as per Annexure VI			
11.	Copy of PAN Card of the Bidder Company			
12.	GST Registration Certificate of the Bidder Company			
13.	Certificate of registration/ EM II in respect of domestic MSME within the State of West Bengal			
14.	Trade Licence/ Enlistment Certificate			
15	Certificate of Incorporation/ Registration with Register of Companies/Deed of Consortium or Partnership Firm with Registration Certificate			
15.	Manufacturing License ( if any) with Validity Document in favour of the Manufacturer of STK			
16.	Brochure of the product			
17.	Current ISO certificate (if any)			
18.	Declaration regarding Technical Specification of the STK to be supplied			
19.	Declaration of Quality Certification of the Salt Testing Kit (as applicable)			
20.	Documentary evidence of manufacturing capability of STK			
21.	Income Tax Return for the Assessment Year 2019-20/2020-21/2021-22.			
22.	GST Returns ( <b>any month or quarter</b> ) for the year 2019-20/2020-21 (If applicable). (If not applicable self declaration is required)			
23.	P/L Account& Balance Sheet for the year 2017-18, 2018-19 , 2019-20 or 2018-19, 2019-20 , 2020-21.			

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

Sub: “ **E-TENDER FOR PROCUREMENT OF SALT TESTING KITS (STKs)**”

Ref: - DDHS (E&S) 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 / have not manufactured/ imported and supplied (strike out whichever is not applicable) manufactured/imported & supplied minimum of 500 Salt Testing Kits to at least (01) one State Government for the year 2017-18, 2018-19, 2010-20 or 2018-19, 2019-20 , 2020-21. 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 10 of 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.....  
.....Mobile 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. In the event of being selected, I will make the supply within the stipulated period excepting the condition which is beyond our control.
- 8. We understand that:
  - (a) Tender Selection Committee/ H&FW Dept can amend the scope & value of the contract bid under this project.
  - (b) Tender Selection Committee/ H&FW Dept reserves the right to reject any application without assigning any reason.

Date :-

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

Contact no :

(seal)

Mobile : E mail address :

**Annexure 1(a)**  
**PARTICULARS OF BIDDER**

1	Name of the Bidder Company	:	
2	Tendering as :	:	Manufacturer/ Direct Importer (Pl strike out whichever is not applicable)
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 applicant including title  
and capacity in which application is made.*

Contact no :

(seal)

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.....

Seal

**Annexure II(a)**

Agreement between the parent Manufacturer/Importer & the direct Marketing Organization, if Bid submitted by the marketing Organization, as proof be submitted here.

Annexure III

(Certificate from Chartered Firm in the official pad)

- 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 manufactured/imported & supplied minimum of 500 Salt Testing Kits to at least (01) one State Government for the year 2017-18, 2018-19 , 2019-20 or 2018-19, 2019-20 , 2020-21.

Manufacturing/ importing Capacity & Supply status:

Fin. Year	Total no. of STKs manufactured/ imported	No. of STKs , supplied to the Govt Institute	Name of the Govt. Institute

- It is certified that Annual Turnover Net of Taxes of the firm for the Financial years 2017-18, 2018-19 & 2019-20 are Rs.....Cr., Rs.....Cr. & Rs.....Cr. respectively (as per P/L accounts & Balance Sheet of the firm submitted) or for the Financial years 2017-18, 2018-19 & 2019-20 are Rs.....Cr., Rs.....Cr. & Rs.....Cr. respectively (as per P/L accounts & Balance Sheet of the firm submitted)

**Signature of the Chartered Firm with Registration No & UDIN 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. In 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 2019-20 or 2020-21 is Rs.....Cr. (as per P & L & Balance Sheet of the firm.)

**Signature of the Chartered Accountant with Registration No, Official seal & UDIN no.**

Countersigned

Signature of the signatory (distributor)

Annexure IV(c)  
PARTICULARS OF DISTRIBUTOR

REF. NIT NO.....

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	Name & Mobile No. of Contract No.	:	
8	Trade License No.	:	
9	License valid upto	:	
10	PAN No.	:	
11	Whether IT Return submitted for the Assessment year 2019-20/2020-21	:	
12	GST Registration No.	:	
13	GST Returns ( <b>any month or. quarter</b> ) for the year 2019-20/2020-21 (If applicable, if not applicable self declaration is required)	:	
14	Annual Turnover for the year :2019-20/2020-21 (As certified by CA firm)	:	2019-20:- Rs..... Or 2020-21 :- Rs.....
15	No Conviction certificate from the concerned State Drug Control Authority issued on or after 1 <sup>st</sup> January, 2021	:	
16	Whether agreement executed with the parent Vendor.	:	Yes / No

Signature of the authorised signatory (bidder)

ANNEXURE V

**NIT Acceptance Form**

CERTIFIED THAT ALL THE TERMS AND CONDITIONS OF THE NIT (*MENTION NIT NO.*) AND ITS AMENDMENTS AND ADDENDUM THERETO ARE READ AND ACCEPTED WITHOUT ANY MODIFICATION OR CONDITION(S).

Authorized Signatory  
Company Seal

---

*Note: Technical evaluation of the bid will be taken up only after scrutiny of Annexure V (NIT Acceptance Form) duly notarized.*

ANNEXURE VI

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).....

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/ Kits 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 Kits , 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 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 DDHS (E&S), Central Medical Stores, Kolkata.
5. That, I also declare that the rate offered of the item(s) quoted is in conformity with the Govt. 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

INDIAN NON JUDICIAL STAMP PAPER OF RS. 100

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 Deputy Director of Health Services (Equipment & Stores) hereinafter called the DDHS (E&S) having its office(s) at 141, A J C Bose Road, Kolkata 700 014 ON ONE PART,

AND

M/S ....., having its office at ....., Carrying on business at....., as Manufacturer/ Direct Importer / Direct Marketing Organization. (strike out which is not applicable)

(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 Dy. Director of Health Services (E&S), having expressed intention of preparing rate schedule for procurement of approved Kits/ Items for two years from the date of declaration of Award of Contract (AOC) and its extension upto 6 (Six) months (if any) by the health facilities across the State upto the level of DRS in respect of Re e tender vide NIT No. .... Dated ..... read with corrigendum notice thereto in the NIC portal vide no <https://wbenders.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 Dy Director of Health Services (E&S), the heads of the direct demanding units or the Department of Health & Family Welfare, Government of West Bengal upto the level of District Hospital/ CMOH, unless otherwise specified.
3. The Vendor agrees to, according to and in compliance with the orders as may be placed by the Deputy Director of Health Services (E&S), West Bengal District Hospitals/DRS/CMOHs or other purchasing units 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 2 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 may comply with BAR coding in the secondary and Tertiary packing, Labelling,
10. The vendor hereby declares that no case is pending against him and against the company. The vendor also agrees to inform the Central Medical Stores about the change in scenario relating to no conviction and non debarment or non blacklisting during the tender period.
11. The vendor agrees that all legal jurisdiction of any unsettled dispute will be subject to the High Court of Kolkata jurisdiction.
12. This contract is valid for two years from the date of declaration of Award (AOC) and its extension thereto.
13. 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**

Name of the item	Acc. Unit	Annual Tentative requirement as per Accounting unit	Rate per Acc. Unit	Bank Guarantee Amount per item (3% of quoted base rate of the product X the annual tentative requirement X 2)	No. of Performance Bank guarantee	Name of the Bank, Name of the Branch, and IFSC code	% of GST

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 The Dy Director Health Services (E&S), West Bengal,  
Central Medical Stores  
141, 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.

Beneficiary Account Details :

- a. Account Name : WB Pooling Account for Performance Bank Guarantee
- b. Account No 000605030134
- c. IFSC Code ICIC0000006
- d. MICR Code 70229002
- e. Branch Address ICICI Bank, 22, R. N. Mukherjee Road,Kolkata-700001

**The guarantee is valid upto 31st December 2024**

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

## **IMPORTANT INFORMATION ABOUT ONLINE TENDERING**

### **1<sup>st</sup> Step.:**                    **SEARCHING THE TENDER**

- After Login on wbtenders.gov.in with DSC ,click on Search Active Tenders
- In keyword write CMS or Tender memo. no. as reference no. on NIC website.

### **2<sup>nd</sup> Step.:**                    **DOWNLOADING THE TENDER DOCUMENTS**

- After searching the particular tender you will find NIT & BOQ , click on those to download and save the documents.
  - While downloading the BOQ please do not change the name of the BOQ and quote as per the exact Accounting Unit, as mentioned in the Items list under Table-I.

### **3<sup>rd</sup> Step:**                    **REGARDING 'MY DOCUMENTS'**

- First upload all the My Documents before starting the Bid Submission process.
  - While starting the Bid submission process an option will arise “Whether EMD Exempted or Not”; after that you will find an option “Do you want to submit other Important documents”.
  - Here click on YES to submit the ‘MY DOCUMENTS’ and then tick mark the check boxes to tag those documents in that particular tender.
    - Then you have to tick the items you want to submit Bid.
      - This process will be carried out in each and every GROUP that you are participating.

### **4<sup>th</sup> Step:**                    **REGARDING 'BOQ'**

- While first opening the BOQ there is an option at top of the rows as “Security warning Macros have been disabled” Click on options
  - Select “Enable the content” then OK.  
This will provide you the Total in Words

### **5<sup>th</sup> Step:**                    **Submission Of EMD through Bid Submission Process**

After selecting the option as “Whether EMD Exempted or Not”, the screen would display two options. Either you can proceed for “Pay Online” option on the left-hand side or “Submit OID” option on the right-hand side. After submitting the OID, Click “Encrypt & Upload” which will lead you towards submission of Technical and Financial Bids.