



Government of West Bengal
Office of the Deputy Director of Health Services (E&S)
Central Medical Stores
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**NOTICE INVITING E TENDER (1st Call) FOR PROCUREMENT OF FEW ESSENTIAL
DRUG ITEMS FOR TWO YEARS FROM THE DATE OF AWARD OF CONTRACT**
(Through Pre-qualification)
(Submission of Bid through NIC e tender portal)

NIT No:-HST/4T-58-2022/FED/2022/200

Dated: 20-05-2022

E-tender is hereby invited on behalf of the Health & Family Welfare Department, Government of West Bengal to prepare a Rate Schedule of supply of the Drugs as listed in Table A below for a period of **2 (two) years from the date of issuance of 1st Approval Notice / Award of Contract (AOC) and its extension**, if required, for a further period of 6 (Six) months, to the Central Medical Stores, District Reserve Stores, Medical Colleges & Hospitals, District and Sub District level Hospitals and other Direct Purchasing Health Units under the Health and Family Welfare Department, throughout the State of West Bengal.

The Drugs under Table-A of this Bid Document. **Earnest money to be submitted for participation in the on-line Tender is Rs. 2,00,000/- (two lakh) only.**

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, which has its manufacturing unit(s) in this state, 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 & 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 2,00,000(two lakh only)for the items under Table –A 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.

EMD will also be refunded to the successful bidder(s) on submission of prayer for refund in prescribed proforma after successful execution of Agreement & submission of required Performance Bank Guarantee, as enumerated at Clause No. **27-29**.

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 32.

6. Eligibility for Quoting:

Only Manufacturers or Direct Importers 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. This would be assessed on the basis of their Financial Performance for the last 3 Financial Years i.e. either 2017-18, 2018-19 ,2019-20 or 2018-19, 2019-20 , 2020-21 .

- a. Distributors/ Agents/ Contract Manufacturers are not eligible.
- b. The item-wise tentative annual requirement of each of the drugs, based on the consumption pattern in the previous year have been furnished in Table-A
- c. If any item offered by the bidder is manufactured in more than one factory, the valid drug licenses, GMP/ WHO-GMP, GLP, NO Conviction Certificate of all such manufacturing units shall have to be submitted.

All Licenses/ certificates should be valid on the date of submission of tender. (If validity period is not mentioned in the License/cert., it will be treated as one yr. Validity for GMP and 2 yrs. Validity for WHO GMP from the date of issue of certificate.)

- d. 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 in case of pending prosecution processes, the bidder shall have to give declaration in 'Annexure VI' and after the final decision of the Legal Authority, the verdict of the case should be brought to the notice of the Tender inviting authority immediately, where the bidder is selected for supply.
- e. Bidder shall have at least 2 (two) years out of last five years i.e. 2016-17 to 2020-21 Market Standing Certificate/as a manufacturer for each drug quoted in the tender to be issued by the respective State Drug Licensing Authority.
- f. The requirement of Market Standing Certificate may be relaxed for State based local MSMEs or State based Company for the Drug License/ Drug Endorsement obtained during 2015 or thereafter.
- g. Direct Importers shall have to submit Marketing / Market Standing Certificate for 2 (two) years out of last five years i.e. 2016-17 to 2020-21 from the respective State Drug Control Authority.
- h. LOAN LICENCE- No drug manufactured under a Loan License will be accepted. But, in case of few life savings and essential items, Loan License may be allowed subject to the approval of Tender Selection Committee/H&FW Dept.
- i. Marketing certificate may be exempted for New Drugs as defined under the definition of Rule 2(w) of New Drugs and Clinical Trials Rules, 2019 except sub clause in Drug & Cosmetics Rules, 1945 except explanation made therein sub clause (iv) & (v) of the said rules. The concerned bidder should submit certification from the respective DCGI/State Drug Control office to the effect for exemption.

Market Standing Certificate (MSC) for two Years is exempted for the items of which Patent period have been expired during last two financial years and documents related for exemption to be submitted by the Bidder.

- j. 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.
- k. The bidder should hold valid GLP (Good Laboratory Practice) Certificate issued by the licensing authority, if the products under the GLP Certification norms

as regulated by Govt. agencies. 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 products as well as for non-drug items.

- l. The presently enlisted CMS Vendors should submit a declaration in Annexure V confirming that they have supplied (GRN made) to the extent of 75% or above of the ordered value for each item allotted to them for the period from 01/04/2021 to 31/03/2022 limited to the requirement for that period, based on annual requirement for the items published in the different e tenders. The achievement of at least 75% supply on the reference date would be verified against a system generated statement from Store Management Information System (SMIS).
- m. Technical bid would not be evaluated for the existing vendors unless it is confirmed that at least 75% supply has been made for each of the items awarded in the last tender as per clause 'l' above and the required declaration is submitted as per Annexure V.
- n. The bidder must not have been convicted under the Drugs and Cosmetics Act and/or any other law and no prosecution should be in progress or pending against the licensee and the license of the firm shall not have been cancelled or suspended for non-compliance of any of the provisions of the Drugs and Cosmetics Act 1940 and the rules there under. The bidder shall submit a non-conviction certificate in respect of the drugs against which bids have been offered, issued on or after the **1st day of January, 2022** by the concerned Drug Control authority. If prosecution process against any bidder is currently pending, the bidder shall have to give declaration to that effect in 'Annexure – VI'.
- o. Tender should not be submitted for the product /products which has/have been blacklisted/debarred by any other State/Central Government's organization or local, autonomous, Statutory body/bodies under the control of a State or Central Govt., for reason of quality non compliances, major violations of the Drugs and Cosmetics Act and Rules or in the event of non-supply.
- p. Any Concern / Company which has been blacklisted by this 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.

- q. Where a product(s)/ supplier is blacklisted in any other state or by a central Government agency or local, autonomous, Statutory body/ bodies under the control of a State or Central Govt. for situations as detailed above after the submission /opening of the bid /award of contract, the product(s)/bidder will be liable for blacklisting/rejection/ termination/cancellation of contract/ purchase order etc. The product(s)/bidder will also be liable for such action in the event of any conviction under the Drug and Cosmetics Act at any stage after submission/ opening of bid.
- r. Bidder should declare the **production capacity** and also **sparable capacity** for the Dept. of Health & Family Welfare, Govt. of West Bengal of the item(s) bidding for. The bidder is allowed to participate in the bid only for those item(s) where the Sparable Capacity for the item(s) is more than **60% of the estimated annual requirement** as mentioned in the tender document. For that effect, Bidders intending to bid for any item(s) under procurement shall ensure:
1. The manufacturer has minimum annual production capacity of 100% of the estimated annual requirement & annual sparable capacity for the Dept. of Health & Family Welfare, Govt. of West Bengal of at least 60% of the estimated annual requirement.
 2. For importing any item, the Bidder has certification from the parent manufacturer about at least 80 % sparable capacity of the estimated annual requirement for the Dept. of H&FW, WB.

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

- I. The Bidders who were declared L₁ in the tenders floated by CMS in 2018-19 , 2019-20 and 2020-21 but failed to execute the agreement, and/or
- II. 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 either 2017-18, 2018-19 , 2019-20 or 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 up to 2 (two) items | Rs. 10 Crores |
| (b) | Bidders intending to supply of more than 2 items | Additional Rs. 2 Crore per item |

Average Annual Turn Over Requirement **is exempted for State based registered MSEs** but for the **registered State PSUs under the Dept. of H & F.W.**, the required minimum Average Annual Turn Over for the last three Financial Years. i.e. for the year either 2017-18, 2018-19 , 2019-20 or 2018-19, 2019-20 , 2020-21 to participate in the tender is **Rs. 2 Cr. for supply up to 2 items & additional Rs.0.50 Cr. per item for intending to bid for more than 2 items.**

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.

| | |
|---|--|
| A | Certificate of registration/EM II in respect of domestic MSE within the State of West Bengal or MSE in any state in India. |
| B | CHECK LIST in the prescribed format. |
| C | Application in Annexure I |
| D | Bidders' details in Annexure I (a) |
| E | Declaration on Manufacturing Capacity (in Non-Judicial Stamp paper) in Annexure I (b) |
| F | Authorization letter of signatory from Company in Annexure II |
| G | Certification from Chartered Firm about 10% sale in the open market & Annual Turn over Net of Taxes for the last 3(three) yeas in Annexure III |

| | |
|---|---|
| H | Copy of agreement between the out-of-state Manufacturer and the Distributor, if any in Annexure IV (a). |
| I | Annual Turn Over of the Distributor, if any, to be certified by CA firm which should not be less than 2 (two) crore for the year 2019-20 or 2020-21 in Annexure IV(b) |
| J | Drug license, Trade License, Last year IT Return, GST Return, No Conviction Certificate , etc. in respect of Distributor, if any in Annexure IV(c). |
| K | Declaration from existing CMS approved drug Bidders in Annexure V |
| L | 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 VI. |
| M | i) Drug endorsement list for each item quoted (The item should be marked/highlighted with marker pen mentioning therein the CMS Cat No for each particular item). ii) Valid BIS certificate for the Items under I.S. specification. |
| N | Import Licence (Form 10) for Imported Item(s). (The item should be marked/highlighted mentioning therein the CMS Cat No for each particular item) |
| O | Market Standing / Marketing Certificate of the product or products for at least 2 (two) years out of last 5(five) Financial Years, i.e. w.e.f 2016-17 to 2020-21 related to Drug License, issued from the concerned State Drug Control Authority for Manufacturer (The item should be marked/highlighted mentioning therein the CMS Cat No for each item) |
| P | Market Standing / Marketing Certificate of the product or products for at least 2(Two) years out of last 5(five) Financial Years, i.e. w.e.f. 2016-17 to 2020-21 for Importer (The item should be marked/highlighted with marker pen mentioning therein the CMS Cat No for each item) |
| Q | Certificate from DCGI/State Drug Control office for exemption of Market Standing / Marketing certificate for New drug as explained in rule 122E of Drug and Cosmetics rules, 1945 except explanation made therein in clause (i) of the said rule |
| R | License from CLAA with validity & product approval Documents for manufacturer |

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| T | In case of the item(s) solely manufactured by the sole manufacturer in India or. imported in India by the sole importer, the bidders are requested to upload the related Proprietary Article Certificate(s), issued from the concerned Issuing Authority and / or declaration from the parent manufacturer along with an Affidavit as per given proforma in Annexure VI (b), sworn before the 1 st Class Judicial /Executive Magistrate in order to finalize the item(s) as per Finance Dept. guidelines. |
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"BID A" Part II :-

Technical Data Sheet (In Excel Sheet as provided)

II. NON-STATUTORY/ MY DOCUMENTS Containing the following documents:

This folder will be named as 'My Document'.

| Serial | Category | Sub Category | Sub Category Description |
|--------|-----------------------|-----------------------|---|
| A | Certificates | Certificates | PAN Card of the Bidder Company |
| | | | GST Registration certificate of the Bidder Company |
| B. | COMPANY DETAILS | COMPANY DETAILS | Valid Trade Licence/Enlistment Certificate |
| | | | Certificate of Incorporation/ Registration with Register of Companies/Deed of Consortium or Partnership Firm with Registration Certificate |
| C. | CREDENTIAL | CREDENTIAL | Drug License with Validity Document from the concerned Drug Control Authority. |
| | | | Schedule M / MIII Compliance (GMP) Certificate from concerned State Drug Control Authority with validity document. |
| | | | Good Laboratory Practice (GLP) Compliance (Schedule L ₁) Certificate from the concerned State Drug Control Authority for Manufacturer with validity document. |
| | | | No Conviction certificate from the concerned State Drug Control Authority issued on or after 1 st January, 2022. |
| D. | 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 2017-18, 2018-19,2019-20 or 2018-19,2019-20, 20-21 |

III. "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, L₁ 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 Bidders 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.

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

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. 2 (two) crore either for the year 2019-20 or 2020-21.
- d. The Bidder shall have to submit a copy of the agreement signed between the bidder and the Distributor in Annexure IV (a), certificate of annual Turnover from CA firm in Annexure IV (b) & valid documents relating to Drug license in Annexure IV(c).
- e. If out-of-State Bidder proposes that the order & payment are to be made in favour of the Bidder & the Bidder will supply and effect distribution through authorised C&F agent or local sales depot, the same is allowed. No annual turnover is necessary for such engagement.
- f. The matter related to Way Bill is the responsibility of the Manufacturer/Direct Importer/authorized distributor/ C&F agent and the procuring authorities will not issue any way bill.
- g. It is, however, made clear that agreement in pursuance of the accepted tenders will be executed only with the Bidder who will be responsible for the supply.

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.

Selection of Bidders on the basis of Price preference policy:- In case more than 1 registered MSEs, WB become eligible after availing price preferences, the rank 1 (based on original offered rate) MSE unit(s) may be given chance of supply the tendered quantity at L1 rate, if that MSE unit(s) fails to accept the offer in full or in

part then the next rank (based on original offered rate) MSE unit may be given the chance to supply of balance of tendered quantity at L1 rate and this process will continue until the last eligible MSE unit is covered. Supply order of residual of tendered quantity, if any, to be given to original L1 bidder.

13. DRUGS LICENCE/ IMPORT LICENCE:

Certified copy of Drug License & or 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. The items should be Marked / Highlighted mentioning there in the CMS CAT No. for each particular items satisfying the Tender specification.

14. DRUG ENDORSEMENT COPIES:

Drug Endorsement List approved by the concerned Drug Control Authority with highlighting the CMS Cat. No. for each 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 with items highlighted by colouring / underlining of items mentioning the CMS Cat. No. Quoted in the tender.

Bidder may quote appropriate Pharmacopeial Specification as per Rule 124 of the Drugs & Cosmetics Rules, 1945 for any item(s) under table - A instead of Pharmacopeial Specification as mentioned against the item(s).

15. SALES IN THE OPEN MARKET:

The Bidder must have sales in the open market. At least 10% of the total production of the material during the last three financial years should have been sold to any other organisation/party/persons other than the Health & FW Dept., Govt of West Bengal.

The Bidder will have to submit a declaration certified by a Chartered Accountant regarding total sales in the open market (i.e. sales other than sales in H&FW Department) during last three financial years (Annexure-III). The sales must have relevance to the product(s) quoted.

Bidders not satisfying this criterion, i.e. those who do not have at least 10% of the production sold in the open market during the preceding three financial years would be excluded.

16. RATE:

- a. Rates are to be quoted for items with their Catalogue as provided in Table-A below.

- 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.

17. 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 across the State up to the State General Hospitals level depending upon their 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 stipulated time period as mentioned below :

For the items under Table -A: Maximum of 45 days from the date of order in the Store Management Information System (SMIS) from the procuring units.
- IV. It would be mandatory for all successful bidders to maintain a Rolling Reserve or Buffer Stock of each of the items entrusted to tide over supply bottlenecks, if any. The Buffer Stock should represent at least 10% of the Tentative Annual Consumption of the items under Table A of the Bid Document. 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. In addition to physical order, the selected Bidders 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.
- VI. The supplier shall, after supply of drugs at the specified destinations, submit Invoice (Original) certificate of analysis of each batch tested in in-house testing laboratory and in NABL Accredited Drug Testing Laboratory/ Central Drug Laboratory, and other relevant documents, at the Office while claiming payment for the supply made.
- VII. The permissible time period between the date of manufacture and the date of supply of the item should not be more than 1/6 the of the whole life period of the item or items. No delivery will be accepted if the date of manufacturing and the date of expiry are not written on each and every unit supplied and the consignment is under the mandatory provision of permissible time period.
- VIII. All items supplied should retain prescribed Quality & maximum potency throughout the shelf life.
- IX. The bidder/supplier shall not have two different shelf life for the same product.
- X. The approved bidders offering the items requiring special cold storage condition should maintain their own cold chain transporting system or should have proper contract with a transporting agent having facilities to transport the drugs under cold chain norms.
Maintenance of cold chain conditions shall apply to all drugs requiring such conditions. Non-adherence to the conditions shall result in summary rejection of the goods supplied. It would be deemed as non-supply and the supplier will be solely responsible for his own losses and the penalties that would be attracted.

18. BAR CODING :

The secondary & tertiary pack should contain 2D Data-Matrix Bar Code and it should not exceed size of 18 mil & 50 character having the following items in the given format below-

Vendor Code* CMS Cat No* Batch Number* Manufacturing Date* Expiry Date

NB: Bar Coding on shipper/ cartons & up to the mono carton vial-box may be permitted for imported products only.

- a. Vendor Code (means the Code No., mentioned against the concerned Bidder in the approval Notice)
- b. CMS Cat No (means the Item No, mentioned against the concerned item in the approval Notice)
- c. Batch Number (means the Batch manufacturing No. of the item, having maximum of 15 character)
- d. Manufacturing Date (to be in the YYYY format)
- e. Expiry Date (to be in the YYYY format)

NOTE: All above 5 (five) items to be separated by * mark without having no space in between the items

19. LABELING:

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

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

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

The bottle 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

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) in catalogue as applicable. In few cases relating to high-end drugs, US FDA certification is sought for mentioned against the concerned drugs. This is for maintaining higher standard of efficacy & applicability for better patient care services.

In respect of IV fluid, the bottle should be manufactured and filled by the "Blow, Fill & Seal in polypropylene 500 ml bottle", "Form, Fill & Seal Polyethylene 500 ml bottle or "Close Seal process" and the bottle meet the Pharmacopoeia specification and the process of BFS/FFS/CSS must be imprinted on the label. Documentary evidence in support of the quality of the bottle should be furnished at the time of supply.

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."

20. 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 glass bottles should be new neutral glass.
- vi) Ointments should be packed in liquidized Aluminium Tubes.
- vii) Small Tablets packed in blisters should be packed to facilitate easy removal of the tablet without breaking / crushing.
- viii) Tablets should have a score line as per the relevant pharmacopeia norms.
- ix) All plastic containers should be made of virgin grade plastics.
- x) All plastic Jars above 450 Gms / ml should carry an inner plastic lid.
- xi) Injection in vials should have a snap off seal.
- xii) All tablets should be in aluminum strips or blisters with Aluminium foil back.
- xiii) Strips of Aluminium foils refer to gauge 04. Aluminium foils as back material for blisters refer to gauge 025.
- xiv) Light sensitive drugs are to be in amber coloured bottles
- xv) Oral Liquids, Drops should be packed with in-built plastic auto dispensers as per single dose .
- xvi) Glass ampoules should be packed with cutters @ 1 cutter for each 5 ampoules in a separate Poly bag
- xvii) ORS should be packed in sachets made of Aluminium Foil laminated with glassing or heat sealable plastic film (multiply laminations with Aluminium foil (polyethylene, Aluminium, polyester)), whose outer paper may contain label information (50 sachets may be packed in gray board boxes and 10 gray board boxes in a corrugated box.
- xviii) For ORS and Halazone tab, shrinkage package should be applied for 50 packets and containing of 500 tabs respectively.

- xix) Corrugated package box size should be limited to 12" H x 24"L x 24"W. No deviation in this respect will be allowed.
- xx) No corrugated box with contents should weigh more than 15 kg (7 kg in case of ointments and fragile materials)
- xxi) The inner lining shall be not less than 120 gsm and outer carton not less than 150 gsm.
- xxii) The non glass bottle containing cartons shall be of at least 5 ply with bursting strength not less than 9 kg/sq cm.
- xxiii) Glass bottle containing cartons shall be of at least 7 ply with bursting strength not less than 12 kg/sq cm.
- xxiv) No box should contain mixed products or mixed batches of the same product.
- xxv) The product label on the cartoon should be at least 15 cms x 10 cms dimension. It should carry the appropriate labelling mentioned above with quantity packed and net weight of the box.

21. DRUG TESTING:

- (a) Every batch of drugs except ARV, AVS and other Sera/Vaccines/Immunological/ Biological Products, 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.

In case of ARV, AVS and other Sera/Vaccines/Immunological/ Biological Products, every batch contains test report from Govt Laboratory at Kasuali, Himachal Pradesh or from NIB/NIV/NARI in respect of those products.

In case of imported items NABL/NIB/NIV/CDL or equivalent authorized Lab accredited by Parent country will be considered.

- (b) In addition, the Dy. Director of Health Services (E&S), West Bengal will be at liberty to get the drugs tested at empanelled laboratory. Such testing will be in addition to tests that may be done by any authority exercising statutory powers of drug testing.
- (c) The non-standard and defective batch, if found in the quality test will not be refunded to the bidder & will be destroyed in presence of the bidder or his authorized representative after Statutory Test. The non-standard and defective batch will also include for wrong packaging or labeling.
- (d) The cost of procurement of such non-standard drugs or defective batch(s) will not be paid or be deducted from the security deposit and/or from the pending bills of that supplier for that item or other item or from the performance bank guarantee. Before processing the bill, the Accounts section will be entrusted to look into the result of the quality test done from the end of CMS. Moreover, action under

relevant Rules of the Drugs and Cosmetics Act, 1945 and rules framed there under will also be taken.

- (e) A sum @ 2% of bills exclusive of Govt. tax & duties will be deducted from the bills of the supplies of medicine by the procuring authorities and deposited in the respective budget head to meet cost of handling and testing charges. The testing charge, however will not be deducted for ARV, AVS and other Sera/Vaccines/Immunological/ Biological Products, if every batch contains test report from Govt Laboratory at Kasuali, Himachal Pradesh or from NIB/NIV/NARI in respect of those products.

22. 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.

23. **NO- CONVICTION CERTIFICATE:**

No conviction certificate issued after 01-01-2022 from the Drug Controlling Authority of the State where the manufacturer is registered is to be submitted. He will also submit an affidavit in the prescribed Pro-forma (Annexure-VI), attached herewith from Notary Public/ Judicial Magistrate/Executive Magistrate issued on or after the date of publication of the tender notice.

24. **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 A 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 detective 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. Such Penalty for supply of a drug falling within the meaning of adulterated/ spurious/ misbranded under Section 17 (A), 17 (B) and 17 (C) of the Drugs and Cosmetics Act,1945 and the rules framed there under will be in addition to action which may be taken by police, the Drug Control Authority or by tendering authority of the State Govt or the Govt of India or by any individual under the law of the land.
- C) Debarment from participation in next tender processes of the Health & Family Welfare Department: The Tender Selection Committee reserves the right to declare a firm/ Company blacklisted for 3(three) years due to the following reasons:
If the supplier:
- i) Withdraws from agreement after achieving the "Lowest Quoted Bidder"
 - ii) Failure in supply within stipulated period for 5(five) occasions during the tenure of the tender period or its extensions. There may be blockage for the entire State for failure in supply for five occasions for a particular item without any valid reason.
 - iii) In addition to Blacklisting/ forfeiture of Performance Bank Guarantee deposited for the item(s) non-supplied or item(s) withdrawn by the Bidder, the projected cost of the non-supplied material(s) throughout the tender period will be recovered as fine in order to make alternative purchase, apart from other penal action. If the projected cost of non-supplied material(s) [e.g. approved Rate X non-supplier portion of the item(s) as per requirement, mentioned in the tender documents] is higher than the Performance Bank Guarantee already deposited then the balance amount over the PBG will be recovered from the bidder, failing which the Bidder will be blacklisted as a whole for five consecutive years from the date of issue of the blacklisting order.
 - iv) 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.
 - v) 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.

- vi) In consequence of submission of false or fabricated documents by any firm/ company for participating in the tender, if proved later on.
- vii) 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.
- viii) Supply of items with short expiry dates for less than two years, if not otherwise permitted.
- ix) Unwilling to accept the tender conditionality in respect of selection of item or items at any stage of the tender period.
- x) 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.
- xi) Submission of tender during the period of blacklisting of Concern Company either by Tender Inviting Authority or by any State Government or by other State/Central Government.

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

- D) Financial Penalties for deficiencies in services/supplies during the period of the tender and its subsequent extensions :
- i) The Bidder should supply full quantity of the any material of any order in one consignment. Part supply will not be considered. After supplying one consignment the order for the material will be closed in SMIS automatically.
 - ii) In respect of all consignment stipulated period will be as stated in clause no 17 (III).
 - iii) The order generated out of SMIS will carry the same status that of signed order.
 - iv) At least 75 % of the total order quantity of any material may be supplied in one consignment with penalty. After supplying one consignment the order will be closed in SMIS automatically. The penalty provision are as follows:
 - a) If the Bidder supply full quantity of any material of any order in one consignment within stipulated period as per Clause no. 17 (III) then there will be no penalty.
 - b) If the Bidder supply partial quantity of any material of any order in one consignment within stipulated period, then 2% of the basic cost of the material non-supplied will be deducted from the existing bill of the supplier.

- v) In case supply is made after the stipulated time period as per clause no. 17 (III) but within next 10 (Ten) days i.e. up to 55th day as mentioned above:
 - a) If the Bidder supplies full quantity of any material of any order in one consignment after stipulated period of placing order i.e. 45 days, but within the 55th day then 1% of the basic cost of the materials per day's delay will be deducted from the existing bills of the supplier.
 - b) If supply partial quantity of any material of any order in one consignment after stipulated period of placing order i.e. after 45 days then 1% of basic cost of the materials per day's delay upto 55th day and 2% of the total basic cost of the material non-supplied will be deducted from the existing bills.
- vi) 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.
- vii) The provision of penalty is system-generated and cannot be waived in any case.
- viii) System generated show cause notice will be issued for failure in supply beyond 55th day for five occasions for a particular item(s) and the firm quoting L₂ rate for the Item(s) may be selected after blockage of the said Item(s) of the defaulting Bidder in the SMIS.
- ix) The defaulting Firm may be blacklisted after issuance of a show- cause-letter for such delay beyond 55 days in five occasions.
- x) However, H&FW Dept reserves the right to accept late supply/late GRN beyond 55 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.
- xi) For firms who fail to supply the full order on five occasions for any item(s) within the stipulated time of the tender period and its extensions- the Performance Bank Guarantee, deposited for the item(s) may be forfeited and the concerned Bidder may be debarred from participation in the CMS, DoHFW or WBMSCL tenders for the next 3(three) years.
- xii) The names of the defaulting suppliers will be put up in the Departmental website.
- xiii) Enhancement of cost of raw materials/ shortage of API etc will not be acceptable as a plea for not supplying the materials within the stipulated period as provided in the work order in the tender period or in the extended period of the tender.
- xiv) More than one product shall not be included in one invoice. Supplies relating to more than one purchase order shall not be included in one invoice. Where more than one batch is supplied under an invoice, the quantity supplied under each batch shall be stated in the Invoice.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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 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 31th December, 2024.
- c) The Performance Bank Guarantee from any Nationalized/ Scheduled Bank in India acceptable to the Government of West Bengal should be submitted to the office of the Dy. Director of Health Services (E&S), West Bengal, within 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, R.N. 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.

30. **INSPECTION:**

The competent authority may visit any factory at any day at any reasonable time in a regular basis for inspection. In case of bidder bag L₁ status for more than 3 items,

physical inspection may follow to adjudge its production capability and assured supply and take decision accordingly for L₁ status.

31. PAYMENT TERMS:

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

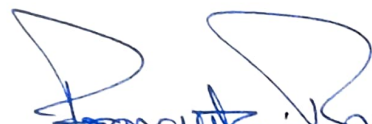
- i. Submission of Performance Bank Guarantee in terms of Clause 29 and subject to penalty clause in terms of Clauses 24 to 26.
- ii. Supply of the materials as per specification as provided in the tender documents and the catalogue.
- iii. Supply of the materials within the supplied period as specified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

32. Dates & Information:

| Sl no. | Items | Publishing date(s) |
|--------|---|--|
| 1. | Date of uploading of N.I.T. Documents in the e tender portal of NIC : https://wbtenders.gov.in | 20-05-2022 |
| 2. | Date of hoisting of documents in the tender menu of H&FW Departmental website (www.wbhealth.gov.in) | 20-05-2022 |
| 3. | Documents download (online) | 20-05-2022 |
| 4. | Proposal regarding any amendment/correction of T&C or Items (if any) may be submitted to email : cmswbhealth@gmail.com . | 25-05-2022 |
| 5. | Bid Submission Start Date(on line) | 27-05-2022 from 06:00 PM |
| 6. | Bid Submission Closing Date (Online) : | 20-06-2022 Upto 01:00 PM |
| 7. | Bid Opening Date (Online)- Technical BID : | 20-06-2022 from 01:30 PM |
| 8. | Date of uploading of item wise bid summary notice (online) | To be notified in the website: www.wbhealth.gov.in |
| 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 27-05-2022 at 06:00PM**

33. 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.
34. Opening the financial bid as per schedule will BE NOTIFIED LATER ON.
35. 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.
36. 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.
37. 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.
38. All legal jurisdiction of any unsettled dispute will be subject to the High Court of Kolkata jurisdiction.
39. A HELP DESK is set up in the office of the Deputy Director of Health Services (E&S), Central Medical stores, 141, A J C Bose Road, Kolkata – 700 014 to help and guide the prospective bidders about their registration, holding of Digital Signature Card and allied matter. Prospective bidders may contact personally or over phone vide phone no (033) 2265-4417, 4418, or mail their queries to cmswbhealth@gmail.com.
40. 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)
Central Medical Stores, West Bengal
141, A J C Bose Road,
Kolkata 700 014

20/5/2021

Item List

Table - A

| Sl. No. | Item Name | Cat No | Accounting Unit (AU) | Tentative Annual Requirement as per AU |
|---------|---|--------|----------------------|--|
| 1 | Glimipride 4 mg Tab | G6.3 | Strip of 10 tabs | 30,00,000 |
| 2 | Tenecteplase 20mg Inj / Vial | T33.2 | Vial | 1,000 |
| 3 | Dolutegravir IP 50 mg Scored Tab | D43.1 | Container of 30 Tabs | 13,000 |
| 4 | Lopinavir IP 200 mg + Ritonavir IP 50 mg Scored Tab | L25.3 | Container of 60 Tabs | 5,000 |
| 5 | Tenofovir IP 300 mg + Lamivudine IP 300 mg Scored Tab | T22.2 | Container of 30 Tabs | 9,000 |

Note : - Item nos. 3, 4 & 5 under Table – A are ARV drugs. For the ARV drugs, minimum self-life will be for 24 months and the packaging specification must be as per NACO guideline for ARV Drugs, which is annexed below at page -28.

Table-1 Approved Packaging for ARV drugs in Tablets/Syrup formulation

| Primary Container | Label | Secondary Container |
|--|--|--|
| <ol style="list-style-type: none"> 1. Suitable opaque plastic bottle to contain tablets/capsules according to the packaging size 2. Each bottle duly sealed with plastic plug/diaphragm and may contain desiccant. 3. Tightly fitting suitable screw cap 4. Include barcode at primary packaging. GS1 DataMatrix (two dimensional) symbology is the preferred option. 5. Other barcode symbologies (EAN/UPC, GS1-128 and GS1 Databar) on primary level packaging shall also be acceptable | <ol style="list-style-type: none"> 1. Glazed label in accordance with statutory requirement as per Drugs and Cosmetics Act 1940 and Rules thereunder 2. Standard colour of labels to be used as approved by NACO | <ol style="list-style-type: none"> 1. 5 ply Shipper to accommodate between 60-100 bottles per shipper. 2. Shipper fabricated from virgin Kraft paper. 3 Liner - 150GSM, 2 Flute - 150 GSM BS: NLT 12.5 KG/sq.cm 3. Each Shipper to be labeled as per statutory requirements 4. The supplier should have the facility to store and transport syrup bottles at 2-80 C wherever required 5. It is desirable to include a 2-dimensional Quick Response (QR) code at Secondary level packaging |

Table-2 Approved packaging for drugs packed in Aluminium Foil

| Primary Container | Label | Secondary Container |
|--|--|---|
| <ol style="list-style-type: none"> 1. Suitable laminated aluminum foil to contain granules according to the packaging size 2. Each sachet should be duly sealed 3. Include barcode at primary packaging. GS1 Data Matrix (two dimensional) symbology is the preferred option. 4. Other barcode symbologies (EAN/UPC, GSI- 128 and GS1 Data bar) on primary level packaging shall also be acceptable. | <ol style="list-style-type: none"> 1. Glazed label in accordance with statutory requirement as per Drugs and Cosmetics Act 1940 and Rules thereunder 2. Standard color of labels to be used as approved by NACO. | <ol style="list-style-type: none"> 1. Fully coated folding box board carton to contain aluminum sachets according to the packaging size. 2. 5 ply Shipper to accommodate between 1U-Z0 carton per shipper. 3. Shipper fabricated from virgin Kraft paper. 3 Liner— 150GSM, 2 Flute - 150 GSM BS: NLT 12.5KG/sq.cm 4. Each Shipper to be labeled as per statutory requirements 5. It is desirable to include a 2-dimensional Quick Response (QR) code at Secondary level packaging. |

FORMAT FOR CHECK LIST

Name of the Tender :-.....

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 (PI strike out which is not applicable)

Status of Manufacture: MSEs Registered in West Bengal / State based PSU/ State based Others/Others Outside WB (PI 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.....

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

| Sl. No. | Particulars | PI mark \surd | | 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 10% of sale in the open market & Annual Turnover Net of Taxes of the bidder) | Yes | No | |
| 5. | Copy of agreement between the Manufacturer | Yes | No | |

| Sl. No. | Particulars | PI mark √ | | Folder name & Page no |
|---------|--|-----------|----|-----------------------|
| | and the Distributor as prescribed, if distributor is proposed to be engaged in Annexure IV(a) | | | |
| 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. | Annexure V Declaration from existing CMS approved drug Vendor about supply of 75 % over ordered value. | Yes | No | |
| 9. | Affidavit for No Conviction from Notary Public/Judicial Magistrate/Executive Magistrate, as per Annexure VI | Yes | No | |
| 10. | Technical Data Sheet in excel sheet as provided | Yes | No | |
| 11. | Copy of PAN Card of the Bidder Company | Yes | No | |
| 12. | GST Registration Certificate | Yes | No | |
| 13. | Certificate of registration/ EM II in respect of domestic MSME within the State of West Bengal or Any state in India. | Yes | No | |
| 14. | Trade Licence/ Enlistment Certificate | Yes | No | |
| 15. | Certificate of Incorporation/ Registration with Register of Companies/Deed of Consortium or Partnership Firm with Registration Certificate | 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 | Yes | No | |

| Sl. No. | Particulars | PI mark ✓ | | Folder name & Page no |
|---------|--|-----------|----------------|-----------------------|
| | | | | |
| | with CMS Cat. No.) | | | |
| 19. | Current GLP certificate | Yes | No | |
| 20. | CLAA Licence with validity if any | Yes | No | |
| 21. | Certificate of Market Standing / Marketing Certificate of the products from the State Drug Control authority at least for Two years out of last five Fin. Years i.e. with effect from 2016-17 to 2020-21. | Yes | No | |
| 22. | Certificate for New drug from DCGI/State Drug Control Office in terms of clause no 6(j) | Yes | Not applicable | |
| 23. | Current No-conviction certificate from the Director, Drug Control of the concerned State on or after the 1st day of January, 2022 | Yes | No | |
| 24. | PAC Certificate/ related Document along with Affidavit in Annexure VI (b), sworn before the 1 st Class Judicial /Executive Magistrate in case of the item(s) solely manufactured by the sole manufacturer in India or. imported in India by the sole importer | Yes | No | |
| 25. | Income Tax Return for the Assessment Year 2019-20/2020-21. | Yes | No | |
| 26. | GST Returns (any month or. quarter) for the year 2019-20/2020-21 (If applicable). (If not applicable self declaration is required) | Yes | No | |
| 27. | Export-Import License with validity and IEC Code(for Direct Importers) | Yes | No | |
| 28. | P/L Account& Balance Sheet for the year 2017-18, 2018-19 , 2019-20 or 2018-19, 2019-20 , 2020-21. | Yes | No | |

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:- Submission of Tender

Ref: - DDHS (E&S) N.I.T. Nodated

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 minimum 10% of sale of the the annual requirement as mentioned in the tender documents in the open market for the last three financial years i.e. *i.e. for the years* either 2017-18, 2018-19 , 2019-20 or 2018-19, 2019-20 , 2020-21. The certification from Chartered Firm is attached as per Annexure III.
5. We declare that the **Production and Sparable Capacity of the item(s), we intend to submit bid, are higher than the tentative annual requirement as mentioned at Clause No. 6.r. under 'Eligibility for Quoting'**, the details is given in Annexure I(b).

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.....M obile 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 2020-21, 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)
9. In the event of being selected, I will make the supply within the stipulated period excepting the condition which is beyond our control.
10. 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.
(seal)

Contact no :

Mobile :

E mail address :

Annexure- 1(a)

PARTICULARS OF BIDDER

Ref. NIT No.

| | | | |
|----|---|---|---|
| 1 | Name of the Bidder Company | : | |
| 2 | Tendering as : | : | Manufacturer/ Direct Importer (P 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 the authorized person

Annexure- I(b)

***Declaration on Manufacturing Capacity & Sparable Capacity
(in Non-Judicial Stamp paper)***

Ref. NIT No.

| Sl. No | Name of the item with specification | CMS Accounting Unit | Tentative Annual Requirement | Annual Production Capacity | Annual Sparable Capacity for Dept. of H&FW, WB |
|---------------|--|----------------------------|-------------------------------------|-----------------------------------|---|
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SIGNATURE:

NAME & DESIGNATION:

DATE:

NAME & ADDRESS OF THE FIRM (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- III

(Certificate from Chartered Firm in the official pad)

Ref. NIT No.

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

M/Shaving its office at,

It is certified that M/S has achieved minimum 10% sale of the annual requirement, as mentioned in the tender documents of each of the following product(s) in the open market for the year 2017-18, 2018-19, 2019-20 or 2018-19, 2019-20 , 2020-21. Name of the product(s)

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

and

It is also certified that Annual Turnover Net of Taxes of the firm for the Financial years 2017-18, 2018-19, 2019-20 or 2018-19, 2019-20 , 2020-21. (Strike out which is not applicable) 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 and Official Seal

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/Shaving its office at,

It is also certified that Annual Turnover of the firm for the financial year either for the 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 , UDIN 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 No and 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 (any month or quarter) for the year 2019-20/2020-21 (If applicable, if not applicable self declaration is required) | : | Yes / No |
| 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 st January, 2022 | : | Yes / No |
| 16 | Whether agreement executed with the parent Vendor. | : | Yes / No |

Signature of the authorised signatory (bidder)

Annexure- V

Declaration from existing CMS approved drug Bidders about supply 75% or above of the ordered value for each item allotted to them for the period from 01/04/2021 to 31/03/2022 limited to the requirement for that period, based on annual requirement for the items published in the different e tenders through STORE MANAGEMENT INFORMATION SYSTEM as on the date of submission of tender.

| Sn | CMS Catalogue No | Name of the drug | Ordered quantity as per vendor portal during the period from 01/04/2021 to 31/03/2022 | Total GRN made against the order(s) placed during the period from 01/04/2021 to 31/03/2022 | % of GRN over order quantity as on submission of tender |
|----|------------------|------------------|---|--|---|
| | | | | | |
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Signature of the authorized signatory

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).....

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 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 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- VI (b)

AFFIDAVIT (Proforma)

(On Non Judicial Paper worth Rs 50.00 or above)

(Sworn before 1st Class Judicial Magistrate/Executive Magistrate)

I, Sri..... Son of aged..... by
faith....., by nationality..... residing at..... do
hereby solemnly affirm and declare on behalf of M/S.....
Registered office at.....

1. That I am Managing Director / Director / Partner / Proprietor of the company M/S having address at
2. That the firm M/Sis a manufacturer / Importer having manufacturing / import Licence No. dated ... at..... (address) for the item under Cat No..... of NIT No.....The Manufacturing Licence / Import Licence retained up to.....
3. That the firm M/Sis only sole manufacturer / importer of the product..... in India.
4. That at present the firm M/Sis a only authorized importer by principal manufacturer M/Saddress..... / licensee to manufacturer under Licencing Authority
5. That the quoted price for the product under Cat No..... of NIT No....., is lowest one than any other Institution in India, at present supplied by the company M/S.....
6. That if the price of the product being decreased by the company in supply to any one of the Institution in India, after receiving Award of Contact (AOC) and also during the supply of the period of this tender including the period of extension, the company is bound to supply of the said product at the rate of said lowest price. The excess amount of payment will be adjusted / returned whenever it will be required.
7. That if the above statement is found false & fraudulent, there will be no objection on behalf of the company if any legal action is taken against my firm as per tender norms and other related law in this respect.
8. That I do further affirm that the statements made herein above 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

Ref. NIT No.

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

(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.

2. WHEREAS, the Dy. Director of Health Services (E&S), having expressed intention of preparing rate schedule for procurement of 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 State General Hospital 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.
3. 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 State General Hospital, unless otherwise specified.

4. 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 /Medical College & Hospitals/ District Reserved Stores/Speciality Hospital/ District Hospitals/Sub Divisional Hospital /State General Hospitals 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.
5. 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.
6. 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.
7. 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 Majeure 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.
8. 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.
9. 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
10. The vendor agrees to comply with BAR coding in the secondary and Tertiary packing, Labelling, packaging norm as laid down in the instant tender.
11. 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.
12. The vendor agrees that all legal jurisdiction of any unsettled dispute will be subject to the High Court of Kolkata jurisdiction.

13. This contract is valid for two years from the date of declaration of Award (AOC) and its extension thereto.

14. 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

| S n | Ca t No | Nam e of the item | Accountin g Unit | Annual Tentative requiremen t as per Accounting unit | Rate per accountin g unit | Bank Guarantee Amountper item (3% of quoted base rate of the product X the annual tentative requirement X 2) | No. of Perfor mance Bank guarant ee | 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 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

Branch Address ICICI Bank, 22, R. N. Mukherjee Road,Kolkata-700001

The guarantee is valid upto **31th 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

1st 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.

2nd 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-A.

3rd 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.

4th 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

5th 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.