



GOVERNMENT OF WEST BENGAL
OFFICE OF THE PRINCIPAL
NORTH BENGAL MEDICAL COLLEGE
SUSHRUTANAGAR, DARJEELING 734012
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Memo No. Med/B-4/Tender/CTVS/ 2210 /1(15)/NBMC/2025

Dated, Sushrutanagar, the 16 July, 2025

NOTICE INVITING ELECTRONIC TENDER (E- TENDER) – 3RD CALL

In cancellation to previous N.I.T. No. Med/B-4/Tender/CTVS/2010/NBMC/2023 Dated, Sushrutanagar, the 12th October, 2023, an e-Tender in two-bid system is invited afresh (3rd Call) by the Principal, North Bengal Medical College from financially strong, reputed and bonafide Manufacturers / Direct Importers / Authorized Distributors / Authorized Dealers with previous experience of similar nature, for supply of the equipment, as mentioned in the table below, for the Department of Thoracic Surgery at NBMC. The rate of the items and GST & other charges, if any, must be shown separately, along with the rate of the items before quoting the rate inclusive of all taxes and charges. Warranty coverage and free maintenance, if any, must be mentioned separately and included in the rate quoted. The rate must remain valid for a period of one year from the acceptance of the tender and any further extension thereof for procurement of the item for North Bengal Medical College and Hospital, Darjeeling.

The rate of the required item(s), including GST and other charges, if any, should not exceed MRP of the item(s)

Sl. No.	Name of the Equipment	Technical Specifications	Rate to be quoted for	Required Quantity
1.	Flexible Fibre Optic Bronchoscope	Refer to Annexure	01 unit	01 unit

The intending bidders may download the tender documents, along with terms and conditions, free of cost from <https://wbtenders.gov.in> directly with the help of digital signature certificate or from our official websites <https://www.wbhealth.gov.in> & <https://principal.nbmch.ac.in> between 22.07.2025 at 02:00 P.M. to 16.08.2025 by 02:00 P.M.

Amount of Earnest Money is ₹ 40,000/- (Rupees Forty thousand) only, i.e. 2% of the amount put to tender

Hard copies of the Technical Documents (Statutory & Non-Statutory) under sealed cover should be sent by Registered / Speed / Courier Post only so as to reach at the office of the undersigned before the date & time mentioned in NIT. Technical Bid in Technical (Statutory & Non-Statutory) folder and Financial Bid in Financial folder, both duly digitally signed, are to be submitted concurrently in the website <https://wbtenders.gov.in>.

This E-tender is invited after observing all the formalities as per G.O. No. 5400-F(Y) dated 25.06.2012 of the Finance Department, Audit Branch, Government of West Bengal.

Principal

North Bengal Medical College
Sushrutanagar, Darjeeling

Memo No. Med/B-4/Tender/CTVS/ 2210 /1(15)/NBMC/2025

Dated, Sushrutanagar, the 16 July, 2025

Copy forwarded for information with the request to display on your office notice board for wide circulation to:

1. The Director of Medical Education, Govt. of West Bengal, Swasthya Bhawan, Kolkata – 700091.
2. The Programme Officer, NHM & Deputy Secretary to the GoWB, H&FW Department, National Health Mission.
3. The District Magistrate, Darjeeling.
4. The M.S.V.P., N.B.M.C. & Hospital.
5. The Director (Finance), National Health Mission.
6. The Financial Advisor, West Bengal State Health & Family Welfare Samity.
7. The SDO, Siliguri, Darjeeling.
8. The BDO, Matigara Block, Kadamtala, Darjeeling.
9. The HOD, Anesthesiology / Microbiology / Physiology / Urology / Dean of Students Affairs, North Bengal Medical College.
10. The HoD, Department of General Surgery, North Bengal Medical College.
11. The Accounts Officer, NBMC.
12. The In-Charge of Central Medical Store, NBMC.
13. The In-Charge, I.T. Cell, DoH&FW, Swasthya Bhawan, Kolkata with request to upload the NIT in the departmental website.
14. Vertitect Technology, 542, G.T. Road, 4th Floor, Howrah with request for uploading the NIT in the official website of NBMC.
15. Notice Board of NBMC.

Principal

North Bengal Medical College
Sushrutanagar, Darjeeling

Annexure to N.I.T.

Department of Chest Medicine, North Bengal Medical College & Hospital

Technical specification of Flexible Fibreoptic Bronchoscope.

Video endoscopy system consisting of adult high definition video bronchoscope, High definition video processor With Light source and medical grade monitor.

A. High definition video processor with Xenon light source.

1. It should be compact light weight digital colour video processor.
2. It should have Xenon short arc lamp.
3. It should have HD image output.
4. It should have facility for USB port.
5. It should have following power requirement for operation. Voltage 230 V

B. Specifications of Adult HD video bronchoscope

1. Field of view 85 degree or more
2. Depth of field (mm): 3~100
3. Tip deflection up and down: Up 180 degree or more and Down 120 degree or more
4. Rigid distal width (mm): 5.4 mm or less & 4mm or more.
5. Insertion tube width (mm) : 5.4 mm or less & 4mm or more.
6. Minimum instrument channel width (mm) : 2.0 mm or more.
7. Working length (mm): 600-700
8. Scope should be high definition Video Bronchoscope.
9. Biopsy port should be below control body.

C. HD medical grade monitor should be provided with the system

D. Trolley to accommodate the above system.

E. Accessories

1. Reusable biopsy forceps Without spike (5 number)
2. Reusable biopsy forcep with spike (5 number)
3. Reusable crocodile forcep.
4. Guarded Cytology brush.
5. Cleaning Brushes.
6. Computer, laser colour printer and software with computer table

F. Bronchoscope should be EU or US FDA approved

S.M.
17/07/25
H. O. D.
Dept. of Chest Medicine
N.B.M.C.H.

Counterigned by
[Signature]
Principal
North Bengal Medical College
Sushrutanagar, Dist. Darjeeling

TERMS AND CONDITIONS

1. GENERAL INSTRUCTIONS:

Intending bidders may download the tender documents free of cost from the website: <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate or from the official website of the Health & Family Welfare Department at <https://www.wbhealth.gov.in> & that of the College at <https://nbmch.ac.in>. Requisite earnest money may be remitted online to the Pooling account of the Government of West Bengal through ICICI Bank.

2. SUBMISSION OF BIDS:

Both Technical Bid and Financial Bid are to be submitted concurrently, duly digitally signed by the Company personnel in the pay roll of the Company (having Authorization from the Company management) in the website <http://wbtenders.gov.in>. All papers must be submitted in English language with proper Page Marking. The Bids are to be submitted online in the website/web portal in two folders at a time, one each for Technical Bid and for Financial Bid, before the prescribed date & time using the Digital Signature Certificate (DSC).

3. ONLINE PAYMENT PROCEDURE:

a. Login by the Bidder : An intending bidder shall login to the e-procurement portal of the Government of West Bengal at <https://wbtenders.gov.in> using his login ID and Password.

b. The bidder will have to select the particular tender and arrange payment of the required EMD amount of ₹ 40,000/- (Forty thousand) only by selecting from either of the following payment modes:

i. Payment through netbanking (any enlisted bank) through ICICI Bank Payment Gateway

On selection of netbanking as the payment mode, the bidder will be redirected to the webpage of ICICI Bank Payment Gateway (along with a string containing a Unique ID) from which the Bank will have to be selected through which the transaction is intended. The bidder will make the payment after entering his Unique ID and password of the bank to process the transaction, following which he will receive a confirmation message regarding success / failure of the transaction. If the transaction is successful, the amount paid by the bidder will get credited in the respective pooling account of the State Government maintained at the **R. N. Mukherjee Road Branch of ICICI Bank at Kolkata** towards **collection of EMD**. If the transaction fails, the bidder will have to try for payment again by going back to the first step.

ii. Payment through RTGS/NEFT

In case of offline payment through bank account in any bank: On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled Challan and the details required to process RTGS/NEFT transaction. The bidder will have to print the Challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account. Once payment is made, the bidder will have to come back to the e-procurement portal after expiry of a reasonable time (T+2 days) to enable the NEFT/RTGS process to complete, in order to confirm the payment and continue the bidding process. If the transaction is successful, the amount paid by the bidder will get credited in the **R. N. Mukherjee Road Branch of ICICI Bank at Kolkata** towards **collection of EMD**. If the payment verification is unsuccessful, the amount will be returned to the bidder's account. The bidder will have to try again for payment by going back to the first step. For RTGS/NEFT, the bidders are requested to process the uploading of the bid document well in advance, and sufficiently prior to closing of the bid of the particular group to avoid the risk of transaction failure.

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

4. REFUND / SETTLEMENT PROCESS:

i. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-payment portal of the State Government, the tender inviting committee will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of unsuccessful bidders.

ii. On receipt of the information from the e-procurement portal, the bank will refund, through an automated process, the EMD of the disqualified bidders at the technical evaluation to the respective bidders' bank account from which they made payment transaction. Such refund will take place within T+7 Bank working days where 'T' will mean the date on which notice of rejection of bid is uploaded to the e-procurement portal by the tender inviting authority.

iii. Once the financial bid evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than that of L-1 and L-2 bidders will be refunded, through an automated process, to the respective bidder's bank account from which they made the payment transaction. Such refund will take place within T+7 bank working days where 'T' will mean the date on which information on rejection of bid is uploaded to the e-procurement portal by the tender inviting authority. However, L-2 bidder should not be rejected till the LOI process is successful.

iv. If the L-1 bidder accepts the LOI and the same is processed electronically in the e-procurement portal, EMD of the L-2 bidder will be refunded through an automated process, to his bank account from which he made the transaction. Such refund will take place within T+2 bank working days where 'T' will mean the date on which information on Award of Contract (AOC) to the L-1 bidder is uploaded to the e-procurement portal the tender inviting authority.

v. As soon as the L-1 bidder is awarded the contract (AOC), and the same is processed electronically in the e-procurement portal –

a) EMD of the L-1 Bidder of the tenders of the State Government Offices will automatically get transferred from the Pooling account to the State Government Deposit Head '8443-00-103-001-07' through GRIPS along with the bank particulars of the L-1 bidder.

b) EMD of the L-1 bidder for the tenders of the State/PSU/Autonomous Bodies/ Local Bodies/ PRIs etc. will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L1 bidder.

In both the above cases, such transfer will take place within T+7 bank working days where 'T' will mean the date on which the award of contract (AOC) is issued.

vi. The bank will share the details of GRN No. generated on successful entry in GRIPS with the e-procurement portal for upgradation.

vii. Once the EMD of L-1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account of the Government Revenue Receipt Head "0070-60-800-013-27" through GRIPS for Government Tenders and to the respective linked bank accounts for State/PSU/Autonomous Body/Local Body/Is etc.

viii. All refunds will be made mandatory to the bank account from which the payment of EMD and tender fees (if any) were initiated.

5. TIME SCHEDULES FOR THE E-TENDER:

Sl. No.	Particulars	Date
1.	Date of hoisting of documents at Departmental Website	22-07-2025
2.	Date of uploading of N.I.T. Documents (online) from this end	22-07-2025
3.	Documents download start date (Online)	22-07-2025
4.	Date of Pre-Bid Meeting with the intending bidders at the office of the Principal of North Bengal Medical College, Darjeeling	25-07-2025 at 11:00 AM
5.	Bid Submission starting (Online)	26-07-2025 at 02:00 PM
6.	Bid Submission closing (Online)	16-08-2025 at 02:00 PM
7.	Date of opening of Technical Bid (Bid A) (Online)	18-08-2025 at 02:00 PM
8.	Date of uploading list of Technically Qualified Bidders (Bid A) (Online)	To be declared later
9.	Date of opening of Financial Bid (Bid B) (Online)	To be declared later
10.	Date of uploading of list of bidders along with the approved rate	To be declared later

PRINCIPAL, NBMC, reserves the right to change the above schedule in case of any exigencies after putting up a notice in the departmental website and Notice Board of PRINCIPAL, NBMC. In the event of any of the above mentioned dates being declared as a holiday for the NBMC, Darjeeling, the tenders will be opened on the next working day at the appointed time.

6. ELIGIBILITY FOR BIDDING:

Manufacturers or Direct Importers or Distributor of the item(s), capable of supplying the quantities as per requirement of this Bid Document would be eligible to quote. Any loss making Company as per audited profit and loss accounts and Balance Sheet would not be eligible to participate in the Tender. This would be assessed on the basis of their Financial Performance for the Financial Years **2023-24 & 2024-25** and any Company in respect of which the Average Profit before Tax for the last 2 Financial Years (as certified by Chartered Accountant) is in negative shall not be eligible to apply.

Bidders should not offer products that are currently blacklisted by any other State/ Central Government agencies/ organizations or local, autonomous, statutory body/ bodies under the control of a State or Central Govt. or whose licenses are currently suspended/ cancelled or manufacturers convicted in case of pending prosecution processes, the bidder shall have to give declaration in 'Annexure V' and after the final decision of the Legal Authority, the verdict of the case should be brought to the notice of the Tender inviting authority immediately, where the bidder is selected for supply.

7. THE BIDS OF THE FOLLOWING BIDDERS WILL NOT BE ACCEPTED:

The Bidders who were declared debarred/blacklisted by any Govt. Concern/Govt. Health Institution in the Country as a whole or, for any item / items (quoted in this tender) are not eligible to participate in the current tender as a whole or, for that item or items. This clause will be applied on the basis of the Affidavit in Annexure-V, made by the bidder.

8. SUBMISSION OF THE TENDERS:

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

I – "BID A" Part I : -

Company Specific Technical Documents (PDF) (SINGLE FILE MULTIPLE PAGE SCANNED) The scanned document uploaded should be legible and readable and should not be repetitive. Uploading of illegible scanned document will not be accepted and will stand for rejection of bid. No document should be uploaded which is not demanded or mentioned below:

A	Certificate of registration/EM II in respect of domestic MSME within the State of West Bengal
B	CHECK LIST in the prescribed format
C	Application in Annexure I
D	Bidder's details in Annexure I(a)
E	Authorization letter of signatory from Company in Annexure II
F	Certificate from Chartered Firm about Annual Turnover Net of Taxes for the last 03 (three) years, i.e. 2023-2024 & 2024-2025 in Annexure III
G	Copy of agreement between the out-of-state Manufacturer and the Distributor, if any, in Annexure IV (a)
H	Certificate from Chartered Firm about Annual Turnover of the Distributor for 2023-2024 OR 2024-2025 in Annexure IV(b)
I	Particulars of Distributor, if any, including detailed information regarding Trade License, IT Return for last three assessment years, GST Return, No Conviction Certificate etc. in Annexure IV(c)
J	Affidavit on Non Judicial Paper worth Rs. 50.00 for Non-Conviction and Non-Debarment/Non-Blacklisting sworn before the Notary Public/Judicial Magistrate/Executive Magistrate on or after the date of publication of the NIT in Annexure V
K	Import License for Imported Items (wherever applicable)
L	Copy of the online transaction of ₹ 40,000/- as earnest money for whole tender, submitted in favour of and to the PRINCIPAL, NBMC, DARJEELING

II – “BID A” Part II :-

Technical Data Sheet (In Excel Sheet as provided)

NON-STATUTORY/ MY DOCUMENTS Containing the following documents:

This folder will be named as ‘My Document’.

Sl. No.	Category	Sub Category	Sub Category Description
A	Certificates	A1: Certificates	PAN Card of the Bidder/Company/Authorized Signatory
			GST Registration certificate
			Professional Tax enrolment certificate along with up-to-date challan, OR Professional Tax payment certificate
B	Company Details	B1: Company Details	Valid Trade License / Certificate of Enlistment
			Registration with Registrar of Companies (ROC), <i>if applicable</i>
C	Credential	C1: Credential	Credentials of a similar nature of completed work, executed in Public Sectors, of at least 40% of the amount put to tender during the last 05 (five) years prior to the date of issue of the tender notice, supported by certificates duly signed by the Head / Authorized signatory
D	Financial Information	D1: Payment Certificate	Income Tax Returns for the Assessment Years 2023-2024 & 2024-2025
			GST Returns (last Quarter) for the year 2024-25 (<i>If applicable, if not applicable self-declaration is required</i>)
		D2: P/L A/c & Balance Sheet	Audited Balance Sheet & P/L Account(s) for the years 2023-2024 & 2024-2025
		D3: Banker's Certificate	Bank Solvency Certificate for minimum 40% of the tender value, i.e. ₹ 8 lakhs or above

II “BID B”: FINANCIAL COVER

BOQ - The folder as “Financial Bid” shall contain:

Base Rate per accounting unit, inclusive of Entry Tax, Customs Duty (if applicable), Transportation Charges, Insurance, Delivery Charges, Incidental Charges, Freight Charges, Testing Charges etc. and exclusive of GST to be quoted. However, L1 bidder will be determined on base price only without GST. The bidders are not required to submit hard copies of “BID A” or My Documents. Submission of hard copies of Financial Bid is totally prohibited and only be submitted online through NIC portal.

Please note that the condition mentioned hereunder Clause 8 is absolute and in the event of any Deviation from Clause 8, the tender inviting authority shall have the option to take requisite steps in accordance with Penalty Clause mentioned herein below in this tender document.

9. EVALUATION OF THE TENDERS:

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

The financial bid of those Bidders failing to meet the Technical & other requirements laid down in the tender will not be opened and be rejected. The Bidder offering the item found suitable and as per the tender specifications will only be selected and Award of Contract (AOC) will be declared.

10. APPOINTMENT OF AUTHORIZED DISTRIBUTOR:

a. The out-of-state bidder may supply directly or may supply through their authorized distributor provided they have no Regional Sales Depot /C&F Agent in the State.

b. Local MSME/local PSU/CPSU/local Bidders are however not allowed to engage Distributors.

c. The Bidder will have to submit a copy of the agreement signed between the bidder and the Distributor in Annexure IV (a).

d. If Out-of-state Bidder proposes that order and payment are to be made in the name of the Distributor, such Distributor must be authorized by the Bidder accordingly.

e. If out-of-State Bidder proposes that the order & payment are to be made in favour of the Bidder & the Bidder will supply and effect distribution through authorized C&F agent or local sales depot, the same is allowed. No annual turnover is necessary for such engagement.

f. The matter related to Way Bill is the responsibility of the Manufacturer/Direct Importer/Authorized Distributor/ C&F agent and the procuring authorities will not issue any way bill.

g. It is, however, made clear that agreement in pursuance of the accepted tenders will be executed only with the Bidder who will be responsible for the supply.

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

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

12. RATE:

a. Rate is to be quoted for item with their Accounting Unit.

b. Rate should be quoted in decimal coinage stating the particular item as per Catalogue of the Tender proposed to be supplied (*for the Department of CTVS, North Bengal Medical College & Hospital, Sushrutanagar, Darjeeling under the Dept. of Health & Family Welfare, Govt. of West Bengal*) inclusive of all incidental charges including FREE DOOR DELIVERY to the **Central / College Store of North Bengal Medical College, Sushrutanagar, Darjeeling** under the Dept. of Health & Family Welfare, Govt. of West Bengal. Rate quoted in respect of items shall not exceed the controlled price and/ or M.R.P. (maximum retail price) fixed by DPCO, GOI wherever it is applicable.

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

d. THE BASIC RATE PER ACCOUNTING UNIT, REPEAT PER ACCOUNTING UNIT, should be furnished inclusive of Entry Tax, Customs Duty (if applicable), Transportation Cost, Insurance, Freight, Testing Charges, Incidental Charges etc. but excluding GST which shall be quoted separately in the template for Bill of Quantities (BOQ).

e. Percentage of GST to be mentioned in the appropriate Column of the template for Bill of Quantities (BOQ).

f. Rate for COMPREHENSIVE ON-SITE WARRANTY OF ENTIRE SYSTEM (INCLUDING ALL SPARES & LABOUR) FROM THE DATE OF COMPLETION OF THE SATISFACTORY INSTALLATION, if any, must be quoted separately.

13. ORDER & SUPPLY:

I. The Genesis of the tender and subsequent action solely depends on the following :

- i. E-tender,
- ii. E-procurement &
- iii. E-payment.

II. Orders for the supply of the instruments will be placed with the successful bidder(s) after the execution of the agreement in phases as and when required by the PRINCIPAL, NBMC under the Department of H&FW, Government of West Bengal depending upon the annual consumption. The successful bidder will have to supply within the specified time schedule as prescribed.

III. All supplies will have to be completed by door delivery within **maximum of 20 days** from the date of Award of Contract (AOC). NO RELAXATION ON ANY ACCOUNT WILL BE ALLOWED FOR CONDONING DELAYED SUPPLIES.

IV. On being selected, the L1 Bidder will undertake that supplies of necessary maintenance accessories and spare parts will be made available for the instrument and the complete system. All accessories shall be quoted & supplied by single make only along with the instrument.

V. The permissible time period between the date of manufacture and the date of supply of the item should not be more than 1/6 the of the whole life period of the item or items. No delivery will be accepted if the date of

manufacturing and the date of expiry are not written on each and every unit supplied and the consignment is under the mandatory provision of permissible time period

VI. All items supplied should retain prescribed Quality & maximum potency throughout the shelf life.

VII. The bidder/supplier will not have two different shelf life for the same product.

VIII. Non-adherence to the conditions will result in rejection of the goods supplied. It would be deemed as non-supply and the supplier will be solely responsible for his own losses and the penalties that would be attracted.

- **2 Yrs Warranty for Equipment, Computer, Software, Monitor & 5 Yrs CAMC should be quoted separately (Excluding: Cleaning Tub, Printer, Accessories, Almirah & Trolley)**

14. WITHDRAWAL/ CANCELLATION & PURCHASE POLICY OF TENDERING AUTHORITY:

A) Acceptance /Rejection of bids:

i) The Tender Inviting Authority reserves the right to accept/reject/cancel or defer the Tender submitted for any or all items. Price, which is a relevant factor, is not the only criteria in accepting/rejecting/cancelling/deferring Tender for any or all items without assigning any reason. The other criteria to be considered will be quality, capacity to deliver the quantity required etc. Decision taken will be at the best interest of the Tender Inviting Authority, North Bengal Medical College, Darjeeling under the State Government and above all, in public interest.

ii) The Tender Inviting Authority attaches prime importance to the following factors in addition to looking at the prices of the products offered.

i. Quality of the product supplied.

ii. The competency of the bidder to supply the products in the quantity and quality specified and as per the supply schedule.

iii) Proper packing, transport and other factors that could affect the quality and shelf life of the items would also be considered. Usually the lowest offers of bidders qualified for the Price Bid will be accepted, unless one-sided conditions unacceptable to the Tender Inviting Authority are made in the Price Bid.

iv) At any point of time, the Tender Inviting Authority reserves the right to cancel or modify the order for the of all items or for any one or more of the items in a tender even after it is awarded to the successful bidder for breach of terms and conditions of the tender document and agreement.

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

i) The tendering authority reserves the right to reject or accept any tender or part thereof at any stage or to split any tender without assigning any reason. Withdrawal of tender or any revision after submission of tender by the Bidder will not be allowed.

ii) The tendering authority reserves the right to accept or reject any tender, in part or in full, without assigning any reason.

iii) Purchase will, however be made following the existing purchase policy of the Govt. of West Bengal and its amendment(s) made from time to time. The purchase policy of the State Government as provided in the West Bengal Financial Rules, the policy of price preference in particular incorporated under Notification No. 10500-F dated 19.11.04 should be observed in considering the tenders.

iv) The tendering authority reserves the right to procure any item of the tender directly from a State/Central Govt. undertaking even if a tender for the same has been offered/ accepted.

15. DELIVERY, INSTALLATION & COMMISSIONING:

A) Delivery of the goods at the purchaser's premises shall be completed by the Supplier in accordance with the terms specified by the purchaser. The installation, testing and commissioning of the proposed system shall be completed in accordance with the order.

B) Confirmation Letter for "After Sales Service" during the entire period of equipment Lifespan from the date of installation should be mentioned. Dedicated service support from factory trained service engineer(s) with proven track record must be ensured.

16. NO-CONVICTION CERTIFICATE:

An affidavit in the prescribed proforma (Annexure-V) attached herewith sworn before the Notary Public / Judicial Magistrate / Executive Magistrate issued after the Date of Publication of this tender is to be submitted by the Bidders participating in this Tender.

17. PENALTY CLAUSE:

A) In case of supply of the sub-standard items found in the quality test as per quality assurance norms, the payment of the defective item(s) will not be made to the supplier or if paid in the meantime, is to be deducted from the pending bills of the bidder.

B) In addition to rejection of the supply, the Principal, North Bengal Medical College, Darjeeling will have the right to cancel the supply order wholly or in part, to forfeit security deposit and to recover the loss, if any, of the Govt. by making deductions from any pending claim of the supplier or Security Deposit, if any, as may be deemed fit.

C) Debarment from participation in next tender processes of the North Bengal Medical College, Darjeeling. The Tender Procurement Committee reserves the right to declare a Firm / Company blacklisted for this tender due to the following reasons: If the supplier:

i) Withdraws from agreement after achieving the "Lowest Quoted Bidder"

ii) Failure in supply within stipulated period for 03 (three) occasions during the tenure of the tender period or its extensions.

iii) For supply of non-standard item or items as per quality test within tender period as determined by the testing of the item by Tender Procurement Committee in respect of particular item(s) only.

v) In consequence of submission of false or fabricated documents by any Firm / Company for participating in the tender, if proved later on.

vi) Quoting absurdly high or low rate in the opinion of Tender Procurement Committee, with the intention to vitiate the tender process. The assessment of too low or too high will be made by a team of Health officials in the context of NPPA norms or any other norms under Govt.

vii) Supply of items with short expiry dates for less than two years, if not otherwise permitted.

viii) Unwilling to accept the tender conditionality in respect of selection of item or items at any stage of the tender period.

ix) Submission of tender for the product /products for which the concerned company has been blacklisted either by the state Government/ other State / Central Government / Govt. Organization.

x) Submission of tender during the period of blacklisting of Concern Company either by Tender Inviting Authority or by any State Government or by other State/Central Government

The **PRINCIPAL, NBMC** or his/her authorized representative will have the right to inspect the manufacturing unit of the bidder before accepting the rates quoted by them or at any point of time during continuance of the tender and the Department will also have the right to reject tender or terminate / cancel the purchase order(s).

D) Financial Penalties for deficiencies in services/supplies during the period of the tender and its subsequent extensions:

i) The Bidder should supply full quantity of any material of any order in one consignment within the stipulated period as stated in clause no 13 (III).

iii) However, if the stipulated period ends on Saturday, Sunday or Govt. holidays, supply should be made on the next working day and in that case, no penalty would be chargeable.

v) The defaulting Firm may be blacklisted after issuance of a show-cause letter for such delay (as the case may be) in these occasions.

vi) The names of the defaulting suppliers will be put up in the Departmental website.

viii) Enhancement of cost of raw materials etc. for the fact that the tender period has been extended will not be acceptable as a plea for not supplying the materials within the stipulated period as provided in the work order.

18. APPEAL:

Appeal against the decision of Principal, North Bengal Medical College, Darjeeling to impose any penalty will lie with Tender Procurement Committee, Department of Health & Family Welfare, Government of West Bengal.

The Special Secretary/Secretary/Principal Secretary will be the appellate authority within the Department of Health & Family Welfare, Government of West Bengal. Before imposing any penalty as per Clause 16 above, the concerned supplier may appeal to the authority citing the proper reasons for non- imposing the penalty as stated.

19. PENALTY FOR FORMATION OF CARTEL OR FURNISHING OF FRADULENT/ MISLEADING DOCUMENTS:

If during the tender process or at any state during the validity of the tender period, it is found that a Bidder(s) has formed a cartel in whatsoever form or name to fix up the rates or suppliers to the detriment of the fairness of the tender process, penal measures shall be initiated. Similar penal measures shall also be initiated against those bidders who have submitted false/ misleading/ fraudulent documents or made incorrect declarations. The penal measure shall be:

- i. Forfeiture of Earnest Money
- ii. Debarment from participation in all the tenders of the Principal, NBMC for the next 03 (three) years and/or further supply orders.
- iii. Blacklisting from all Departmental tenders (called by the NBMC) of the Bidder, the Principals of the firm(s) and the concerned distributor(s) for a period of three years.

20. AGREEMENT:

On a tender being accepted, intimation of acceptance will be forwarded through departmental website by the Tender Inviting Authority, herein the **PRINCIPAL, NBMC**. After communication of the same, the Bidder will have to execute an agreement, in the prescribed form, with the **PRINCIPAL, NBMC** within 15 days from the date of issue of invitation. The copy of the Agreement is annexed with the NIT document in Annexure VI. This present document and the tender forms filled in by the bidder or copies thereof in so far as they are not inconsistent with these terms and conditions will be incorporated as part of the Agreement. Such agreement shall be binding on the Bidder. If the Bidder withdraws from agreement after achieving the "Lowest Quoted Bidder" necessary Penal measures shall be initiated against the bidder.

21. VALIDITY PERIOD OF CONTRACT:

The contract period will be for a period up to 01 (one) year from the date of Award of Contract (AOC) which may be further extended up to six months with prior approval of the **PRINCIPAL, NBMC/Tender Procurement Committee, Government of West Bengal**, if necessary.

22. PAYMENT TERMS:

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

- i. Supply of the materials as per specification as provided in the tender documents and the catalogue, if any.
- ii. Supply of the materials within the supplied period as specified in the work orders.
- iii. The status of orders, Goods Received Note and payments will be available on-line for the vendors in the Vendors' portal in the Departmental website <https://www.wbhealth.gov.in> > **VENDOR PORTAL**.
- iv. On being selected, the successful Bidders will have to upload the information stating the name of the payee/ recipient, Bank account no with MICR No, IFSC Code of the payee/recipient to Vendors' Portal for making e payment. The bank mandate is also to be submitted to the procuring authority in the first bill.



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

24. During the scrutiny, if it comes to the notice to Tender Inviting Authority that the credential or any other paper is/are found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application shall be rejected outright without any prejudice.

25. In the event of any question or dispute arising under this Agreement or the conditions of any special conditions or anything otherwise relating to this Agreement or any clause thereof, the decision of the **PRINCIPAL, NBMC**, in

consultation with the departmental Tender Procurement Committee, will be considered final and binding on both the Parties.

26. The Tender Procurement Committee reserves to right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.


Principal
North Bengal Medical College
Sushrutanagar, Darjeeling


Annexure I

APPLICATION FORMAT

(To be furnished in the Company's official letter pad with full address and contact no., email Id etc.)

To
The Principal
North Bengal Medical College,
Sushrutanagar, Dist.- Darjeeling.
PIN – 734012.

Sub: NIT (3rd Call) for **Supply of Flexible Fibre Optic Bronchoscope for the Department of Thoracic Surgery, NBMC**, Govt. of West Bengal for 01 (one) year from the date of declaration of AOC.

Ref: - N.I.T. No, Dated

Sir,

Having examined the pre-qualification & other documents published in the N.I.T, I /we hereby submit all the necessary information and relevant documents for evaluation:

1. That the application is made by me / us on behalf of
..... in the capacity duly authorized to submit the offer as a manufacturer/direct importer/ both as manufacturer and direct importer (*Strike out which are not applicable*). The authorization letter from the Company is attached in Annexure II.
2. We accept the terms and conditions as laid down in the tender document and declare that we shall abide by it for throughout the tender period including its extensions, if any.
3. We are offering rate for the item /items in the BOQ with manufacturing/importing capacity and assured supply as per requirement of the NIT to the Health & Family Welfare Department, Government of West Bengal.
4. We declare that we have not been convicted under any provision of Drug and Cosmetics Act, 1945 and any other law in force from any competent authority or by any Court of Law.
5.
 - a. We propose that the order and bill should be raised in our name. For this, we have appointed M/S having its office at
....., Mobile No.
Email Id (*address, contact no. and email id*) as C&F agent /C&S (*strike out whichever is not applicable*) as per clause 11 of the NIT (This clause is applicable for out of state manufacturers) **OR**
 - b. We declare that we have no Sales depot or C&F in West Bengal. We propose that order and bill should be raised in favour of our authorized distributor. For that purpose, we have appointed M/S having its office at
....., Mobile No.
Email Id (*address, contact no. and email id*) as Authorized Distributor who will receive order and payment in his name on our behalf.
 - c. The agreement between ourselves and the distributor & other documents as prescribed is attached in annexure IV(a), IV(b) & IV(c) (This clause is applicable for out of state manufacturers).
6. We are the existing Bidder in the CMS / we are not the existing Bidder in the CMS (*Strike out whichever is not applicable*).
7. In the event of being selected, I will make the supply within the stipulated period excepting the condition which is beyond our control.

8. We understand that:

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

Date :

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

Mobile No. :

(Seal)

Email Id :

Annexure I (a)

PARTICULARS OF BIDDER

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

Signature of the authorized person

Annexure II

Authorization letter in favour of the applicant from the competent authority
(if the applicant is not the Sole Proprietor / Authority)

FORMAT

(To be furnished in the Company's official letter pad with full address and contact no., email Id etc.)

(TO WHOM IT MAY CONCERN)

This is to certify that Mr. (Name), employed to this
Organization as (Official Designation) is hereby authorized to submit tender
online, Vide NIT No....., Dated..... on behalf of the Organization.

Mr. holds the DSC from NIC to submit the bid online.

Signature of the competent authority

Name in Block Letters.....

Designation.....

Seal

.....

(Signature of the Authorized Person)

Signature of Mr.

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

Signature of the competent authority

Name in Block Letters.....

Designation.....

Bidders Seal

Annexure III

(Certificate from Chartered Firm in the official pad)

Having been examined the audited Balance Sheet & P/L accounts and other records of M/S
..... having its office at
....., it is certified that Annual Turnover Net of Taxes
of M/S for the Financial years **2023-**
2024 & 2024-2025 are ₹, ₹ & ₹ respectively (as per P/L accounts &
Balance Sheet of the firm submitted).

Signature of the Chartered Firm with Registration No. & UDIN

Countersigned

Signature of the authorized signatory (bidder)

Annexure IV(a)

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

Annexure IV(b)

(Certificate from Chartered Firm in its official pad for distributor)

Having been examined the audited Balance Sheet & P/L accounts and other records of M/S
..... having its office at
....., it is certified that Annual Turnover of the firm for
the financial year **2023-2024** is ₹ Cr. (as per P & L & Balance Sheet of the firm) OR **2024-2025** is ₹
..... Cr. (as per P & L & Balance Sheet of the firm).

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

Countersigned

Signature of the signatory (distributor)

Annexure IV(c)

(Particulars of Distributor)

1	Name of the Distributor	
2	Address of the Distributor for communication	
3	Telephone No.	
4	Mobile No.	
5	Fax No.	
6	Email ID	
7	Drug License No.	
8	Drug License valid up to	
9	Trade License valid up to	
10	Pan No.	
11	Whether Income Tax Returns submitted for the Assessment Years 2023-2024 & 2024-2025	
12	GST Registration No.	
13	GST Returns (Last Quarter) for the year 2024-25 (If applicable, if not applicable self declaration is required)	
14	Annual Turnover for the year : 2023-2024 OR 2024-2025(As certified by CA firm)	
15	Whether agreement executed with the parent vendor/manufacturer	

Signature of the authorized signatory (bidder)

ANNEXURE V

(On Non Judicial paper worth ₹ 50.00)

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

I, Sri/Smt.

The Managing Director/Proprietor (etc) of the Firm. , (Name of the firm)
at (address)

P.O.

P.S. Dist.....

Do hereby solemnly affirm and declare as follows:

1. That, I have not ever been convicted of any offence making myself liable to be disqualified to supply of Items etc. to any Govt. or Govt. undertaking Organization / institution in the State of West Bengal or other State or States.
2. That, no case is pending against me or against my firm in any criminal court of law to supply of Items to the Govt. or Govt. undertaking Organization / Institution in the State or west Bengal or other state or states.
1. That, my firm is not debarred / blacklisted as a whole or, for any item/items (quoted in this tender) at present by any Govt. or Govt. undertaking Organization / Institution in the State of West Bengal or other State or States of India.
2. That, I also undertake that I will inform the matter of debarment or blacklisting of any item for any item/items (quoted in this tender), if any by any Govt. or Gov. undertaking organization / Institution in the State of West Bengal or other State or States of India during the pendency of the tender period to the **PRINCIPAL, NORTH BENGAL MEDICAL COLLEGE, SUSHRUTANAGAR, DARJEELING.**
3. That, I also declare that the rate offered of the item(s) quoted is in conformity with the DPCO, GOI norms wherever applicable relating to MRP. I also declare that the quoted rate of the item(s) is less than rate available in the market.
4. That, I also declare that if any information is / are subsequently found incorrect or false will it automatically render the tender submitted by me cancelled and make me liable for penal/legal action as per law of the country.
5. That, I do further affirm that the statements made by me in this tender are true to the best of my knowledge and belief and all the documents attached are genuine & correct.

Signature of the Deponent(s)

Name in Block Letters:

Designation:

ANNEXURE VI

Prescribed format for Agreement
(after selection of bidder)

FORM OF AGREEMENT

Ref. NIT No.

THIS AGREEMENT is made on this ____ day of(Month),..... between the Department of Health & Family Welfare, Government of West Bengal (hereinafter referred to as the "DEPARTMENT" which expression shall unless excluded by or repugnant to context be deemed to include the successor in office and assigns) represented by the Principal, North Bengal Medical College, Darjeeling hereinafter called the PRINCIPAL, NBMC having its office at Sushrutanagar, Dist.- Darjeeling, PIN - 734012 on ONE PART,

AND

M/S, having its office at
....., carrying on business at
....., as, through
Shri, authorized representative (hereinafter referred to as the
"VENDOR" which terms shall unless excluded or repugnant to the context, be deemed to include the Partners and Principals of the said firm and their respective heirs, executors, administrators, representatives and assigns) on the
OTHER PART.

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of Award of Contract (AOC);
 - b. Terms and Conditions;
 - c. Notice Inviting Tender (NIT);
 - d. Bill of Quantities (BOQ);
 - e. Scope of work;
 - f. Addendums, if any, and
 - g. Any other documents forming part of contract
3. WHEREAS, the PRINCIPAL, NBMC, having expressed intention for procurement of Items for one year from the date of declaration of Award of Contract (AOC) and its extension up to 06 (Six) months (if any) by North Bengal Medical College in respect of e-Tender vide NIT No. Dated in the NIC portal <https://wbttenders.gov.in> on specified terms and conditions and the Vendor has been selected as approved vendor and agreed to supply such items on such terms and conditions, the present agreement is drawn up and executed, incorporating inter-alia the said terms and conditions in the Schedule to the Agreement.
4. In this Agreement whenever rights, privileges, discretions and powers have been said to be exercisable by the "Government of West Bengal", such rights, privileges, discretions and powers will be actually exercisable by the PRINCIPAL, NBMC or the Department of Health & Family Welfare, Government of West Bengal, unless otherwise specified.
5. The Vendor agrees, according to and in compliance with the orders as may be placed by the PRINCIPAL, NBMC, to supply full quantity at the rates and within the time limit fixed / prescribed in the said order by own arrangements and they shall not be entitled to charge any cost for the transport of the said goods to the said premises for such delivery thereof. All temperature sensitive materials will be transported in cold chain.
6. The Vendor agrees that the accepted rates as provided in the accompanying schedule shall hold good throughout the tender period up to 01 (one) year from the date of declaration of AOC as well as for such period for which the tender may be extended unless otherwise revised by Govt. of West Bengal.

7. The Vendor agrees not to assign, transfer or sublet the rights and benefits under this contract either in part or in whole to any other party.
8. The Vendor agrees not to make any representation for deviation from their quoted rates and /or terms and conditions which may cause any delay in supply and will invoke the Penal provisions of this agreement except in conditions of Force Majure wherein in conditions like strikes, war like situation, severe natural calamities, major fires, acts of God the Vendor is unable to carry out his commitment of meeting the terms of this contract.
9. In consideration of the payments to be made by the Department to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the Department for supplying and installing, wherever necessary, required items/instruments with effect from as per the provisions of this Agreement and tender documents.
10. All supplies will have to be completed by door delivery within the time limit as specified in the Tender from the date of order. NO RELAXATION ON ANY ACCOUNT WILL BE ALLOWED FOR CONDONING DELAYED SUPPLIES.
11. The vendor agrees to comply with BAR coding in the secondary and Tertiary packing, Labelling, packaging norm as laid down in the instant tender.
12. The Department hereby covenants to pay the Vendor in consideration of the execution and completion of the works/services as per this Agreement and tender documents, the contract price of ₹ (Rupees), being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.
13. The vendor agrees that all legal jurisdiction of any unsettled dispute will be subject to the appropriate Court of Law.
14. The vendor agrees to comply with other terms and conditions laid down in the NIT document during the tender period and is aware of the provision of timely supply, penalty for late delivery and provision of penalty to be imposed for violating other terms and conditions laid down in the tender document.

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and seal the _____ day/month and year first above written.

Signed for and on behalf of the Vendor

Signed for and on behalf of the Department

Signature of the authorized official

Signature of the authorized officer

Name of the Official/Representative
Stamp/Seal of the Vendor

Name of the Officer
Stamp/Seal of the Office/Department

By the said name on behalf of the Vendor in the presence of:

By the said name on behalf of the Department in the presence of:

Witness:

Witness:

Name
Address

Name
Address

Telephone No.

Telephone No.

CHECK LIST

(On the Letter Head of the Bidder)

Sl. No.	Particulars	Pl mark		Folder Name & Page No.
1	Application submitted <i>in Annexure I</i>	Yes	No	
2	Bidder's Information Sheet <i>in Annexure I (a)</i>	Yes	No	
3	Authorization letter of signatory from the Company for DSC <i>in Annexure II</i>	Yes	No	
4	Certification from Chartered Firm about the Annual Turnover Net of Taxes of the bidder for 2023-2024 & 2024-2025 <i>in Annexure III</i>	Yes	No	
5	Agreement between the Manufacturer and the Distributor, as prescribed, if distributor is proposed to be engaged <i>in Annexure IV(a)</i>	Yes	No	
6	Certificate from CA Firm about the Annual Turnover of the Distributor of the year 2023-2024 OR 2024-2025 <i>in Annexure IV(b)</i>	Yes	No	
7	Particulars of the Distributor <i>in Annexure IV (c)</i>	Yes	No	
8	Affidavit for No Conviction from Notary Public/Judicial Magistrate/Executive Magistrate <i>as per Annexure V</i>	Yes	No	
9	Technical Data Sheet / Report on compliance to specifications	Yes	No	
10	Trade License/ Certificate of Enlistment	Yes	No	
11	Copy of PAN Card of the Bidder / Company / Authorized Signatory	Yes	No	
12	GST Registration Certificate	Yes	No	
13	Professional Tax enrolment certificate, if applicable, along with up-to-date challan OR Professional Tax Payment Certificate	Yes	No	
14	Credentials of a similar nature of completed work, executed in Public Sectors, of at least 40% of the amount put to tender during the last 05 (five) years prior to the date of issue of the tender notice	Yes	No	
15	Income Tax Returns for the Assessment Years 2023-2024 & 2024-2025	Yes	No	
16	GST Returns (Last Quarter) for the year 2024-2025 (If applicable, if not applicable self-declaration is required)	Yes	No	
17	Bank Solvency Certificate for minimum 40% of the tender value, i.e. ₹ 8 lakhs or above	Yes	No	
18	Export-Import License with validity and IEC Code (for Direct Importers)	Yes	No	
19	Audited P/L Account & Balance Sheets for the year 2023-2024 & 2024-2025			
20	Proof of submission of applicable EMD	Yes	No	
21	Certificate of registration/ EM II in respect of domestic MSME within the State of West Bengal	Yes	No	
22	Registration with Registrar of Companies, wherever applicable	Yes	No	
23	BIS Certificate, if any			

Note: For non-applicability of any document, please mention 'NA' in the Check List. Page numbers against each of the documents must be mentioned in the respective column.