

## Notice Inviting e-Tender

West Bengal Medical Services Corporation Limited  
Swasthya Sathi  
GN-29, Salt Lake, Sector-V  
Kolkata-700091

Phone No (033) 40340308/ 40340319  
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### SUPPLY OF SANITARY NAPKINS

(Submission of Bid through *online*)

Bid Reference No.: WBMSCL / NIT- 14/ 2017

Dated – 28.03.2017

#### 2nd call of tender no. WBMSC/ NIT-50/2016, dated: 12.09.2016

1. West Bengal Medical Services Corporation Limited (WBMSCL) has been requested by the Government of West Bengal to procure on their behalf **Sanitary Napkins** to be supplied to various healthcare establishments of the Govt. of West Bengal.
2. WBMSCL hereby invites bids from eligible and qualified Tenderers for the supply of **Sanitary Napkins** as per Schedule of Requirement.
3. Intending Tenderer may download the tender document from the e-tender portal of Govt. of West Bengal at [wbtenders.gov.in](http://wbtenders.gov.in) and the website of WBMSCL at [www.wbmsc.gov.in](http://www.wbmsc.gov.in). The submission of bids should only be through online at [wbtenders.gov.in](http://wbtenders.gov.in). Earnest money to be drawn in favour of 'West Bengal Medical Services Corporation Limited' through Online/ Bank Guarantee issued from any scheduled bank payable at Kolkata.
4. Non statutory documents, Bid – A, Bid – B & Bid – C are to be submitted concurrently.

Sd/-  
Managing Director,

### Table for Important Dates

Sl.	Items	Date(s)
1.	Date of uploading of N.I.T. Documents (online) / Date of Issue / Published on	28.03.2017
2.	Documents download start date (Online)	28.03.2017
3.	Date of <b>Pre Bid Meeting</b> with the intending Tenderers in the Conference Hall of <b>West Bengal Medical Services Corporation Limited</b>	10.04.2017 at 12:00 noon
4.	Bid submission start date (On line)	13.04.2017
5.	<p><b>Bid submission closing (On line)</b>  Bid submission includes:  i) Non statutory documents to be submitted under <u>My Space</u> (Each sub-category item should be in multiple page single PDF file)  ii) BID – A (Should be in multiple page single PDF file)  iii) BID – B (Should be in multiple page single PDF file)  iv) BID – C (BOQ and the statement of Breakup of Duties and Taxes etc.)</p> <p><b>Detailed list of documents annexed at Section V Check-List Form</b></p> <p>Non-statutory document (document uploaded in <u>My Space</u>), Bid – A &amp; Bid – B constitute the technical bid and Bid – C is the financial bid.</p> <p><i>Any wrong or misleading information provided by the Tenderer during submission of bids shall lead to summary cancellation of bid and may lead to blacklisting in WBMSCL for at least 5 years.</i></p> <p><b>Each scanned documents should have an index page indicating the name of the documents enclosed with page number.</b></p>	21.04.2017 up to 05:00PM
6.	<p>Last date of submission of all hard copies of the documents uploaded in e-tender during bid submission <b>except BOQ</b> at the registered office of WBMSCL in two separate envelopes,</p> <p><b>i) In one envelope:</b> Earnest Money Deposit</p> <p><b>ii) In the other envelope:</b> The hard copies of the uploaded documents (<b>except BOQ</b>) arranged in the same sequence as given in the Check List and copy of acknowledgement generated by e-tender portal against the documents uploaded during bid submission. All the documents should be appropriately flagged.</p>	24.04.2017 up to 02:00 PM
7.	Bid opening date for Technical Proposals ( <b>Online</b> ) (Bid A & B)	24.04.2017 after 02:00 PM
8.	Bidders to remain present at WBMSCL office, Kolkata for identification of the documents for the technical bid evaluation	24.04.2017 after 03:00 PM
9.	Submission of non-statutory wanting document (if any)	To be notified later
10.	Opening of Financial Bid ( <b>Online</b> )	To be notified later

## Section I: Instruction to Tenderers

### A. Important information at a glance

(The item suffixed by "E" in bracket indicates Eligibility Criteria for a bidder)

Whenever there is a conflict, the provisions herein (i.e. in Important Information at a glance) shall prevail over those in the General Conditions of Contract (GCC) & Special Conditions of Contract (SCC)

#### 1. Tender Details

ITEM	Unit	QTY of Pack
Sanitary Napkin	6 napkins/Package	1 Crore

#### 2. Tender Fees : Exempted

#### 3. Earnest Money Deposit (EMD) (E)

ITEM	AMOUNT IN INR	INSTRUMENT
Sanitary Napkins	10,00,000	1. Online OR 2. Bank Guarantee (BG) as per format given in Form: 4 valid for 180 days

#### 4. Annual Turnover requirements: (E)

Sanitary Napkin
The Tenderers should have annual sales turnover of minimum Rs. 3 crore (Rupees Three Crore) on an average of last three financial years (2013-14, 2014-15, 2015-16) as per the Audited Accounts of the Organization.  West Bengal based SSI Units having minimum average annual turnover of Rs. 1.5 crore in the last three financial years 2013 -14, 2014 -15, 2015 -16 may also be allowed to participate.

#### 5. (a) Delivery schedule:

Item	Timeline in days
The delivery for 1 <sup>st</sup> tranche has to be completed within 60 days from the date of issuance of AOC for 1 <sup>st</sup> tranche.	
The delivery for 2 <sup>nd</sup> tranche has to be completed within 30 days from the date of issuance of AOC for 2 <sup>nd</sup> tranche.	

## 5. (b) Payment Terms

<b>Sanitary Napkin</b>	
<b>I. General Terms</b>	
	(i) The payment to Manufacturer will be made under Delivered Duty Paid contract. (ii) The Tenderers should only quote in INR.
<b>II. Payment terms for Manufacturer/Indian Distributor</b>	
	100 % of the Gross Price of Sanitary napkins shall be paid within 45 days after delivery and furnishing of Consignee Receipt Certificate (CRC) as per FORM 13.  <i>After the delivery of goods, the respective consignees will check whether the same approved goods have been supplied at the sites or otherwise. The Consignees will submit their findings/report within one month from the last date of supply at the site. In case, the supplied goods are found defective or not as per approved one, the selected bidder will have to replace the goods within 1 month from the last date of receipt of report / findings from the consignees. In case of non replacement of the defective goods within the schedule time period of 1(one) month from such intimation from the consignee, payment of the supplier for the entire supply will be kept on hold, Performance Security will be forfeited and penal provisions will be imposed as per table 12 of GCC at Section II.</i>
	<b>Note:</b>  Submission of required Performance Bank Guarantee and signing of Agreement are mandatory for the processing of any Payment.
	<b>Gross Price of good(s)</b> includes value of goods, taxes, duties, freight charges, supply and any other charges as applicable. <b>Entry tax @ 1% should also be considered in the Gross Price</b>

## 6. Performance Security (PS)

(In the form of unconditional and irrevocable Bank Guarantee)

<b>Sanitary Napkin</b>	
	The Performance Bank Guarantee of 10% of the Bid value shall remain valid up to not less than 365 days after the last day of supply with additional 30 days for claim period.

## 7. Who can Bid (E)

<b>Sanitary Napkin</b>	
	1. A Company Manufacturing Sanitary Napkins in India OR 2. Subsidiary of Manufacturing Company having factory of Sanitary Napkins in India.
	<b>N.B.</b>  1. Bidder should possess manufacturing license and have a manufacturing plant situated in India.  2. Loan license/ joint venture/ hiring arrangement for manufacturing of Sanitary Napkins will not be considered.

**8. Liquidated damages for Delayed Delivery / Delayed setting up of Services**

<b>Sanitary Napkin</b>
The percentage of 0.5% of the Invoice price for each week or part thereof, of delay until actual delivery or performance, up to a maximum deduction of 5% of the Invoice price.

**9. Experience, Technical and Production Capacity (E)**

Tenderer should have manufactured at least 75 Lakh <b>Sanitary Napkins</b> for Government supply in a single Government tender in the last 3 (three) financial years.
Company should be in operation and have Market standing for at least 3(three) years ending in December, 2016
Tenderer should have production capacity of at least <b>4 Lakh Sanitary Napkins</b> per day.

**10. Preference for S.S.I. units registered in West Bengal & PSUs in West Bengal:**

Preference will be given to the S.S.I. units registered in West Bengal & PSUs in West Bengal and State Based Other Manufacturers as per West Bengal Financial Rule incorporated under notification No. 10500-F dated 19.11.04 as amended hereafter.

**Note1:** The Tenderers, who have downloaded the bid documents, shall be solely responsible for checking these websites for any amendment, addendum issued subsequently to the bid document and takes into consideration the same while preparing and submitting the bids.

Bids will be opened in the presence of Tenderers' representative who chooses to attend on the specified date and time. However, opening of bids will not be stopped for absence of any bidder or his authorized representative at the notified time.

**Note 2:** In case extension required, Bank Guarantees are to be renewed prior to 30 days of their expiry.

## B. General

### 1. Scope of Bid

- 1.1 The type of goods and related services to be purchased is: **Supply of Sanitary Napkins** as per the Schedule of Requirements.

### 2. Source of Funds

- 2.1 Funds received from the **Department of H & FW**, for the procurement of Kit on behalf of the **Department of H & FW**.

### 3. Fraud and Corruption

- 3.1 It is WBMSCL policy to require that Tenderers, suppliers and contractors and their subcontractors under WBMSCL contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, WBMSCL:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) Bribery is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts;
  - (ii) Extortion or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation;
  - (iii) Fraud is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of WBMSCL or other participants;
  - (iv) Collusion is the agreement between Tenderers designed to result in bids at artificial prices that are not competitive.
- (b) Will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;
- (c) Will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a WBMSCL registered Vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a WBMSCL contract;
- (d) Will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a WBMSCL contract;
- (e) Will normally requires a WBMSCL vendor to allow WBMSCL, or any person that WBMSCL may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.

- 3.2 Any vendor participating in WBMSCL's procurement activities, shall facilitate to WBMSCL personnel upon first request, all documents, records and other elements needed by WBMSCL to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from WBMSCL vendor roster and may lead to suspension following review by WBMSCL Vendor Review Committee.

- 3.3 It is required that Vendors, their subsidiaries, agents, intermediaries and principals cooperate with WBMSCL Internal Audit Group as well as with other investigations authorized by WBMSCL or by the Government of West Bengal or the Central Government as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives, agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow WBMSCL to repudiate and terminate the contract and to debar and remove the supplier from WBMSCL's list of registered vendors.

#### **4. Eligible Tenderers:**

4.1 A Tenderer, and all parties constituting the Tenderer, may have the nationality of any country.

4.2 **A Tenderer shall not have a conflict of interest.** All Tenderers found to have conflict of interest shall be disqualified. Tenderers may be considered to have a conflict of interest with one or more parties in this bidding process if he submits more than one bid in this bidding process either directly or through any subsidiaries or any associates of any organization.

4.3 A Tenderer that is under a declaration of ineligibility by WBMSCL in accordance with Instructions to Tenderers at the date of contract award, shall be disqualified. Tenderers shall not be eligible to submit a bid when at the time of bid submission:

- Suppliers are already suspended by WBMSCL; or,
- Suppliers are suspended by the Government of West Bengal or Central Government or any other State Government or WBMSCL,
- Suppliers have been declared ineligible by Government of West Bengal or Central Government or any other State Government or WBMSCL.

#### **5. Eligible goods and related services**

5.1 All the goods and related services to be supplied under the Contract may have their origin in any country.

5.2 For purposes of this Clause, the term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## C. Contents of Bidding Documents

### 1. Sections of Bidding Documents

#### 1.1 The Bidding Documents consist of:

- Section I. Instructions to Tenderers
- Section II. General Conditions for Goods (GCG)
- Section III. Special Conditions of Contract (SCC)
- Section IV. Schedule of Requirements
- Section V. Bidding Forms
- Section VI. Contract Forms

1.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

1.3 Tenderers are cautioned to read the specifications carefully (see Section IV - Schedule of Requirements), as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer's product. Tenderers are encouraged to advise WBMSCL, if they disagree.

1.4 The specifications are the minimum requirements for the products. Products offered must meet or exceed requirements mentioned in technical specifications. The products shall conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

### 2. Clarification of Bid Document

2.1 A prospective Tenderer requiring any clarification of the Bidding Documents shall contact WBMSCL in writing at [procurement@wbmsc.gov.in](mailto:procurement@wbmsc.gov.in)

### 3. Amendment of Bid Document

3.1 At any time prior to the deadline for submission of bids, WBMSCL may amend the Bid Document by issuing amendment to be uploaded in the e-tender portal & website of WBMSCL.

3.2 To give prospective Tenderers reasonable time in which to take an amendment into account in preparing their bids, WBMSCL may, at its discretion, extend the deadline for the submission of bids.



## D. Preparation of Bids

1. Tenderers are to prepare and submit the following:
  - i) Non statutory documents to be submitted under My Space
  - ii) BID – A (Should be in multiple page single PDF file)
  - iii) BID – B (Should be in multiple page single PDF file)
  - iv) BID – C (BOQ, the Statement of Breakup of Taxes & Duties)

Details are given in “Submission and Opening of Bids”
2. **Cost of Bidding**

The Tenderer shall bear all costs associated with the preparation and submission of its bid.
3. **Language of Bid**

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Tenderer and WBMSCL, shall be written in the English language. Supporting documents and printed literature that are part of the Bid, if submitted in any other language provided they are accompanied by an accurate translation of the relevant passages into English and duly authenticated.
4. **Alternative Bids**

Alternative Bids will not be accepted.
5. **Bid Prices**
  - 5.1 The prices in the BOQ shall conform to the requirements as specified in the tender.
  - 5.2 The Incoterms shall be governed by the rules prescribed in the Incoterms 2010, published by The International Chamber of Commerce.
  - 5.3 Prices quoted by the Tenderer shall be fixed during the Tenderer’s performance of the Contract and not subject to variation on any account.
6. **Currencies of Bid**

The Tenderer shall quote in INR only.
7. **Documents Establishing the Conformity of the Goods and Related Services**

To establish the conformity of the goods and related services to the Bidding Documents, the Tenderer shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV, Schedule of Requirements.
8. **Documents Establishing the Qualifications of the Tenderer**

As per Form 1: Check-List of Section V of the bid document.
9. **Period of validity of Bids**
  - 9.1 Bids shall remain valid for a period of **120** days from last date of online submission of bid. A bid valid for a shorter period than specified in previous lines shall be rejected by WBMSCL as non responsive.
  - 9.2 In exceptional circumstances, prior to the expiration of the bid validity period, WBMSCL may request Tenderer to extend the period of validity of their bids and EMD. In the event of the request for such extension beyond bid validity period, the bidder may or may not accept such request. In case, the bidder refuses to accept the request, the EMD of the bidder shall not be forfeited.

**10. Period of validity of the bid price:**

The bid price shall remain valid for a period of **12 (twelve)** months from the date of signing of the contract.

**11. Earnest Money Deposit (EMD):**

11.1 **The EMD of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the Performance Security pursuant to Instructions to Tenderers**

11.2 The EMD may be forfeited:

- (a) if a Tenderer withdraws its bid during the period of bid validity specified by the Tenderer on the Bid Submission Form, except as provided in Instructions to Tenderers; or
- (b) if the successful Tenderer fails to:
  - (i) sign the Contract in accordance with Instructions to Tenderers;
  - (ii) furnish a Performance Security in accordance with Instructions to Tenderers ;

**12. Signing of Bid** – The bid document should be digitally signed and uploaded on the E-tender portal.

**13. Withdrawal, Substitution and Modification of Bids**

13.1 The bid once submitted cannot be withdrawn but prior to the deadline prescribed for submission of bids, a Tenderer may substitute, or modify its Bid after it has been submitted.

13.2 The objective of this bid is to ensure supply of best quality goods at the most competitive price. If at any stage of the bidding, including at the stage of financial evaluation, it appears that the tendered rate is artificially hiked or is much lower compared to the prevailing market price and available rates of similar or identical composition with the government, WBMSCL reserves the right to cancel the bids.

**14. Confidentiality**

Any effort by a Tenderer to influence WBMSCL in the examination, evaluation, comparison of the bids or contract award decisions may result in the rejection of its Bid.

Notwithstanding Instructions to Tenderers from the time of bid opening to the time of Contract Award, if any Tenderer wishes to contact WBMSCL on any matter related to the bidding process, it should do so in writing.

## E. Submission and Opening of Bids

1. The following are to be submitted:

i) **Non statutory documents to be submitted under My Document**

(Each sub-category item should be in multiple page single PDF file)

**Guidelines for uploading documents in My Document:**

Sl. No.	Category Name	Sub - Category Name	Document Name
1	CERTIFICATES	CERTIFICATES	a) PAN Card of the bidder b) VAT Registration of the bidder c) CST registration of the bidder
2	COMPANY DETAILS	COMPANY DETAILS 1	a) License from Government/ Statutory Authority as applicable.  OR b) Registration with the Registrar of Companies, if applicable.
		COMPANY DETAILS 2	a) Manufacturing Licence (National/International). (In case, manufacturing licence is not required / applicable for production of the quoted item, notarized declaration from the manufacturer is to be submitted) b) Current registration as SSI (if any)
3	CREDENTIAL	CREDENTIAL 1	Performance Statement Form (For the period of last three years ending December 2016) - Form 6 of Section V <b>To attach:</b> Documentary evidence (Client's certificate/ order copy with proof of payment received from the client) in support of satisfactory completion of above orders.
		CREDENTIAL 2	ISO certificate, if applicable
4	DECLARATION	DECLARATION 1	Income Tax returns and acknowledgement receipt for assessment year 2013-14, 2014-15 and 2015-16
		DECLARATION 2	Acknowledgement of VAT Returns /VAT Clearance Certificate for 2015-16
		DECLARATION 3	Acknowledgement of CST Returns CST Clearance Certificate for 2015-16
		DECLARATION 4	Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- for, Form 2
5	EQUIPMENT	MACHINERIES 1	
		MACHINERIES 2	
6	FINANCIAL INFO	P/L & BALANCE SHEET	P/L & Balance sheet 2013-2014
			P/L & Balance sheet 2014-2015
			P/L & Balance sheet 2015-2016

(ii) **Statutory Documents**

(a) **BID – A (Should be in multiple page single PDF file)**

1. EMD (Scanned copy of the instrument through which EMD have been submitted)
2. Declaration of the bidder on letter head that "We agree to submit a copy of the Tender Documents and its Amendments and Addendums thereto duly initialled by us in all pages with our seal/ rubber stamp affixed thereto, in token of acceptance thereof."

**(b) BID – B (Should be in multiple page single PDF file)**

1	2 Samples of the item offered
2	Compliance Sheet of the Technical Specifications (Form No. 3 of Section V) duly signed & stamped by Authorised signatory of the Manufacturing company
3	Test report of the offered Sanitary Napkins from NABL approved lab conforming the specifications. (protocol of testing should be as per BIS specification)
4	Average Annual Turnover in INR of the Company during any of the last 3 Financial Years 2013-14, 2014-15 & 2015-16 – to be certified by practicing Chartered Accountant as per format given in FORM 11
5	Documents in support that the bidder has manufactured at least 75 Lakh Sanitary Napkins for Govt. supply in a single Government tender in the last 3 (three) financial years.
6	Certificate of incorporation issued by Registrar of Companies
7	Valid document from appropriate authority in support that the tenderer have production capacity of at least 4 Lakh Sanitary Napkins per day.

Non-statutory document (document uploaded in My Space), Bid – A & Bid – B constitute the technical bid

**iii) BID – C [Bill of Quantity (BOQ), the Statement of Breakup of Duties and Taxes]**

BOQ shall contain the financial quotes in respect of **Gross Price of the pack of 6 (six) Sanitary Napkins.**

**(a) Gross Price of item (GP):** includes value of goods, taxes, duties, freight charges, supply and any other charges as applicable. **Entry tax @ 1% should also be considered in the Gross Price.**

The Tenderer should upload the following statements in PDF in addition to BOQ in .xls

(i) Breakup for Duties and Taxes (as per Form 8 of Sec V) for goods/ Kit.

**Comparison of Financial Bids would be based on the sum of Gross Price of the item. The rates quoted shall be firm and no variation will be allowed during the period of contract.**

Detailed list of documents annexed at Form 1 Check-List Form, Section V

***N.B.***

- a) Any wrong or misleading information provided by the Tenderer during submission of bids may lead to summary cancellation of bid, blacklisting in WBMSCL for at least 5 years and forfeiture of EMD.
- b) Each scanned documents should have an index page indicating the name of the documents enclosed with Page no.
- c) The Earnest Money will be refunded within 15 days after finalization of the tender and / or submission of Performance Bank Guarantee.

## F. Evaluation and Comparison of Bids

### 1. Evaluation of Bids

#### (A) Technical Evaluation

During the tender evaluation process **Non-statutory document** (document uploaded in My Space), **Bid – A & Bid – B** constituting the technical bid will be opened first and evaluated. The determination of Technical qualification status of a bidder will be based on the following:

- i) **Scrutiny of Form 2 duly notarized**
- ii) **Scrutiny of documentary evidence as per Form 1: Check-list, Section V of Bid document submitted by the Tenderers**
- iii) **Sample verification:** Bidders will have to be present during sample verification and scrutiny of the test certificates on the notified date. The verifications of the product is purely at the discretion of the Technical Bid Evaluation Committee and its input shall be treated as only corroborative in nature and will not be a substitute for technical evaluation of the document submitted along with the bid. The decision of the Technical Committee in this regard will be final.

Bidder has to comply with all Essential parameters of the technical specifications except deviation(s) which will be considered minor and acceptable by the team of experts to be engaged by WBMSCL to take demonstration of the offered product.

**A bidder will be considered technically qualified if,**

1. **Comply with i), ii) & iii) above**

#### B. Financial Evaluation

Financial Bids (Bid - C) of the technically qualified Bidders would only be opened. **Comparison of Financial Bids would be based on the sum of Gross Price of the item as mentioned in "Submission and Opening of Bids" quoted by the tenderers.**

THE DECISION OF THE WBMSCL AUTHORITY WILL BE FINAL AND BINDING IN THIS MATTER.

### 2. Responsiveness of Bids

- 2.1 WBMSCL's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 2.2 A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
  - (a) Affects in any substantial way the scope, quality, or performance of the goods and related services specified in the Contract; or

- (b) Limits in any substantial way, inconsistent with the Bidding Documents, **WBMSCL's** rights or the Tenderer's obligations under the Contract; or
- (c) If rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive bids.

**WBMSCL** considers material deviation to include but not to be limited to the following situations:

- (d) During technical evaluation of bids (verification of formal criteria):
  - Lack of proper bid securities in terms of change in the wording (not consistent with the prescribed format), amount or validity period.
  - Absence of bid form, change in the wording (not consistent with the prescribed format) or lack of signature in the key portions of the bid form,
  - The Tenderer does not accept important Contract conditions, i.e. related to Performance Security, Warranty, Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, Limitation of Liability, etc.
  - Specifications of the item quoted vary in one or more significant respect(s) from the minimum required Technical Specifications.

2.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by **WBMSCL**

### **3. Examination of Terms and Conditions and Technical Evaluation**

3.1 **WBMSCL** shall examine the Bid to confirm that it does not contain material deviation or reservation related to the conditions and requirements specified in the GCC of Section II, SCC of Section III and in the Schedule of Requirements of Section IV.

3.2 If, after the examination of the terms and conditions and the technical evaluation, **WBMSCL** determines that the Bid is not substantially responsive in accordance with Instructions to Tenderers, it shall reject the Bid.

### **4. Domestic Preference**

Companies based and manufacturing in India shall not be a factor in bid evaluation.

### **5. Financial evaluation**

The financial bids of only those bidders who qualify in the technical bids will be opened.

### **6. WBMSCL's Right to Accept Any Bid and to Reject Any or All Bids**

**WBMSCL** reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Tenderers.

## G. Award of Contract

### 1. Award Criteria

- 1.1 In the event of a Contract award, WBMSCL shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.
- 1.2 Before the award of Contract, WBMSCL may inspect the manufacturing facilities of the lowest evaluated responsive Tenderer to assess his capability to successfully perform the Contract as per the terms and conditions specified in the NIT.

### 2. WBMSCL's right to vary quantities

- 2.1 WBMSCL reserves the right to increase or decrease the quantity of goods and related services originally specified in Section IV, Schedule of Requirements, provided this does not exceed 40 % (Forty percent) above or 40% (Forty percent) below the original required quantity and without any change in the unit prices or other terms and conditions of the Bid Documents.

### 3. Publication of Award of Contract

- 3.1 WBMSCL shall publish the Award of Contract in e-tender portal and its website [wbenders.gov.in](http://wbenders.gov.in), [wbmsc.gov.in](http://wbmsc.gov.in), [wbhealth.gov.in](http://wbhealth.gov.in).

### 4. Signing of Contract

- 4.1 Prior to the expiry of the period of bid validity, WBMSCL shall issue Award of Contract (AOC). The draft agreement will be sent to the successful Tenderer along with the AOC and Special Conditions for Goods, if any.
- 4.2 Within *14 (fourteen)* days of receipt of the AOC, the successful Tenderer shall sign and return the agreement to WBMSCL along with the required value of Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL.

### 5. Performance Security

- 5.1 Within *14* days of receipt of the AOC from WBMSCL, the successful Tenderer, if required, shall furnish the Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL in accordance with the GCC, using for that purpose the Performance Security Form included in Section VI, Contract forms, or another Form acceptable to WBMSCL. WBMSCL shall promptly discharge the Bid Securities of the unsuccessful Tenderers pursuant to Instructions to Tenderers.
6. Failure of the successful Tenderer to submit the above-mentioned Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL and sign the agreement within 14(fourteen) days of issue of AOC shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

*Note: - Working demonstration of all the offered goods within India shall be required to be arranged by the Tenderer before the Bid Evaluation Committee for technical evaluation, as and when requested to do so by the Technical Bid Evaluation Committee prior to the opening of the financial bids. The cost incurred for the tour of the members of technical bid evaluation will be entirely borne by WBMSCL. Choosing of site for onsite physical demonstration from the list of installations submitted by a bidder / the institutes who have issued satisfactory certificate to the bidder shall be on the discretion of WBMSCL.*

## Section II: General Conditions of Contract (GCC)

In the event of an order, and any dispute arising out of the same, the WBMSCL General Conditions of Contract will apply as under

### **1. LEGAL STATUS OF THE PARTIES:**

WBMSCL and the [insert Name of the Vendor] shall respectively be referred to as "FIRST PARTY" & "SECOND PARTY" hereunder and each Party acknowledges and agrees that:

- 1.1. Nothing contained in or relating to the contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities and shall be treated responsible for the actions undertaken by respective parties.
- 1.2. If the Second Party is a joint venture (JV) or consortium, all of the Parties shall be jointly and severally liable to the First Party for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture or consortium even though the Award of Work will be issued in the name of JV and all payment will be made in the name of JV. In case of Consortium, the Award of Work will be issued in the name of the Lead Partner of the Consortium and all payment will be made in the name of the Lead Partner. The composition or the constitution of joint venture or consortium shall not be amended and/or altered without the express prior consent of the First Party.

### **2. DEFINITIONS:**

- 2.1. **GOODS:** Goods, which term and expression unless excluded by or repugnant to the context would include, hereinafter, deemed to include, without limitation, such medicines, raw materials, components, intermediate products and products which the Second Party is required to supply pursuant to the Purchase Order or Special Conditions of this Contract to which these General Conditions are related to.
- 2.2. **SERVICES:** Services, which term and expression unless excluded by or repugnant to the context would include, hereinafter, deemed to include services ancillary to the supply of the Goods including, without limitation, transportation and supply at the point of consignee and such other obligations as required under this Contract and including such other obligations.
- 2.3. **TRADE TERMS:** Whenever an International Commercial Term (Inco term) is used in this Contract, the same would be, interpreted in accordance with the International Commercial Term , 2010 subject to the judicial interpretation followed in India.

### **3. CONTRACT PRICE:**

Prices charged by the Second Party for the Goods supplied and the related services performed under the Contract shall not vary from the prices quoted by the Second Party in its bid, no exception shall be allowed of any price adjustment unless expressly authorized in writing by the First Party.



#### **4. PENAL PROVISIONS UNDER THE CONTRACT:**

- 4.1 The First Party will monitor and adjudge the conduct and performance of the Second Party. The penal norms as described in Section III Special Condition of Contract will follow in general, in case of Second Party fails to abide by the contract norms. The penal action for repeated offence by the Second Party will attract penal provision as stated, irrespective of the offence is made against the same contract or against a different contract period of the previous contract.
- 4.2 In case a drug is found to be spurious, mislabelled, misbranded, sub-standard, recycled or a combination of any of these on first verification by the First Party the sample will be sent to Director Drug Control for statutory examination and taking further penal action as per Drugs and Cosmetics Act 1940, Drugs and Cosmetics Rules 1945 and amendments thereafter.

#### **5. ACCEPTANCE OF GOODS:**

- 5.1 Under no circumstances shall the First Party be required to accept any Goods (including packaging and labelling of goods) that do not conform to the specifications of requirements of the instant Contract.
- 5.2 The expiry of the goods supplied by the Second Party shall be valid for the period of one year from the date of delivery of the last consignment.

#### **6. TITLE:**

Unless otherwise expressly provided in the Contract, title including the incidentals of the title and any legal or inchoate right and interest which may accrue in the said Goods shall pass from the Second Party to the First Party upon delivery of the Goods and the acceptance of the same by the First Party in accordance with the requirements of the Contract.

#### **7. WARRANTY OF GOODS:**

Without limitation of any other warranties stated in or arising under the Contract, the Second Party warrants and represents that:

- 7.1 The Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly revealed in writing by the First Party to the Second Party, and shall be of even quality, free from faults and defects in material and manufacture under normal use in the conditions prevailing in the country of final destination;
- 7.2 The Goods are of the quality, quantity and description required in the Contract;
- 7.3 The Goods are free from any right of claim by any third-party and unencumbered by any title including incidentals or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets.

#### **8. INDEMNIFICATION:**

The Second Party shall indemnify, defend and hold the First Party, the DoHFW and the Government agencies harmless against any or all proceedings, actions and third party claims arising out of a breach by the Second Party of any of its obligations under this agreement.

This indemnity shall be limited in respect of making harmless to the First Party, the DoHFW and the Government agencies.

## **9. CHANGES:**

The First Party may at any time by written instruction vary the general scope of this Contract by forty percent (40%) of the quantity above or below the original Contract, in order to accommodate emergency and convenience.

## **10. TERMINATION FOR CONVENIENCE:**

10.1 The First Party may, upon notice to the Second Party, terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall state that termination is for the First Party's convenience, the extent to which performance of the Second Party under the Contract is terminated and the date upon which such termination becomes effective.

10.2 In the event of Termination for Convenience, no payment shall be due from the First Party to the Second Party except for Goods satisfactorily delivered and for the cost of such necessary work as the First Party may request the Second Party to complete.

## **11. TERMINATION FOR DEFAULT:**

11.1 The First Party, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract, in whole or in part if:

11.1.1. The Second Party fails to deliver any or all of the Goods within the period specified in the Contract:

11.1.2. The Second Party fails to perform any other obligation under the Contract;

11.1.3. The Second Party in the judgment of the First Party, has engaged in fraud and corruption, in competing for or in executing the present Contract:

11.1.4. The Second Party attempts to offer any direct or indirect benefit arising from or related to the performance of the Contract or the award there of to any representative, official, employee or other agent of the First Party or any organization of Health & Family Welfare Department, Government of West Bengal:

11.1.5. The Second Party is adjudicated bankrupt and/ or liquidated, or declared insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

11.1.6. The First Party reasonably determines that the Second Party has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Second Party to perform any of its obligations under the Contract.

11.1.7. Non compliance of all statutory norms and extant applicable laws relating to the said contract will entitle the First Party to terminate the contract.

11.2. Upon occurrence of one or more of the events specified above, the First Party shall follow the procedure of issuing notice or show cause specifying the period of time and on being not satisfied with the explanation, be entitled to terminate the Contract immediately. The decision of the First Party shall be final and binding on the Second Party.

## 12. PENALTY FOR DEFAULT:

In case of failure by the Second Party to perform according to this Contract, including but not limited to failure to obtain necessary export licenses or to make delivery of all of the Goods by the agreed delivery date, after giving the Second Party written notice to perform, and without prejudice to any other rights or remedies available to the First Party. The First Party may exercise, in its discretion, one or several of the penal provisions listed below: -

Nature of offence	Penalty to be imposed
Any wrong or misleading information provided by the Second Party during submission of bids	May lead to blacklisting in the First Party for at least 3 years
Spurious	Termination of Contract.  Blacklisting for life.  Forfeiture of the Performance Bank Guarantee. Lodging FIR.
Sub-standard after part of the same is consumed	Free of charge fresh supply.  Destruction of substandard Drug.  In case, drug is to be procured from any other source, the difference in cost is to be borne by the vendor.  Forfeiture of the Performance Bank Guarantee.
Entire supply being Sub-standard	Free of charge fresh supply.  Destruction of substandard Drug.  In case, drug is to be procured from any other source, the difference in cost is to be borne by the vendor.  Forfeiture of the Performance Bank Guarantee. Blacklisting for 3 years
Non-compliance of labeling & packing Norms	Return of goods with warning.  Free of charge Replacement.  In case, drug is to be procured from any other source, the difference in cost is to be borne by the vendor.
Non execution of agreement or non-compliance of Bid norms after Award of Contract.	Forfeiture of the Performance Bank Guarantee. Blacklisting for 5 years

### 13. CONFIDENTIALITY:

- 13.1. The First Party and the Second Party, its agents, employees, subcontractors and servants shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto, in connection with the Contract, whether such information has been furnished prior to, during or following competition or termination of the contract. Notwithstanding the above, the Second Party may furnish to its subcontractor such documents, data, and other information it received from the First Party to the extent required for the subcontractor to perform its work under the contract, in which event the Second Party shall obtain from such subcontractor an undertaking of confidentiality similar to that imposed on the Second Party.
- 13.2. The First Party shall not use such documents, data and other information received from the vendor for any purpose unrelated to the contract. Similarly, the Second Party shall not use such documents, data and other information received from the First Party for any purpose other than the performance of the contract.
- 13.3. The obligation of a party under the two foregoing paragraphs shall not apply to information that:
  - 13.3.1. Now or hereafter enters the public domains through no fault of that party;
  - 13.3.2. Can be proven to have been possessed by that party at time of disclosure and which was not previously obtained, directly, from the other party, or
  - 13.3.3. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

### 14. FORCE MAJEURE:

- 14.1. *Force majeure* as used herein means any unforeseeable and irresistible act nature, any act of war (whether declared or not), invasion, revolution insurrection, flood earthquake or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Second Party. The Second Party acknowledges and agrees that, with respect to any obligation under the contract that the Second Party must perform any delays or failure to perform such obligation arising from or relating to harsh conditions within such areas shall not, in and of itself, constitute *Force majeure* under the contract. Further the Second Party acknowledges and agrees that scarcity of raw materials, power cut, workers unrest (even if wide spread) will not constitute force majeure under the contract.
- 14.2. In the event of and as soon as possible after the occurrence of any cause constituting *Force majeure*, the vendor shall give notice and full particulars in writing to the First Party, of such occurrence or cause if the Second Party is thereby rendered unable, wholly or in part perform its obligations and meet its responsibilities under the contract. The Second Party shall also notify the First Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the contract. Not more than fifteen (15) days following the provision of such notice *Force majeure* or other changes in conditions or occurrence, the Second Party shall also submit a statement to the First Party of estimated expenditure that will likely be incurred for the duration of the change in condition or the event. On receipt of notice or notices required hereunder, the First Party shall take such action as it considers, in its sole desertion, to be appropriate or necessary in the circumstances, including the granting to the Second Party of a reasonable extension of time in which to perform any obligations under the contract.
- 14.3. If an event of *force majeure* exists and the Second Party fails, within seven (7) days such event to give notice in writing to the First Party pursuant to Article 23.2, and of the Second Party is rendered permanently unable, wholly, or in part, by reason of *force*

*majeure* to perform its obligations and meet its responsibilities under the Contract, the First Party shall have the right to suspend or terminate the contract on the same terms and conditions as are provided for in Article 19, except that the period of notice shall be seven (7) days, in any case, the First Party shall be entitled to consider the Second Party permanently unable to perform its obligations under the contract in the case of the vendor's suffering any period of suspension in excess of ninety (90) days.

#### **15. SOURCE OF INSTRUCTIONS:**

The Second Party shall neither seek nor accept instructions from any authority external to the First Party in connection with the performance of its obligations under the contract. Should any authority external to the First Party seek to impose any instructions on the Second Party regarding the Second Party's performance under the contract, the Second Party shall promptly notify and shall provide all reasonable assistance required by the First Party. The Second Party shall not take any action in respect of its performance of the contract or otherwise related to its obligations under the contract that may adversely affect the interests of the First Party, and the Second Party shall perform its obligations under the contract with the fullest regard to the interests of the First Party.

#### **16. BENEFITS, CORRUPTION AND FRAUD:**

- 16.1. The Second Party warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the contract or the award thereof to any representative, officials, employee, or other agent of the First Party or any official of the Health & Family Welfare department, Government of West Bengal or any organization engaged in the procurement process whether during the period the contract is in process or before or after the contract is over. The Second Party acknowledges and agrees that any breach of this provision is a breach of an essential term of the contract as specified.
- 16.2. Corruption means the offering, giving, receiving or soliciting of, directly or indirectly, anything of value to influence the action of any the First Party representative, official, employee or agent of the First Party or any official of the Health & Family Welfare department, Government of West Bengal or any organization engaged in the selection process or in the execution of the contract.
- 16.3. Fraud means a misrepresentation or omission of facts in order to influence the selection process or the execution of the contract.

#### **17. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF WBMSCL/ THE FIRST PARTY:**

The Second Party shall not advertise or otherwise make public for purpose of commercial advantage or goodwill that it has a contractual relationship with the First Party, nor shall the Second Party, in any manner whatsoever use the name, emblem or official seal of the First Party, or any abbreviation of the name of the First Party or Health & Family Welfare department, Government of West Bengal in connection with its business or otherwise without the written permission of the First Party.

#### **18. ASSIGNMENT:**

- 18.1. The Second Party shall not, except after obtaining the prior written approval of the First Party, assign, transfer, pledge, or make any other disposition of this contract or any part hereof or of any of the Second Party's right or obligations hereunder, except with the prior written authorization of the First Party. The Second Party may assign or otherwise transfer the contract to the surviving entity resulting from a reorganization of the Party's operation.

- 18.2. Prior to the written approval of the First Party, the Second Party shall promptly notify the First Party of such assignment at the earliest opportunity subject to the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the contract and such writing is promptly provided to the First Party following the assignment or transfer and the First Party finds that the Second Party has the financial and technical capacity as laid down in the tender document to carry out the assignment provided that:
- 18.2.1. Such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and
  - 18.2.2. Such reorganization arises from sale, merger, or acquisition of all or substantially all of the vendor's assets or ownership interest; and
  - 18.2.3. Such reorganization is not taking place with any of the Second Party who had participated in the Tender or who will be deemed to have conflict of interest as defined in the tender documents process for the same tender.
- 18.3. However, should the vendor become insolvent or should control of the vendor change by virtue of insolvency, the First Party may, without prejudice to any other right or remedy, terminate this contract.

**19. TAXES:**

Suppliers shall be entirely responsible for all taxes, duties, license fees and entry tax etc., incurred until delivery of the contracted Goods to the *Consignee as stated in the bid document*.

**20. PAYMENT PROVISIONS:**

- 20.1. No advance payment towards startup cost or payment of drug or any other incidental changes will be made to the vendor.
- 20.2. Payment terms as per 5. (b) - Payment Terms of **Section I: Important information at a glance**
- 20.3. All Bills/Invoices should be raised in triplicate in the name of Managing Director, West Bengal Medical Services Corporation Limited.
- 20.4. CENVAT / Deemed Export benefit if enjoyed by the Second Party shall be passed on to the First Party.

**21. LIQUIDATED DAMAGES:**

- 21.1. Except under the circumstances of *force majeure* as described, if the vendor fails to deliver any or all of the Goods by date(s) of delivery as per conditions of the contract, the First Party may, without prejudice to any or all its other remedies under the contract, deduct from the contract price, as per the table attached below as liquidated damages.

Defaults	Liquidation of the damages
Non-completion of scheduled supply	0.5% of the price of goods per week beyond the scheduled date of supply subject to a maximum of 5% of total contract value.

- 21.2. In case whole or a part of the drug is consumed which is found to be faulty or unfit for consumption or 'NOT OF STANDARD QUALITY' in subsequent period, the entire price of the goods even if consumed will be recovered from the vendor.

**22. NON-WAIVER OF RIGHTS:**

The failure by the First Party to exercise any rights available to it, whether under the contract or otherwise, shall not be deemed for any purpose to constitute a waiver by the First Party of any of its obligations under the contract or in future contracts of similar nature.

**23. AMICABLE SETTLEMENTS:**

When a dispute arises under this agreement the parties shall make all reasonable efforts to resolve through good faith negotiation, failing which they will attempt at dispute resolution with the intervention of the Principal Secretary, the DoHFW, GoWB

**24. ARBITRATION:**

Except for a dispute in connection with termination in which respect the decision of the First Party shall be final, any dispute between the parties arising out of or relating to this agreement which cannot be resolved through good faith negotiation shall be settled in arbitration in accordance with the provisions of the Arbitration Act-1996. The arbitration hearing shall be held in Kolkata only. The award of the arbitrator (s) shall be binding on both the parties. The cost of arbitration shall be borne by the respective parties.

**25. COURT OF LAW:**

In case of any dispute in between the parties the matter will be settled in appropriate Court of Law within Kolkata Jurisdiction.

## Section III: Special Conditions of Contract (SCC) – PENAL PROVISIONS

The following special conditions of contract (hereinafter referred to as SCC) shall supplement the General Conditions of goods (hereinafter referred to as GCC). Whenever there is a conflict, the provisions herein under SCC shall prevail over those in the GCC.

<p>The following Special Conditions of Contract (hereinafter referred to as SCC) shall supplement the General Conditions of Goods (hereinafter referred to as GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in the first column.</p>		
<p>SCC -1</p>	<p>GCC - 6</p>	<p><b>Delivery of Goods shall be made by the SECOND PARTY in accordance with the Schedule of Requirement</b>          However, the FIRST PARTY may swap facilities between phases and/or substitute any facility by a new one if deemed necessary.</p> <p><b>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the SECOND PARTY are:</b></p> <p>I. <b>For Goods supplied from abroad :</b></p> <p>(A) Upon shipment, within 24 hours the SECOND PARTY shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the SECOND PARTY shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The SECOND PARTY shall first fax the above details and then send to the Purchaser, by courier, two sets of documents comprising one original and one copy of the following:</p> <p>(i) Commercial invoice, indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the <b>Department of Health and Family Welfare, Government of West Bengal</b>; the Contract number, Goods description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;</p> <p>(ii) Negotiable, clean, on-board through bill of lading marked "freight prepaid" and indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the <b>Department of Health and Family Welfare, Government of West Bengal</b> and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;</p>



		<p>(iii) Packing list identifying contents of each package;</p> <p>(iv) Manufacturer’s Warranty Certificate covering all items supplied;</p> <p>(v) Manufacturer’s Certificate of Origin covering all items supplied;</p> <p>(vi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies;</p> <p>(vii) Manufacturer will submit a pre-shipment advisory note to purchaser &amp; consignee at least 15 days prior to the scheduled delivery of the <b>Sanitary Napkins</b> at the door step of the consignee;</p> <p>(viii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC).</p> <p>The above documents shall be received by the ‘Purchaser’ at least 15 days before arrival of Goods at the port or place of arrival and, if not received, the SECOND PARTY will be responsible for any consequent expenses.</p> <p><b>II. For Goods from within India</b></p> <p>(A) Upon the delivery of the Goods, the SECOND PARTY shall notify the Purchaser in writing and deliver to the Purchaser two sets of documents comprising one original and one copy of the following:</p> <p>(i) Commercial invoice, indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the <b>Department of Health and Family Welfare, Government of West Bengal</b>, the Contract number, loan number; Goods’ description, quantity, unit price and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;</p> <p>(ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the Purchaser as the <b>West Bengal Medical Services Corporation Limited</b> on behalf of the <b>West Bengal Medical Services Corporation Limited</b> and delivery through to final destination as stated in the Contract;</p> <p>(iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC);</p> <p>(iv) Packing list identifying contents of each package;</p> <p>(v) Manufacturer’s or SECOND PARTY’s Warranty certificate covering all items supplied;</p> <p>(vi) Manufacturer will submit a pre-shipment advisory note to purchaser &amp; consignee at least 15 days prior to the scheduled delivery of the <b>Sanitary Napkins</b> at the door step of the consignee.</p>
SCC -2	GCC - 30	<p><b>Add clause 30- Payment Terms -</b></p> <p>As per table 5 (b) Payment Terms at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.</p>

SCC-3	GCC - 31	<p><b>Add GCC clause 31</b></p> <p>For Warranty, as per table 8. Service Up time in Warranty at <b>Section I: Instructions to Tenderers under sub-section A. Important information at a glance.</b></p>
SCC - 4	GCC - 32	<p><b>Add GCC clause 32</b></p> <p>The successful bidder shall be required to undertake supplies of quantity as per schedule of requirement in phases spread over a period of 12(twelve) months from the date of signing of the contract.</p>
SCC - 5	GCC -33	<p><b>Add GCC clause 33</b></p> <p>The successful bidder shall undertake to commission the <b>Sanitary Napkins</b> as per technical specification mentioned in <b>Section IV. Schedule of Requirements.</b></p>

## Section IV: Schedule of Requirements

<b>Total packets of Sanitary Napkins for target Beneficiaries (Adolescent Girls+ASHAs) (in Lakhs) (Recast)</b>				
<b>District</b>	<b>1st Tranche (Packs in lakhs)</b>	<b>2nd Tranche (Packs in lakhs)</b>	<b>Total (Packs in lakhs)</b>	<b>Consignees</b>
COOCHBEHAR	0.80	1.60	2.39	Dy. CMOH-III, Cooch Behar
UTTAR DINAJPUR	0.86	1.71	2.57	Dy. CMOH-III, Uttar Dinajpur
MALDA	1.14	2.28	3.42	Dy. CMOH-III, Malda
MURSHIDABAD	2.02	4.04	6.06	Dy. CMOH-III, Murshidabad
BIRBHUM	0.58	1.15	1.73	Dy. CMOH-III, Birbhum
RAMPURHAT HD	0.42	0.85	1.27	Dy. CMOH-III, Rampurhat
SOUTH 24 PGS	1.28	2.56	3.84	Dy. CMOH-III, South 24 Pgs
DIAMOND HARBOUR HD	1.04	2.09	3.13	Dy. CMOH-III, Diamond Harbour HD
<b>WEST BENGAL</b>	<b>8.13</b>	<b>16.27</b>	<b>24.40</b>	

The delivery for 1<sup>st</sup> tranche has to be completed within 60 days from the date of issuance of AOC for 1<sup>st</sup> tranche.

The delivery for 2<sup>nd</sup> tranche has to be completed within 30 days from the date of issuance of AOC for 2<sup>nd</sup> tranche.

## TECHNICAL SPECIFICATIONS

### A. Preamble:

Sanitary Napkin (with wings) consists of an outer covering provided with sufficient number of channels for leak protection and an absorbent filler material with an adhesive back strip.

### B. Description:

1. **Covering** – The covering of the absorbent filter shall be made of good quality perforated Polyethylene film sleeve which has sufficient porosity to permit the assembled napkin to meet the absorbency requirement. This shall be made of a product that is non-allergenic and bio-compatible. The sanitary napkin shall have a non-absorbent barrier on one side which shall have an identifying mark indication clearly the side of the barrier.
2. **Absorbent Filler**- The filler material shall consists of cellulose pulp (either based on wood on paper or poly-acrylate gels). This shall be free from lumps, oil spots, dirt or foreign material etc.
3. **Back Strip**- A back strip for sticking the sanitary napkin onto the underwear should be there using good quality adhesive material.
4. **Absorbency**-The sanitary napkin should be able to absorb not less than 50 ml of normal saline (I.P.) @ 15 ml/minute.
5. **Size**- The size of absorbent section of the Sanitary Napkin shall be as follows:

Pad Length (mm)	Pad Width (mm)	Pad Thickness (mm)
$210 \pm 10$	$70 \pm 5$	$9 \pm 1$

The thickness shall be measured by stacking 10 complete pads and measuring the stack height. The average thickness for the 10 pads shall be used as the pad thickness.

6. **Weight**- The dry weight of one full sanitary napkin shall not be more than 10 grams.
7. **pH value**-The sanitary napkin shall be free from acids and alkali and the pH of the absorbent material shall be 6-8.5 when tested by the method given in IS: 1390-1961 (methods for determination of pH value of aqueous extracts of textile materials).

### C. MANUFACTURE, WORKMANSHIP AND FINISH:

- The absorbent filter shall be arranged and neatly cut to the required size of the pad and form a uniform thickness throughout without any wrinkles or distortion. It shall be placed in the covering in such a way that it does not cause lump formation with the effect of sudden pressure.
- The covering fabric shall cover the filter completely.

- The sanitary napkins shall have a very soft feel and when worn shall not chafe or give any uncomfortable feeling. It shall be free from all sorts of foreign matter and should be odorless.
- The material used in the fabrication is non allergenic.
- The sanitary napkin will be free from acids and alkali.
- The adhesive used in the napkin should not leave any mark and stain.

**D. Storage:**

The manufacturer shall ensure that the raw materials as well as the finished goods are stored clean and protected from dust, moisture, rodents and pests.

**E. Shelf-Life:**

The product shall have a minimum shelf of three years. At least 5/6<sup>th</sup> of the shelf life should be available on receipt of shipment at Consignee level.

**F. Packaging and Labeling:**

- i. **Primary Package:** Each Primary Package shall contain 6 Sanitary Napkins in a Polyethylene bag of good quality material with a minimum micron thickness that ensures that the pack does not tear in routine handling (subject to approval of sample by Technical Evaluation Committee) which will confirm to size of the product and sealed properly. The designing and printing of the bag shall be done at the cost of the manufacturer as per printing of the bag shall be done at the cost of the manufacturer as per printing matter including logo (in four colours) provided by WBMSCL. The printing work shall be in weatherproof ink and shall withstand immersion in water and remain intact. The primary package shall also include the name of the manufacturer, manufacturing license number, address of manufacturer, length and dimensions, lot/batch number, date of manufacturing and expiry and number of sanitary napkins in each package. The designing of the primary package shall be subject to the approval of WBMSCL.
- ii. **Secondary Package:** The sanitary napkins contained in primary package should be packed in boxes for easy handling, transport and distribution. One Box shall contain 160 primary packages of (6) Sanitary Napkins each. It shall be fabricated from Millboard/grey board/cardboard with a minimum of bursting strength of 9-10 Kg/cm<sup>2</sup>, The designing and printing of the label on the secondary package shall be done at the cost of the manufacturer as per printing matter including logo provided by WBMSCL.

- iii. **Bar Coding:** Bar code shall be used to track down the product. It shall be printed on the label of the secondary package
  - 1. Product identification (GTIN 14) using application identifier (01)
  - 2. Expiry Date in YYMMDD format & using application identifier (17)
  - 3. Master batch number using application identifier (10)

#### G. Quality assurance

##### i. Compliance:

The manufacturer shall guarantee that the products.

- a) Comply with all provisions of the specifications
- b) Meet the laid down standards for safety, efficacy and quality.
- c) Are fit for the purposes made known to the Seller.
- d) Are free from defects in workmanship and in materials.

##### ii. Pre-Inspection by the Supplier:

- a. Manufacturers/Contract should satisfy them that the stores are in accordance with the terms of the contract and fully conform to the required specifications. On examination of any Sample from any portion of the consignment of the materials are not found to fully conform to the particulars governing the supply the entire order shall be rejected.
- b. If at any time during the shelf life of the stores, the samples drawn from the batches in stock are declared not conforming to specifications, the Purchaser shall stop the use of the quantity in stock and the supplier shall replace or cause to replace within a period of 2 months of intimation by the Department for replacement.
- c. The above clause is also applicable to replacement batches.
- d. If the supplier fails to replace the quantity within two months in being called upon the do so recovery cost will be made from the supplier.

##### iii. Pre-Dispatch Inspection / Testing:

- a. Pre-Dispatch Inspection – Before the suppliers are made, each batch of the sanitary napkins shall be tested and the test certificate shall be enclosed along with the invoice. However, WBMSCL reserves the right to draw samples and test it as and when required.
- b. Sampling Plan – For a batch of 1.5 lakh pieces, 2 x 4 pouches (each containing 6 sanitary napkins) shall be drawn. It will be ensured that one set of 4 pouches is from the beginning and the other from the end of the batch. For a batch of more than 1.5 lakh pieces, 2 x 4 pouches (each containing 6

sanitary napkins) shall be drawn. It will be ensured that one set of 4 pouches is from the beginning and the other from the end of the batch.

- c. Testing – The supplier will get the sanitary napkins tested at NABL approved labs as per the protocol of testing mentioned in the BIS specifications of sanitary napkins.

WBMSCL or authorized representative may inspect the product at the manufacturer's factory and / or warehouse. The goods shall be accepted subjected to the approval of the samples for the laid down technical parameters in the specifications including package integrity test. Sanitary Napkins may be procured / dispatched and sold only after clearance from the Testing Laboratory and prior intimation to the manufacturer.

#### H. Recalls:

The products must be recalled by the manufacturer at the manufacturer's cost if rejected by WBMSCL because of problems with product quality or adverse reactions of the product to the user. The supplier will be obliged to replace the product in question at its own cost with a fresh batch of acceptable quality or withdraw and give a full refund. The supplier shall have to pay penalty as prescribed by WBMSCL.

#### I. Markings:

- i. All packages and invoices must bear the name of the product, expiry date and appropriate storage conditions.
- ii. **Secondary Package:** The following information shall be stencilled or labelled on the exterior shipping cartons on all four sides in bold letters
  - At least Arial font size 14 with waterproof indelible ink in a clearly legible manner which is acceptable to WBMSCL.
  - Generic name of the product
  - Lot or batch number
  - Date of manufacturer (month and year)
  - Expiration date (month and year)
  - Bar Code
  - Manufacturer's name and registered address
  - Consignee's address and emergency phone number including mobile number
  - Contact number
  - Number of boxes contained in the carton
  - Gross weight of each carton (in kg)
  - Instructions for storage and handling



Please note that instead of 8 there will be 6 napkins per packet. Wrapper design will be changed accordingly and supplier will have to take approval from WBMSCL.



## **Packaging**

Co-branding with the manufacturing company may be allowed. The extent of co-branding on the level art work is subject to the approval of the tender inviting authority.

## **Process Automation of Sanitary Napkins**

The production process should be fully automatical and without any direct human intervention.

## Section V. Bidding Forms

## Form 1: Check-List

[Please fill in and include with your Bid]

**Note 1:** It is essential that all documents in hard copy are to be placed before the Committee and arranged in the same sequence as given in the Check List. All the documents should be appropriately flagged.

**Note 2:** If any document is written in any language other than English, an English translation of the document duly authenticated is to be submitted.

**Note 3:** All the documents mentioned below are essential for qualifying in the technical evaluation.

**Note 4:** After opening of the technical bids, if it is found that any of the documents required to be submitted with the bids is wanting, WBMSCL shall reserve the right to allow late submission of such document at its discretion within a specified time limit.

Non statutory documents to be submitted under <u>My Space</u>				
Sl. No.	Activity	Yes / No / NA	Page No in the Bid	Remark
1	PAN Card of the bidder			
2	VAT Registration of the bidder			
3	CST Registration of the bidder			
4	License from Government/ Statutory Authority as applicable  OR Registration with the Registrar Of Companies, if applicable.			
5	Manufacturing Licence (National/International). (In case, manufacturing licence is not required / applicable for production of the quoted item, notarized declaration from the manufacturer is to be submitted) Current registration as SSI (if any)			
6	Performance Statement Form (For the period of last three years ending December 2016) - Form 6 of Section V <b>To attach:</b> Documentary evidence (Client's certificate/ order copy with proof of payment received from the client) in support of satisfactory completion of above orders.			
7	ISO certificate, if applicable			
8	Income Tax returns and acknowledgement receipt for assessment year 2013-14, 2014-15 and 2015-16			
9	Acknowledgement of VAT Returns /VAT Clearance Certificate for 2015-16			
10	Acknowledgement of CST Returns CST Clearance Certificate for 2015-16			
11	Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- for, Form 2			
12	P/L & Balance sheet 2013-2014			
13	P/L & Balance sheet 2014-2015			
14	P/L & Balance sheet 2015-2016			

<b>BID - A</b>				
<b>Sl. No.</b>	<b>Activity</b>	<b>Yes / No / NA</b>	<b>Page No in the Bid</b>	<b>Remark</b>
15	Earnest Money Deposit (EMD)/ Bid Security in the form Bank Guarantee (BG). (* Tenderers to follow the format given in Form No. 4 of Section V, if EMD is submitted in the form of Bank Guarantee)			
16	Declaration of the bidder on letter head that "We agree to submit a copy of the Tender Documents and its Amendments and Addendums thereto duly initialled by us in all pages with our seal/ rubber stamp affixed thereto, in token of acceptance thereof."			
<b>BID - B</b>				
<b>Sl. No.</b>	<b>Activity</b>	<b>Yes / No / NA</b>	<b>Page No in the Bid</b>	<b>Remark</b>
17	2 Samples of the item offered			
18	Compliance Sheet of the Technical Specifications (Form No. 3 of Section V) duly signed & stamped by Authorised signatory of the Manufacturing company			
19	Test report of the offered Sanitary Napkins from NABL approved lab conforming the specifications. (protocol of testing should be as per BIS specification)			
20	Average Annual Turnover in INR of the Company during any of the last 3 Financial Years 2013-14, 2014-15 & 2015-16 – to be certified by practicing Chartered Accountant as per format given in <b>FORM 11</b>			
21	Documents in support that the bidder has manufactured at least 75 Lakh Sanitary Napkins for Govt. supply in a single Government tender in the last 3 (three) financial years.			
22	Certificate of incorporation issued by Registrar of Companies			
23	Valid document from appropriate authority in support that the tenderer have production capacity of at least 4 Lakh Sanitary Napkins per day.			

# FORM 2

## Tender Form

(To be furnished on non-judicial stamp-paper of Rs. 100/-, affirmed before a First Class Magistrate/ Notary/ Executive Magistrate)

Date: .....

Bid Reference No.: \_\_\_\_\_

**Name of Contract:** Supply of Sanitary Napkins.

To  
Managing Director,  
West Bengal Medical Services Corporation Ltd,  
Swasthya Sathi,  
GN- 29, Sector – V, Salt Lake,  
Kolkata - 700 091

Sir,

I/We, the undersigned hereby accept all the terms and conditions of the Bid Reference No.: **WBMSCL/NIT-06/2017, Dated - 17.02.2017** and its Amendments and Addendum thereto are read and accepted without any modification or condition(s). We now offer to supply Sanitary Napkins in conformity with your above referred document. We also

1. certify that:

- a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
- b) We have quoted for 1 (one) pack of 6 (six) Sanitary Napkin
- c) We offer to supply goods in conformity with Bidding Documents.
- d) The offered products are in accordance with the required specifications and technical requirements
- e) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents. However, the prices quoted by us and accepted by WBMSCL shall hold good and remain valid for a period of **12(twelve)** months from the date of signing of the contract and no additional claims will be made on account of any price variation or fluctuation in market rates. The rate quoted shall remain binding upon us and may be accepted at any time before the expiration of **12(twelve)** months.

- f) If our bid is accepted, we will submit a performance security within 14 (fourteen) days of issuance of Award of Contract (AOC) in the prescribed format as given in the bid document.
- g) Our company has been incorporated in accordance with the laws of India and governed by them. The date of Incorporation of our Company is \_\_\_\_\_ as per the certificate of incorporation issued by Registrar of Companies and it is in operation since then.
- h) Our Company have supplied \_\_\_\_\_ qty/ pack of \_\_\_\_\_ of the offered goods in last 3 (three) financial year.
- i) Our company has production capacity of \_\_\_\_\_ Sanitary Napkins per day.
- j) We are not currently blacklisted by any Government agency in India.
- k) There is no adverse report against the goods offered by us in any Govt. institution.
- l) We will permit WBMSCL or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the WBMSCL.
- m) All the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, penalties shall be imposed in terms of the bid document.

2. understand that:

- (i) Partial or incomplete bid submission will lead to cancellation of our bid.
- (ii) The tender inviting and accepting authority can vary quantity up to 40% (forty percent) above or 40% (twenty percent) below the required quantity under this tender.
- (iii) The tender inviting and accepting authority reserves the right to reject any application without assigning any reason.

**Enclose:**

- 1. Non Statutory Documents/ My Documents
- 2. Statutory Documents (Bid A & Bid B)
- 3. Forms & Annexure duly filled up, signed & notarized (where applicable)

Name.....

In the capacity of.....

Signed .....

Duly authorized to sign the Bid for and on behalf of (if applicable).....

Date.....

**Form 3: Technical Specification Form**  
**(Comparative Data Table)**

Tenderers must complete the right column of the below table and the compliance confirmation statement as included in Section IV, Schedule of Requirements; Technical Specifications.

Schedule No. \_\_\_ :

<i>WBMSCL's minimum Technical Requirements</i>	<i>Please fill-in</i>

THE OFFERED PRODUCTS ARE IN ACCORDANCE WITH THE REQUIRED SPECIFICATIONS AND TECHNICAL REQUIREMENTS:

YES                      NO

ANY DEVIATIONS MUST BE LISTED BELOW:

\_\_\_\_\_

## Form 4: Bid Security (Bank Guarantee) Form

*[Insert: No Bid Security is requested or The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

\_\_\_\_\_  
*[Bank's Name and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of WBMSCL]*

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of the Tenderer]* (hereinafter called "the Tenderer") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation to Bid No. *[NIT number]* ("the NIT").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Tenderer, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the bid conditions, because the Tenderer:

- (a) has withdrawn its Bid during the period of bid validity specified by the Tenderer in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by WBMSCL during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Tenderers.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of the Tenderer's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[Signature]*



**Form 5: Manufacturer's Authorization Form**  
**(DELETED)**

**Form 6: Performance Statement Form**  
 (For the period of last three years ending December, 2016, if applicable)

Bid no: \_\_\_\_\_ Date of Opening: \_\_\_\_\_

Name of the Firm \_\_\_\_\_

Order placed by (Full address of purchaser)	Order no & date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Remarks indicating reasons of late delivery, if any	Was the supplies of goods satisfactory
				As per Contract	Actual		

Signature and seal of the Tenderer

\_\_\_\_\_

Form 7: No adverse report, non conviction and successful  
commissioning of equipment

**DELETE**

## Form 8: Statement of Breakup of Duties and Taxes

Sl. No.	Particulars	Percentage (if applicable)	Price (In INR)
1	Basic Price of item including accessories (as mentioned)		
2	Customs Duties, if any		
3	Excise Duties, if any		
4	Freight Charges, if any		
5	Insurance, if any		
6	CST		
7	VAT		
8	Others, if any		
<b>BILL VALUE/ INVOICE VALUE</b>			
9	Entry tax @ 1% of BILL VALUE/ INVOICE VALUE		
<b>Gross Price</b>			

Form 9: NIT Acceptance Form

**DELETE**

Form 10(a): Prices for Consumables

**(DELETE)**

Form 10(b): Prices for Spares

**(DELETE)**

## Form 11: Turnover certificate

I certify that Average Annual Turnover of *(insert the name of the company)* in India during the last 3 Financial Years 2013-14, 2014-15 & 2015-16 is Rs. .... as per the Audited Accounts of the Organization.

Signature and seal of Chartered Accountant

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## Form 12: Declaration of Quality Certification of Equipment

(DELETE)

## Form 13: Consignee Receipt Certificate (CRC)



(To be issued by consignee's authorized representative)

[The consignee may issue an additional challan receipt if delivered by courier or transporter]

Date of supply by the Company Person or Courier:	
Name and Address of the Consignee:	
Name of the item supplied (with Make & Model & Model No.):	
Purchase Order / Contract No.:	
Name of the Supplier:	
No. of Units supplied:	
Place of destination (The dept. where the goods will be actually supplied):	
Invoice No. & Date:	
Details of Batch / Serial Numbers, if any of item supplied:	
<p>.....</p> <p>(Signature &amp; Office Seal of authorized representative of Consignees with date )</p> <p>[Name and designation of the signatory to be written capital letter]</p>	
<p>.....</p> <p>(Signature &amp; Office Seal of Head of the Institute / Hospital with date)</p> <p>[Name and designation of the signatory to be written capital letter]</p>	

## General guidance for e-Tendering

Instructions / Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the prospective Tenderers to participate in e-Tendering.

Registration of Tenderers:

1. Any tenderer willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://etender.wb.nic.in>. The prospective Tenderer is to click on the link for e-Tendering site as given on the web portal.
2. Digital Signature certificate (DSC): Each Tenderer is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) from NIC for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount.
3. The Tenderer can search & download NIT & Tender Documents electronically from computer once he logs on to the website using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
4. Participation in more than one item: A prospective Tenderer shall be allowed to offer rate as per his or her choice subject to fulfilment of conditions laid down hereinabove and conforming to his production capacity to be laid down in the tender paper.
5. Submission of Tenders: General process of submission, Tenders are to be submitted through online to the website at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).
6. Physical verification of samples to be made by the expert committee after evaluating Technical proposal.



## Section VI. Contract Forms

# Form 1: Performance Security

*[Insert: No Performance Security shall be requested or the bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]*

Date: *[insert date (as day, month and year) of Bid Submission]*  
ITB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary:** *[insert legal name and address of WBMSCL]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>1</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

*[Signatures of authorized representatives of the bank and the Supplier]*

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<sup>1</sup> The Bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency(ies) of the Contract or a freely convertible currency acceptable to WBMSCL.

<sup>2</sup> Dates established in accordance with Clause 12 of the General Conditions of Contract ("GCG"). WBMSCL should note that in the event of an extension of the time to perform the Contract, WBMSCL would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, WBMSCL might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to WBMSCL's written request for such extension, such request to be presented to us before the expiry of the Guarantee."