

## Notice Inviting e-Tender

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

Phone No (033) 40340308 / 40340318  
E mail: [procurement@wbmsc.gov.in](mailto:procurement@wbmsc.gov.in)

**SUPPLY OF TABLET PYRIDOXINE 50 MG AND TABLET PYRIDOXINE 25 MG**  
(Submission of Bid through *online*)

**Bid Reference No.: WBMSCL / NIT- 69 / 2018**

**Dated - 15.03.2018**

**2<sup>nd</sup> Call of Bid Reference No. WBMSCL/NIT-08/2018, dated: 17.01.2018**

1. West Bengal Medical Services Corporation Limited (WBMSCL) has been requested by the Government of West Bengal to procure on their behalf **Tablet Pyridoxine 50 mg and Tablet Pyridoxine 25 mg** 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 Tablet Pyridoxine 50 mg and Tablet Pyridoxine 25 mg as per Schedules 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 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   | 16.03.2018               |
| 2.  | Documents download start date (Online)  | 16.03.2018               |
| 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>   | 26.03.2018 at 2:00 PM    |
| 4.  | Bid submission start date (On line)   | 29.03.2018               |
| 5.  | <p><b>Bid submission closing (On line)</b><br/> Bid submission includes:</p> <p>i) Non statutory documents to be submitted under <u>My Space</u> (Each sub-category item should be in multiple page single PDF file)</p> <p>ii) BID – A (Should be in multiple page single PDF file)</p> <p>iii) BID – B (Should be in multiple page single PDF file)</p> <p>iv) BID – C (BOQ and the statement of Breakup of Duties and Taxes)</p> <p><b>Detailed list of documents annexed at Section V Check-List Form</b><br/> 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.<br/> <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 3 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> | 09.04.2018 up to 5:00 PM |
| 6.  | <p><b>Last date of submission (off-line) of</b></p> <p>a) Earnest Money Deposit</p> <p>b) Hard copies of the documents uploaded in e-tender during bid submission. <b>No BOQ to be submitted in hard copy.</b></p> <p>c) Copy of acknowledgement generated by e-tender portal against the documents uploaded during bid submission.</p> <p>d) 5 (five) strips of samples of each type of tablet.</p> <p><b>N.B.:</b></p> <p>1) All the above documents are to be submitted at the registered office of WBMSCL.</p> <p><b>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</b></p>  | 16.04.2018 up to 3:00 PM |

|     |  |                                  |
|-----|--|----------------------------------|
|     | <b>appropriately flagged.</b>  |                                  |
| 7.  | Bid opening date for Technical Proposals ( <b>Online</b> ) (Bid A & B)   | 16.04.2018 after 4:00 PM         |
| 8.  | Bidders to remain present at WBMSCL office, Kolkata for identification of the documents for the technical bid evaluation | 17.04.2018 after 11:00 AM        |
| 9.  | <b>Demonstration of the Medicine</b>   | 17.04.2018 after 11:00 AM        |
| 10. | Submission of non-statutory wanting document (if any)  | Within 23.04.2018 up to 02:00 PM |
| 11. | 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)

#### 1. Tender Schedule Details

| Schedule I                                       | Schedule II                                      |
|--|--|
| Tablet Pyridoxine 50 mg<br>(1 strip of 10 Tabs.) | Tablet Pyridoxine 25 mg<br>(1 strip of 10 Tabs.) |
| Qty.- 96,000 (No. of strips)                     | Qty.- 3,000 (No. of strips)                      |

#### 2. Tender Fees : Exempted

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

| Schedule I  | Schedule II             |
|---|-------------------------|
| Tablet Pyridoxine 50 mg   | Tablet Pyridoxine 25 mg |
| ₹. 50,000   | ₹. 2,000                |
| In the form of Bank Guarantee (BG) as per format given in Form: 4 of Section V, valid for 180 days from the date of closing of bids (online). |                         |

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

| Schedule I  | Schedule I  |
|---|---|
| Tablet Pyridoxine 50 mg   | Tablet Pyridoxine 25 mg   |
| The Manufacturers or their marketing organization should have annual sales turnover (i.e., total turnover of the company) of minimum Rs. 5 (five) crore on an average of last three financial years (2014-15, 2015-16 & 2016-2017) as per the Audited Accounts of the Organization. | The Manufacturers or their marketing organization should have annual sales turnover (i.e., total turnover of the company) of minimum Rs. 5 (five) crore on an average of last three financial years (2014-15, 2015-16 & 2016-2017) as per the Audited Accounts of the Organization. |

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

| Delivery Status   | Schedule I              | Schedule II             |
|---|-------------------------|-------------------------|
|   | Tablet Pyridoxine 50 mg | Tablet Pyridoxine 25 mg |
| Completion of 100%  | Within 45 Days          | Within 45 Days          |
| Supply with Penalty@ 0.3% on the ordered value of entire goods per day beyond 45 days | Within 60 Days          | Within 60 Days          |
| Note: The delivery schedule will be effective from the date of Award of Work          |                         |                         |

**(b) Payment Terms**

| <b>Schedule I &amp; II</b>  |  |
|---|--|
| <b>I. General Terms</b>   |  |
| (i) The payment to Manufacturer will be made under Delivered Duty Paid contract.  |  |
| (ii) The Tenderers should be quote in INR only.   |  |
| <b>II. Payment terms for Manufacturer</b>   |  |
| A. 80 % of the Gross Price of the Medicine / Kit shall be paid within 15 days of submission of invoices along with delivery challans and Consignee Receipt Certificate (CRC).   |  |
| B. Remaining 20% of the Gross Price of the Medicine / Kit shall be paid after WBMSCL has satisfied itself that the goods have been delivered in compliance with the requirements of the tender including packaging and labelling norms. |  |
| <b>Note:</b><br>Submission of required Performance Bank Guarantee and signing of Agreement are mandatory for the processing of any Payment.   |  |
| <b>Basic Price of Medicine / Kit (s)</b> includes value of goods, duties, freight charges, insurance, supply up to the consignee excluding applicable GST.  |  |

**6. Performance Security (PS)**

(In the form of unconditional and irrevocable Bank Guarantee)

| <b>Schedule I</b>   | <b>Schedule II</b>             |
|---|--------------------------------|
| <b>Tablet Pyridoxine 50 mg</b>  | <b>Tablet Pyridoxine 25 mg</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>Schedule I &amp; II</b>                                     |
|--|
| a) Manufacturing Company                                       |
| b) Marketing Organization, duly authorized by the Manufacturer |

**8. Eligible Tenderers:**

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

| <b>Schedule I &amp; II</b>   |
|--|
| Tenderer should have manufactured and supplied at least 2 crore Tablets of any medicine to at least one national programme/ government (state/central) in India in last 5 years. |

**8.2 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.

**8.3** 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.

**8.4 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.

## B. General

### 1. Scope of Bid

- 1.1 The type of goods and related services to be purchased is: **Supply of Tablet Pyridoxine 50 mg and Tablet Pyridoxine 25 (Schedule I & II)** as per the Schedule of Requirements.

### 2. Source of Funds

- 2.1 Funds received from the **Department of H & FW**, for the procurement of Medicine 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 goods and related services**

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

4.2 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*

### 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 shall be in the form of Demand Draft (DD) in original from any scheduled commercial bank as per prescribed form in Section V, in favour of "**West Bengal Medical Services Corporation Limited**", GN-29, Swasthya Bhawan, Sec-V, Salt Lake, Kolkata- 700091 in the amount as provided in the **Schedule of Requirements** and denominated in INR.

11.2 **Any bid not accompanied by a substantially responsive EMD in accordance with Instructions to Tenderers shall be rejected by WBMSCL as non-responsive.**

11.3 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

11.4 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 medicine 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<br>b) Service Tax registration Certificate<br>c) VAT Registration of the bidder<br>d) CST registration of the bidder<br>e) CE Certificate of the manufacturer<br>f) GST registration Certificate<br>g) cGMP Certificate<br>h) WHO GMP Certificate<br>i) Revised Schedule M Certificate |
| 2       | COMPANY DETAILS | COMPANY DETAILS 1   | a) License from Government/ Statutory Authority as applicable.<br>OR<br>b) Registration with the Registrar of Companies/Factory license if applicable.   |
|         |                 | COMPANY DETAILS 2   | a) Valid Drug Manufacturing Licence<br>b) Valid drug distribution license in case of marketing organization<br>C) Current registration as SSI (if any)   |
| 3       | CREDENTIAL      | CREDENTIAL 1        | Performance Statement Form (For the period of last three financial years) - Form 6 of Section V<br><b>To attach:</b> Documentary evidence (Client's certificate) in support of satisfactory completion of above orders.  |
|         |                 | CREDENTIAL 2        | ISO certificate, if applicable   |
| 4       | DECLARATION     | DECLARATION1        | Income Tax returns and acknowledgement receipt for assessment year 2015-16 & 2016-17   |
|         |                 | DECLARATION2        | Acknowledgement of VAT Returns / VAT Clearance Certificate for 2016-17.  |
|         |                 | DECLARATION3        | Acknowledgement of CST Returns for 2016-17 /CST Clearance Certificate.   |
|         |                 | DECLARATION 4       | Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- for,<br>a) Acceptance of Terms and Conditions of NIT and its Amendments and   |

|   |                |                               |   |
|---|----------------|-------------------------------|---|
|   |                |                               | Addendums thereto. (As per Form 9 of Section V).<br><i>Note: Technical evaluation of the bid will be taken up only after scrutiny of Form 9 (NIT Acceptance Form) duly notarized.</i> |
|   |                | DECLARATION 5                 | Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- as per Form – 7.   |
| 5 | MEDICINE       | MEDICINE 1                    | Manufacturer's Authorization (If applicable) as per Form 5 of Section V   |
|   |                | MEDICINE 2                    | List of supply of offered model. (self declaration)   |
|   |                | MEDICINE 3                    | Satisfactory Performance Certificate from at least 3 (three) users of the quoted model in support of the satisfactory operation in India.   |
| 6 | FINANCIAL INFO | P/L & BALANCE SHEET 2015-2017 | P/L & Balance sheet 2015-16 and 2016-17   |

**(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 | Name of the offered Item (Self Declaration)   |
| 2 | Comparative Data Table of the Technical Specifications (Form No. 3 of Section V)  |
| 3 | Documentary evidence of manufacturing capability  |
| 4 | 1 set of Brochure of the offered product / Medicine.  |
| 5 | Declaration of Quality Certification of Medicine (as applicable)  |
| 6 | Average Annual Turnover in INR of the Company in Medicine / kit / drug division during the last 3 Financial Years 2014-15, 2015-16 & 2016-17 - to be certified by practicing Chartered Accountant as per format given in <b>FORM 11</b> |

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

**iii) BID – C [Bill of Quantity (BOQ)]**

BOQ shall contain financial quotes in respect of basic price of the item.

BASIC PRICE of the goods is to be quoted. BASIC PRICE of goods includes value of the goods and all other charges (e.g. freight, insurance etc) for supply at the door step of the consignees excluding applicable tax(s).

Comparison of financial bid will be based on 'BASIC PRICE'.

Rates shall be valid throughout the period to be covered by the contract to be executed with successful Tenderers along with any extensions as may be made by the competent authority from time to time.

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 shall lead to summary cancellation of bid and may lead to blacklisting in WBMSCL for at least 3 years.
- 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 after finalization of the tender and / or submission of Performance Bank Guarantee.
- d) If any bidders fail to upload all the necessary documents related to submission of bids during online submission due to space constraint or any such issue, the bidder should submit the un-submitted documents as hard copy with the EMD and Tender Fees within the stipulated time of submission of hard copies of documents to this office. The bidder must upload a PDF document with the list of the documents either in bid A or Bid B. Again the bidder must complete the process of e-tendering with proper submission of BOQ i.e. Bid-C and should get the acknowledgement of completion of bid submission.

## 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 9 (NIT Acceptance Form) duly notarized**
- ii) **Scrutiny of documentary evidence as per Form 1: Check-list, Section V of Bid document submitted by the Tenderers**
- iii) **Evaluation of Spec indicator:** Bidders will have to arrange for a functional demonstration of the offered medicine on the notified date. The evaluation of the spec indicator will be made based on the reports of the functional demonstration of the medicines. The functional demonstration (i.e. onsite/offsite) of the medicine 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 working / functional demonstration of the offered medicines.

**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 Gross Price of Medicine 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 20% (Twenty percent) below the original required quantity and without any change in the unit prices or other terms and conditions of the Bid Documents.

### 3. Publication of Award of Contract

- 3.1 WBMSCL shall publish the Award of Contract in e-tender portal and its website [wbtenders.gov.in](http://wbtenders.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 FIRST PARTY General Conditions of Contract will apply as under and all references to the General Conditions of Contract include (subject to all relevant approvals) a reference to these terms and conditions as amended, supplemented, substituted, novated or assigned from time to time. Each schedule and annexure referred to in these terms and conditions shall form part of these terms and conditions. The documents forming the supply contract shall be construed and interpreted so that, in the event there is any conflict or ambiguity between them, these terms and conditions shall prevail.

### 1. APPLICATION AND LEGAL STATUS OF THE PARTIES:

The General Conditions of Contract incorporated in section –II shall be applicable for the purchase and / or supply of MICRODRILL SYSTEM in the hospitals and medical colleges of the Government of West Bengal and to the extent the same are not superseded by the Special Conditions Of Contract prescribed under section III, section IV or Schedule of Requirement of this document.

WBMSCL and 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.

### 2. DEFINITIONS:

- 2.1 **GOODS:** Goods which term and expression unless excluded by or repugnant to the context would include, are hereinafter deemed to include, without limitation, such medicines, raw materials, components, intermediate products and products which the Tenderer is required to supply pursuant to the Purchase Order or Special Conditions of this Contract to which these General Conditions are related to attached.
- 2.2 **Services:** Services which term and expression unless excluded by or repugnant to the context would include are 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 it shall be interpreted in accordance with the Inco terms, 2010 subject to the judicial interpretation followed in India.

### 3. CONTRACT PRICE:

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

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

WBMSCL will monitor and adjudge the conduct and performance of the maintain Tenderer history for all Tenderers. The penal norms as described in **Section III Special Condition of Contract** will follow in general, in case of Tenderers who fail to abide by the contract norms. The penal action for repeated offence by the same Tenderer will attract penal provision as stated, even if the offence is made against the same contract or against a different contract period of the previous first contract.

In case a Medical Device/Kit is found to be spurious, mislabelled, misbranded, sub-standard, recycled or a combination of any of these on first verification by WBMSCL, 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 WBMSCL be required to accept any Goods (including packaging and labelling of goods) that do not conform to the specifications of requirements of the Contract.

5.2 Manufacturer details with production batch details must be printed on the test box along with shelf life after opening of the box.

5.3 The packaging design must be approved by WBMSCL before the production.

5.4 **A sum @ 2% of bills exclusive of Govt. tax & duties will be deducted from the bills of the supplies of items included in this tender by WBMSCL and deposited in the respective budget head to meet cost of handling and testing charges.**

5.5 The selected bidder should obtain pre-dispatch clearance of consignment batch(s) from WBMSCL. The bidder should submit a test report of the batch(s) from any NABL accredited laboratory, in addition to routine batch release certificate to WBMSCL to get the final dispatch clearance.

#### 6. TITLE:

Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Tenderer to WBMSCL upon delivery of the Goods and their acceptance by WBMSCL 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 Vendor 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 made known in writing by WBMSCL to the Tenderer, 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 Tenderer shall indemnify, defend and hold the WBMSCL, the DoHFW and the Government agencies harmless against any or all proceedings, actions and third party claims arising out of a breach by the Tenderer of any of its obligations under this agreement.

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

## **9. CHANGES:**

WBMSCL may at any time by written instruction vary the general scope of this Contract by forty percent (40%) of the quantity above or twenty percent (20%) below the original Contract in order to accommodate emergency and convenience.

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

- 10.1 WBMSCL may, upon notice to the Tenderer, terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall state that termination is for WBMSCL's convenience, the extent to which performance of the Vendor 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 WBMSCL to the Tenderer except for Goods satisfactorily delivered and for the cost of such necessary work as WBMSCL may request the Tenderer to complete.

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

11.1 WBMSCL, 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 Vendor fails to deliver any or all of the Goods within the period specified in the Contract;
- 11.1.2 The Vendor fails to perform any other obligation under the Contract;
- 11.1.3 The Vendor, in the judgment of WBMSCL, has engaged in fraud and corruption, in competing for or in executing the present Contract;
- 11.1.4 The Vendor 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 WBMSCL or any organization of Health & Family Welfare Department, Government of West Bengal;
- 11.1.5 The Vendor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
- 11.1.6 WBMSCL reasonably determines that the Vendor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Vendor 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 WBMSCL to terminate the contract.

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

## 12. PENALTY FOR DEFAULT:

In case of failure by the Tenderer 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 Tenderer written notice to perform, and without prejudice to any other rights or remedies available to WBMSCL. The Company may in its discretion, exercise one or several of the penal provisions listed below: -

| Nature of offence  | Penalty to be imposed  |
|--|--|
| Any wrong or misleading information provided by the Tenderer during submission of bids | May lead to blacklisting in WBMSCL for at least 3 years  |
| Spurious / Mislabeled / Misbranded   | Termination of Contract.<br>Blacklisting for life.<br>Forfeiture of the Performance Bank Guarantee.<br>Lodging FIR.  |
| Sub-standard after part of the same is consumed  | Free of charge fresh supply.<br>Destruction of substandard Medicine/Kit.<br>In case, Medicine /Kit is to be procured from any other source, the difference in cost is to be borne by the vendor.<br>Forfeiture of the Performance Bank Guarantee.  |
| Entire supply being Sub-standard   | Free of charge fresh supply.<br>Destruction of substandard Medicine /Kit.<br>In case, Medicine /Kit is to be procured from any other source, the difference in cost is to be borne by the vendor.<br>Forfeiture of the Performance Bank Guarantee.<br>Blacklisting for 3 years   |
| Non-compliance of labelling & Packaging Norms  | Return of goods with warning.<br>Free of charge Replacement.<br>Blacklisting for 3 years.<br>Deduction of 10% of the value of the entire contracted goods/delivered goods irrespective of the quantity of defective goods.<br>In case, Medicine /Kit is to be procured from any other source, the difference in cost is to be borne by the vendor.<br>Lodging FIR. |
| Non execution of agreement or non-compliance of Bid norms after Award                  | Forfeiture of the Performance Bank Guarantee.<br>Blacklisting for 5 years  |

|                |   |
|----------------|---|
| of Contract.   |   |
| Delayed supply | In case, Medicine /Kit is to be procured from any other source, the difference in cost is to be borne by the vendor.<br>Delay beyond specified day of supply with penalty [as per table 5(a)]<br>Termination of contract and forfeiture of performance security |

**13. CONFIDENTIALITY:**

13.1. WBMSCL and the vendor, 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 hetero, 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 vendor may furnish to its subcontractor such documents, data, and other information it received from WBMSCL to the extent required for the subcontractor to perform its work under the contract, in which event the vendor shall obtain from such subcontractor an undertaking of confidentiality similar to that imposed on the vendor.

13.2. WBMSCL shall not use such documents, data and other information received from the vendor for any purpose unrelated to the contract. Similarly, the vendor shall not use such documents, data and other information received from WBMSCL 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 vendor. The vendor acknowledges and agrees that, with respect to any obligation under the contract that the vendor 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 vendor 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 WBMSCL, of such occurrence or cause if the vendor is thereby rendered unable,

wholly or in part perform its obligations and meet its responsibilities under the contract. The vendor shall also notify WBMSCL 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 15 (fifteen) days following the provision of such notice *Force majeure* or other changes in conditions or occurrence, the vendor shall also submit a statement to WBMSCL 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,

WBMSCL shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the vendor 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 vendor fails, within 7 (seven) days such event to give notice in writing to WBMSCL pursuant to Article 23.2, and of the vendor is rendered permanently unable, wholly, or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, WBMSCL 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 7 (seven) days, in any case, WBMSCL shall be entitled to consider the vendor permanently unable to perform its obligations under the contract in the case of the vendor's suffering any period of suspension in excess of 90 (ninety) days.

## 15. SOURCE OF INSTRUCTIONS:

The vendor shall neither seek nor accept instructions from any authority external to WBMSCL in connection with the performance of its obligations under the contract. Should any authority external to WBMSCL seek to impose any instructions on the vendors regarding the vendor's performance under the contract, the vendors shall promptly notify and shall provide all reasonable assistance required by WBMSCL. The vendor 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 WBMSCL, and the vendor shall perform its obligations under the contract with the fullest regard to the interests of WBMSCL.

## 16. BENEFITS, CORRUPTION AND FRAUD:

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

**18. ASSIGNMENT:**

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

18.2. Prior to the written approval of WBMSCL, the vendor shall promptly notify WBMSCL 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 WBMSCL following the assignment or transfer and WBMSCL finds that the vendors 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 Tenderer 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, WBMSCL 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 start-up cost or payment of Medical Device / Kit or any other incidental changes will be made to the vendor.



- 20.2 Payment terms as per 5. (b) - Payment Terms of **Section I: A. 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 tenderer shall be passed on to WBMSCL.

## 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, WBMSCL 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.

| Sl. No. | For Schedules    | Defaults   | Liquidation of the damages  |
|---------|------------------|--|---|
| 1       | Schedules I & II | Non-completion of scheduled supply within 46-60 days | Supply with Penalty@ 0.3% on the ordered value of entire goods per day  |
| 2       |                  | Supply within 61-75 days                             | Supply with Penalty@ 0.5% on the ordered value of entire goods per day  |
| 3       |                  | Supply beyond 75 days                                | Supply with Penalty@ 1.0% on the ordered value of entire goods per day<br>OR<br>The contract may be cancelled with discretion of WBMSCL |

- 21.2. In case whole or a part of the Medical Device/Kits 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 WBMSCL 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 WBMSCL 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 WBMSCL 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.

## Section IV: Schedule of Requirements

Consignee & Specification of items with Packaging Details

**Consignee:** Addl. DHS (TB) & STO  
State Drug Store (RNTCP),  
Central Medical Stores,  
541B, Rabindra Sarani, Bagbazar, Kolkata - 700 003.  
Contact Person: Mr. Ranjit Mondal, Pharmacist  
Mobile No. 9804 546 727

# TECHNICAL SPECIFICATION

## SCHEDULE I

### TECHNICAL SPECIFICATION OF TABLET PYRIDOXINE 50 MG

#### A. Specific Requirements

**Item:** Product Code 31 (PC 31) consists of pyridoxine (50 mg) tablets. The drug contained in the product shall have valid registration in the country of manufacture and shall meet all requirements of the licensing authority of the country of the manufacture. The drug contained in the product shall also have valid registration in India and shall meet all the requirements of the licensing authority in India.

**Description:** Pyridoxine Tablets contained in blisters of the strip shall conform to the general requirements of Tablets and the requirements under individual monograph given in IP or other Pharmacopoeia of equivalent accuracy in the case of international transactions.

Pyridoxine Tablets contain Pyridoxine Hydrochloride.

Each Tablet shall contain - Pyridoxine Hydrochloride IP 50 mg

The quality of Pyridoxine Hydrochloride should conform to the requirements of the Individual monograph given in IP or other Pharmacopoeia of equivalent accuracy in case of international transactions.

Pyridoxine Hydrochloride Tablets contain not less than 95.0 percent and not more than 115.0 percent of the labeled amount of  $C_8H_{11}NO_3.HCl$ .

**Packaging:** Ten tablets should be packed in one blister strip packing with aluminum foil. Ten blister strips of ten tablets should be placed in one pack.

Ten thousand packs (of 10 strips each) should be placed in normal trade packing of corrugated boxes to avoid loss or damage during the transit by rail/road.

B. **Storage:** As per applicable Pharmacopoeia

C. **Shelf Life:** Shelf life would be 36 months.

## SCHEDULE II

### TECHNICAL SPECIFICATION OF TABLET PYRIDOXINE 25 MG

#### A. Specific Requirements

**Item:** Product Code 57 (PC 57) consists of pyridoxine (25 mg) tablets. The drug contained in the product shall be currently registered in the country of manufacture and shall meet all requirements of the licensing authority of the country of manufacture. The drug contained in the product shall also be currently registered in India and shall meet all the requirements of the Licensing authority in India.

**Description:** Pyridoxine Tablets contained in blisters of the strip shall conform to the general requirements of Tablets and the requirements under individual monograph given in IP or other Pharmacopoeia of equivalent accuracy in the case of international transactions.

Pyridoxine Tablets contain Pyridoxine Hydrochloride.

Each Tablet shall contain - Pyridoxine Hydrochloride IP 25 mg

The quality of Pyridoxine Hydrochloride should conform to the requirements of the Individual monograph given in IP or other Pharmacopoeia of equivalent accuracy in case of international transactions.

Pyridoxine Hydrochloride Tablets contain not less than 95.0 percent and not more than 115.0 percent of the labeled amount of  $C_8H_{11}NO_3 \cdot HCl$ .

**Packaging:** Ten tablets should be packed in one blister strip packing with aluminum foil.  
Ten blister strips of ten tablets should be placed in one pack.

One thousand packs (of 10 strips each) should be placed in normal trade packing of corrugated boxes to avoid loss or damage during the transit by rail/road.

B. **Storage:** As per applicable Pharmacopoeia

C. **Shelf Life:** Shelf life would be 36 months.

## Labelling

The Tablet should have a label on it with the following information:

- a. Procured by: WBMSCL



- b. Batch Number:  
c. Mfg Date:  
d. Expiry Date:  
e. Address:

## Inspections and Tests

- a) The Vendor shall get the Goods inspected in the manufacturer's works by a competent authority and submit a test certificate and also a guarantee / warranty certificate that the Goods conform to laid down specifications.
- b) WBMSCL or its representative may inspect and / or test any or all item of the Goods to confirm their conformity to the Contract.

## 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  |               |                    |        |
| 2   | Service Tax registration Certificate  |               |                    |        |
| 3   | VAT Registration of the bidder  |               |                    |        |
| 4   | CST Registration of the bidder  |               |                    |        |
| 5   | GST Registration Certificate  |               |                    |        |
| 6   | License from Government/ Statutory Authority as applicable/Registration with the Registrar of Companies/Factory License.  |               |                    |        |
| 7   | Manufacturing Licence if applicable   |               |                    |        |
| 8   | Current registration as SSI (if any)  |               |                    |        |
| 9   | Performance Statement Form (For the period of last three financial years) - Form 6 of Section V<br><b>To attach:</b> Documentary evidence (Client's certificate) in support of satisfactory completion of above orders. |               |                    |        |
| 10  | ISO Certificate, if applicable  |               |                    |        |
| 11  | Income Tax returns and acknowledgement receipt for assessment year 2015-16 & 2016-17  |               |                    |        |
| 12  | Acknowledgement of VAT Returns for 2016-17 /VAT Clearance Certificate.  |               |                    |        |
| 13  | Acknowledgement of CST Returns for 2016-17 /CST Clearance Certificate   |               |                    |        |
| 14  | Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- for,<br>a) Acceptance of Terms and Conditions of NIT and its Amendments and Addendums                      |               |                    |        |

|                |  |                      |                           |               |
|----------------|--|----------------------|---------------------------|---------------|
|                | thereto. (As per Form 9 of Section V).<br><br><b>Note:</b> <i>Technical evaluation of the bid will be taken up only after scrutiny of Form 9 (NIT Acceptance Form) duly notarized.</i>   |                      |                           |               |
| 15             | Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- as per Form – 7.  |                      |                           |               |
| 16             | Manufacturer's Authorization (If applicable) as per Form 5 of Section V  |                      |                           |               |
| 17             | List of supply of offered model. (self declaration)  |                      |                           |               |
| 18             | Satisfactory Performance Certificate from at least 3 (three) users of the quoted model in support of the satisfactory operation in India.  |                      |                           |               |
| 19             | P/L & Balance sheet 2015-16 and 2016-17  |                      |                           |               |
| 20             | Valid drug manufacturing license (for manufacturers) and manufacturing licence of the manufacturer along with the valid drug distribution licence (for marketing organizations).   |                      |                           |               |
| 21             | cGMP Certificate   |                      |                           |               |
| 22             | WHO GMP Certificate  |                      |                           |               |
| 23             | Revised Schedule M Certificate, if applicable  |                      |                           |               |
|                |  |                      |                           |               |
| <b>Sl. No.</b> |  | <b>Yes / No / NA</b> | <b>Page No in the Bid</b> | <b>Remark</b> |
| 24             | Earnest Money Deposit (EMD)  |                      |                           |               |
| 25             | 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>Sl. No.</b> |  | <b>Yes / No / NA</b> | <b>Page No in the Bid</b> | <b>Remark</b> |
| 26             | Name of the offered Item (Self Declaration)  |                      |                           |               |
| 27             | Comparative Data Table of the Technical Specifications (Form No. 3 of Section V)   |                      |                           |               |
| 28             | Documentary evidence of manufacturing capability   |                      |                           |               |
| 29             | 1 set of Brochure of the offered Medicine.   |                      |                           |               |
| 30             | Five (5) strips as samples   |                      |                           |               |
| 31             | Declaration of Quality Certification of Medicine   |                      |                           |               |

|    |   |  |  |  |
|----|---|--|--|--|
|    | / Kit (as applicable)   |  |  |  |
| 32 | Average Annual Turnover in INR of the Company in medical medicine / kit / drug division during the last 3 Financial Years 2014-15, 2015-16 & 2016-17 - to be certified by practicing Chartered Accountant as per format given in <b>FORM 11</b> |  |  |  |
| 33 | Test report of the manufacturer in respect of the batch for which sample has been submitted.  |  |  |  |
| 34 | Self-Declaration by the Tenderer for agreeing that WBMSCL will do Quality Analysis of Drug from NABL accredited or/and State Government Laboratories  |  |  |  |

## Form 2: APPLICATION FORMAT

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

Sub: NIT for Supply of .....

Ref:-

Sir,

Having examined the pre-qualification document (N.I.T.), I /we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of.....  
..... in the capacity..... duly authorized to submit the bid.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of Firms for Application and for completion of the contract documents is attached herewith.

We are interested in supplying the materials mentioned in the Bill of Quantities.

We understand that:

- (a) Tender Committee of WBMSCL can amend the scope & value of the contract bid under this project.
- (b) Tender Committee of WBMSCL reserves the right to reject any application without assigning any reason;

Date:-

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

**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

*[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions in the bid document. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacture. Such certificate is not required where Manufacturer is the Tenderer.]*

Date:  
NIT No.:

To:  
MD, WBMSCL

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Tenderer]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the General Conditions for Goods, with respect to the Goods offered by the above firm.

Authorised Signatory of the Manufacturer \_\_\_\_\_  
Name \_\_\_\_\_  
Designation with stamp \_\_\_\_\_  
Date \_\_\_\_\_

## Form 6: Performance Statement Form

(For the period of last three years, if applicable)

Bid no: \_\_\_\_\_

Date of Opening: \_\_\_\_\_

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

| Order placed by<br>(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 Medicine

This is to certify that

- a) There is no adverse report against the Medicine offered by.....  
(Insert Tenderer's name)
  
- b) [Name of the company] have never been convicted in any State and Govt. of India
  
- c) [Name of the company] have successfully commissioned ..... number of the offered Medicine globally in last 3 calendar years (i.e. from 01.01.2014 to 31.12.2016)

Authorised Signatory of Tenderer \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_

Date \_\_\_\_\_

**Form 8: Statement of Breakup of Duties and Taxes (to be uploaded for each SCHEDULE)**

| Sl. No.            | Particulars  | Percentage | Price (In INR) |
|--------------------|--|------------|----------------|
| 1                  | Basic Price of Medicine including value of goods, accessories & ancillaries, freight charges, installation, commissioning, end user training as many number of times as required during the period of warranty and any other charges as applicable excluding GST |            |                |
| 2                  | GST  |            |                |
| <b>Gross Price</b> |  |            |                |

## Form 9: NIT Acceptance Form

Certified that all the terms and conditions of the NIT (*mention NIT no.*) and its Amendments and Addendum thereto are read and accepted without any modification or condition(s).

Authorized Signatory  
Company Seal

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*Note: Technical evaluation of the bid will be taken up only after scrutiny of form no. 9 (NIT Acceptance Form) duly notarized.*

## Form 10: DELETED

## Form 11: Turnover certificate

I certify that Average Annual Turnover of *(insert the name of the company)* in India in the last 3 (three) Financial Years 2014- 15, 2015-16 & 2016 -17 *(Strike out which is not applicable)* 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 Medicine

(To Be Notarised)  
AFFIDAVIT

I am the authorised signatory of -----, (name of Company) and in the context of supply and/ or installation of the ----- (Name of the Medicine / Kits, Name of the offered model) which is an (name of class) solemnly affirm and declare as follows:

1. That the vendor company and /or supplier on whose behalf I am the authorised signatory admit the responsibility on the subject relating to the standard and safety of the Medicine / Kits.
2. That the statements made in the above paragraphs are true to my knowledge and belief.

DEPONENT"



## Form 13: CONSIGSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative) West Bengal Medical Services Corp. Ltd.

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

|   |  |
|---|--|
| Date of supply:   |  |
| Name and Address of the Consignee:  |  |
| Name of the item supplied (with Make & Model):  |  |
| Purchase Order / Contract No.:  |  |
| Name of the Supplied / Manufacturer:  |  |
| No. of Units supplied:  |  |
| Place of destination:   |  |
| Invoice No. & Date:   |  |
| Details of Batch / Serial Numbers of item supplied:   |  |
| <p>.....<br/>(Signature &amp; Office Seal of authorized representative of Consignees with date )<br/>[Name and designation of the signatory to be written capital letter]</p> |  |
| <p>.....<br/>(Signature &amp; Office Seal of Head of the Institute / Hospital with date )<br/>[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."