

BID DOCUMENTS

**For
Supply of
Lab Consumable & Equipment Articles
under
NTEP (Erstwhile RNTCP)**

**2022-2023
under
Basirhat Health District**

NIT NO. : NIT- 26/2022-23, dated 21.11.2022

**Department of Health & Family Welfare
Government of West Bengal
Office of Chief Medical Officer of Health
Basirhat Health District**

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SECTION I: NOTICE INVITING e-TENDER (NIT)



**Government of West Bengal
Office of the Chief Medical Officer of Health**

Basirhat Health District, Basirhat-743292

Basirhat District Hospital Compound, P.O.-Badartala

Phone : 03217 265671; Email : cmoh_bsrt@wbhealth.gov.in; basirhatcmoh2016@gmail.com

NIT No. : NIT- 26/2022-23, dated 21.11.2022

NOTICE INVITING E-TENDER (NIT)

The undersigned invites bids from competent and experienced agency/firm for supply of **Lab Consumable & Equipment Articles for NTEP** period of 3 (three) years, renewable at end of each completed year of satisfactory service. The 3 (three) year contract period shall commence from the **date of notification of award of contract** to the selected bidder in this e-tender and will be valid until further order.

1. Date and Time Schedule of e-Tender:

Sl No	Particulars	Date & Time
1	Date of publishing N.I.T. & other Documents online	24.11.2022
2	Online documents download start date	24.11.2022
3	Online documents download end date	12.12.2022
4	Online Bid submission start date	24.11.2022
5	Pre-bid Meeting	28.11.2022, at 12 Noon
6	Dates for submission of Earnest Money Deposit online	24.11.2022 to 12.12.2022, up to 5 PM
7	Online Bid Submission closing date and time	12.12.2022, 5 PM
8	Online Bid opening date for Technical Proposals	15.12.2022, 12 Noon
9	Date of online uploading list for Technically Qualified Bidders	To be notified latter
10	Date of online opening of Financial Proposal	To be notified latter

2. In the event of any of the above-mentioned dates being declared as a holiday for the e-tender inviting authority, the bids shall be opened on the next working day at the scheduled time.

3. The bid submitted should be addressed to the tender inviting authority, i.e. to the CMOH & Secretary, District Health & Family Welfare Samity, Basirhat Health District, Basirhat,

4. Bidders may download the e-tender enquiry document from the websites <https://wbtenders.gov.in> and www.wbhealth.gov.in. Any subsequent notice regarding this e-tender shall be uploaded on these two websites only. Bidders are requested to check these two websites regularly for this purpose.

5. This e-tender document comprises the following sections:

Section I: Notice inviting Tender (NIT), i.e. this document

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Section II: Preamble

Section III: Requirements

Section IV: General Conditions of Contract (GCC)

Section V: General Instructions to Bidders (GIB)

Section VI: Tender Application Form

Section VII: Price Schedule/ Bill of Quantity

Section VIII: Contract Form

Section IX: Checklist for Bidders

6. The e-tender shall be evaluated under the two-bid system, i.e. through evaluation of technical and financial bids uploaded by the bidder online on the e-tender website of <https://wbtenders.gov.in>.

Ben 21/11/2022
A Chief Medical Officer of Health
Basirhat Health District

SECTION II: PREAMBLE

1.1. The following definitions and abbreviations, which have been used in this document shall have the meanings as indicated below:

1.2. Definitions:

- i) "Purchaser" means the e-tender inviting authority, purchasing goods and/ or services as incorporated in this e-tender enquiry document, either directly or on behalf of consignees. For this e-tender the purchaser may either be:
The CMOH of.....District or
The Superintendent of..... (Decentralised Hospital), as applicable.
- ii) "Bid" means Proposal/ Quotation received from a Firm / Bidder against the e-tender.
- iii) "Bidder" means the Individual or Firm submitting Bids/ Quotations.
- iv) "Contractor" means the individual or the firm supplying the goods and/ or services as incorporated in the contract.
- v) Formats & articles, to be supplied by contractor as per specifications, terms and conditions stipulated under the contract.
- vi) "Earnest Money Deposit" (EMD) means Bid Security/ monetary amount or financial guarantee to be furnished by a bidder along with its bid.
- vii) "Contract" means the written agreement entered into between the purchaser/ consignee and the contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- viii) "Performance Security" means monetary amount or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- ix) "Specification" means the document/ standard that prescribes the requirement with which goods and/ or service has to conform.
- x) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the goods and / or service and comparing the same with the specified requirement to determine conformity.
- xi) "Day" means calendar day.
- xii) "Bill of Quantity" is the name for price schedule in e-tender software.

1.3 Abbreviations:

- i. "TE Document" means e-Tender Enquiry Document
- ii. "NIT" means Notice Inviting e-Tender
- iii. "GIB" means General Instructions to Bidders
- iv. "GCC" means General Conditions of Contract
- v. "GST" means Goods and Service Tax.
- vi. "CST" means Central Sales Tax
- vii. "DSC" means Digital Signature Certificate
- viii. "BOQ" means Bill of Quantity or the Price Schedule in which rates for the e-tender should be quoted and uploaded online on the e-tender website.
- ix. "CMOH" means the Chief Medical Officer of Health of the Department of Health and Family Welfare, Government of West Bengal

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SECTION III: REQUIREMENTS

1. **Scope of Work:** The service shall be meant for supply different **Lab Consumable & Equipment Articles for NTEP (erstwhile RNTCP)**
2. **Bidder should visit the site before quoting rates in e-tender:** Intending bidder should visit the health facility and make himself thoroughly acquainted with the site condition, nature and requirements of the work.
3. **Specification of Materials:** The contractor shall ensure and confirm that the items are as per specification.

SECTION IV: CONSIGNEE LIST

Office Address :

Office of the Chief Medical Officer of Health
Basirhat Health District, Basirhat-743292
Phone : 03217 265673; Email : cmoh_bsrht@wbhealth.gov.in;
basirhatcmoh2016@gmail.com

SECTION IV: GENERAL CONDITIONS OF CONTRACT

1 Commencement of Service:

- 1.1 The contractor shall commence providing his service within 15 (fifteen) days from date of notification of award of contract for this e-tender. Time is the essence of the contract and should be strictly adhered to by the contractor.

2. Eligible Goods and/ or Services

- 2.1 All goods and/ or services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are grown, produced, mined or manufactured or from where the services are arranged and supplied.
- 2.2 L1 bidder to be selected based on the rate quoted by them not on the basis of individual item but on the basis of comprised rate of all items i.e. unit rate multiplied by the quantity ordered item-wise. Bidders must quote rate for all items. In case of any item the rate quoted as zero then the bidder will be rejected.

3. Eligible and Qualified Bidders

- 3.1 a) The intending tenderer should produce credential of similar nature of a completed single work having minimum value of 40% (Forty per cent) of the estimated amount put to tender **each year** during 3 (Three) years prior to the date of the issue of this e-Tender notice .

OR

b) The intending tenderer should produce credentials of 2 (Two) similar nature of completed works, each having a minimum value of **50 % (fifty percent)** of the estimated amount put to tender **any two year** during 3 (Three) years prior to the date of issue of this e-Tender notice.

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

(Submit with documentary evidence**)

Tender No. : _____

Date of opening : _____

Name and address of the Bidder : _____

Order placed by (full address of Purchaser)	Order No. and date	Description & quantity	Value of order (Rs.)	Period of Contract	Remarks on Satisfactory Performance (attach documentary evidence)**
1	2	3	4	5	6

Signature and seal of the Bidder

** The documentary evidence will be a certificate or bill paid or TDS certificate issued by the purchaser/ end user with cross-reference of order no. and date, with a notarized certification authenticating the correctness of the information furnished.

(Note: - No other forms of certificate other than prescribed above will be entertained.)

3.3 The bidder should preferably have the registered office or a branch office in the city/ district of the health facility.

4. Earnest Money Deposit (EMD)

Registered SSI units participating in Govt. tenders are eligible for exemptions from payment of earnest money and security deposit (EMD) under Rules 47(A) (1) and 47(B)(7) of WBFR, vol.-I, read with Finance Dept. notification No. 10500-F Dt. 19.11.2004 and its clarification Vide memo. No. 4245-F (Y) dated 20.05.2013.

4.1 The amount of Earnest Money to be submitted shall be **Rs. 16,600/- (Sixteen thousand and Six hundred only)**.

(The amount of EMD shall be approximately equal to 2% (two percent) of the estimated bill value). **Estimated project Value is Rs. 8,28,930/-**

The process may be followed as per memorandum of the Finance Department Audit Branch vide Memo No-3975-F(Y) dated: 28th July, 2016.

1. Login by bidder:

- a) A bidder desirous of taking part in a tender invited by a State Government Office/PSU/ Autonomous Body/Local Body/ PRIs, etc shall login to the e-Procurement portal of the Government of West Bengal <https://wbtenders.gov.in> using his login ID and password.
- b) He will select the tender to bid and initiate payment of pre-defined EMD / Tender Fees for that tender by selecting from either of the~ following payments modes:
 - i) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway;
 - ii) RTGS/NEFT in case of offline payment through bank account in any Bank

2. Payment procedure:

a) Payment by Net Banking (any enlisted bank) through ICICI Bank Payment Gateway

- i. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
- ii. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
- iii. Bidder will receive a confirmation message regarding success/failure of the transaction.
- iv. If the transaction is successful, the account paid by the bidder will get credited in the respective Pooling account of the State Government /PSU/Autonomous Body/Local Body/P, R.Is, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- v. If the transaction is failure, the bidder will again try for payment by going back to the first step.

b) Payment through RTGS/NEFT/

- i) On selection of RTGS portal as the payment mode, the e-Procurement Portal will show a pre- filled challan having details to process RTGS/NEFT transaction.

- ii) The bidder will print the challan and use the prefilled information to make RTGS/NEFT payment using his bank account.
- iii) Once payment is made, the bidder will come back to the e-procurement portal after expiry of a reasonable time to enable the NEFT/ RTGS process to complete, in order to verify the payment made and continue the bidding process.
- iv) If verification is successful, the fund will get credited to the respective Pooling Account of the State Government / PSU/Autonomous Body/Local Body/ PRIs etc. Maintained with the focal point branch of ICICI Bank at R.N.Mukherjee Road, Kolkata for collection of EMD /Tender Fees.
- v) Hereafter, the bidder will go to e-Procurement Portal for submission of the bid.
- vi) But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

3. 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, to the ICICI Bank by the e-procurement portal through web services.
- ii) On receipt of the information from the e-procurement portal, the bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank account from which they made payment transaction. Such refund will take place within T+2 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.
- iii) Once the financial bid evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than that of L1 and L2 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+2 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, L2 bidder should not be rejected till the LOI process is successful.
- iv) If the L1 bidder accepts the LOI and the same is processed electronically in the e-procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment 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 L1 bidder is uploaded to the e-procurement portal the tender inviting authority.

v) As soon as the L1 bidder is awarded the contract (AOC), and the same is processed electronically in the e-procurement portal –

a) EMD of the L1 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 L1 bidder.

b) EMD of the L1 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+2 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 updation.

vii) Once the EMD of L1 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/ PRIs etc. Tenders.

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

5. Performance Security

- 5.1 Within 15 (fifteen) days from the date of issue of notification of award by the purchaser, the contractor shall furnish performance security to the health facility for an amount equal to 5% of **tendered value**. The performance security shall be retained up to 6 (six) months after the date of completion of all contractual obligations by the contractor.
- 5.2 The performance security shall be deposited in Indian Rupees to the state government through TR Challan under budgetary head of account 8443-00-103-Earnest Money-01-07-Deposits. **No other forms of deposit can /will be entertained by authority.**
- 5.3 In the event of any failure /default of the contractor with or without any quantifiable loss to the health facility/ purchaser/ government, the amount of the performance security is liable to be forfeited by the health facility/ purchaser/ Administrative Department.

- 5.4 In the event of any amendment issued to the contract, the contractor shall, within 21 (twenty one) days of issue of the amendment, furnish the corresponding amendment to the performance security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 Subject to GCC sub – clauses 5.1 and 5.3 above, the health facility will release the performance security without any interest to the contractor on completion of the contractor's all contractual obligations.

6 Tender Prices

6.1 Table: Lab Consumable & Equipment Articles for Financial Year 2022-23

SI No	Name of the item	Specification	Units	Estimated Quantities in Units	Rate/Units (Inclusive All Taxes & others charges) Rs.
1	STANING RACK	24 INCH x 3 INCH (Good Quality), Steel Material	PCS	300	
2	FILTER PAPER	40 CM DIAMETER WATEMAN/BIVA(PACK OF 100 PCS)	PKT	150	
3	BROOM STICK	GOOD QUALITY	KG	75	
4	STICKER	PER PKT 500 PCS (ATLEAST 2 X 1 INCH)	PKT	120	
5	THERMOCOL BOX	THIKNESS-2.5 CM, OUTER DIMENSION- LENGTH X BREADTH X HEIGHT WITH LID= 12 INCH X 12 INCH X 12INCH, INNER DIMENSION- LENGTH X BREADH X HEIGHT WITHOUT LID X HEIGHT WITH INNER PART OF LID = 14.5CM X 8CM X 12CM X13CM	PCS	1200	

6	ICE GEL PACK (DRY)	200 GM, 13 CM X 13 CM	PCS	2400	
7	FALCON TUBE	FALCON TUBE(50 ML HIGH DENSITY POLYPROPYLENE CONICAL BASE, WIDE NECK, THREADED TOP, MAX RCF-15500 X G, CLEAR, STERILE, CAN WITH STAND A TEMPERATURE OF 121 DEGREE CELSIUS AT 15 LB/SQR INCH FOR 15 MINUTES. LENGTH 114.4 MM, OUTER DIAMETER 29.1 ML CAP DIAMETER 35.2 ML, CAP STYLE-PLUG SEAL.GRADUATION RANGE 5-50 ML,GRADUATION INTERVAL -2.5 ML	PCS	39000	
8	PARAFLIM M	4 "x125 FT, LABOTARY FLIM (Good Quality)	ROLL	30	
9	SLIDE HOLDER RACK	PLASTIC 20 SLIDE CAPACITY (Good Quality)	PCS	300	
10	SLIDE BOX (100 PCS)	GOOD QUALITY PLASTIC, as per sample	BOX	600	
11	WASH BOTTLE	500ml WITH LONG NECK (Good Quality)	PCS	120	
12	NON-ABSORBNT COTTON	400gm REPUTED COMPANY	ROLL	600	
13	GLASS FUNNELS	4 inch DIAMETER	BOX	120	

6.2 So, the price quoted by the bidder shall include all charges for providing all materials. **The quoted price should be inclusive of all charges GST, freight, packing forwarding and insurance.**

6.3 The Bidder shall bear all charges like packing and forwarding, transportation, insurance, storage, loading/ unloading; expenses of his service personnel, including their health and safety measures; all other expenses necessary in providing the service, ex-factory/ ex-warehouse/ ex-registered or branch office to the health facility.

6.4 The rate quoted by the bidder shall remain valid for full period of contract i.e. for 1 year + 1 year + 1 year = full 3 years of contract period, as renewed on yearly basis of satisfactory performance, plus extension period, if any.

6.5 The bidder should quote rates online in the Bill of Quantity (BOQ) in the space marked for quoting rates against each health facility in the BOQ. Downloaded copies of the BOQs are to be uploaded, virus scanned and digitally signed by the bidder.

6.6 The rate quoted by the bidder should not be higher than the rates at which it may be running such services at other Government Institutes/ Ministries/ Departments/ PSUs etc.

7. Terms and Mode of Payment

7.1 Payment shall be made in Indian Rupees subject to recoveries, if any, by way of liquidated damages or any other charges as per terms and conditions of contract.

- 7.2 Payment shall be released to the contractor after deduction of Income Tax deductible at source and other statutory deductions.

8. Variation, Delay in the Contractor's Performance

- 8.1 The Contractor shall deliver the goods and perform the services under the contract as per quality, quantity, time schedules, deployable staff, other terms and conditions specified by the Purchaser in the relevant clauses of the contract.
- 8.2 Subject to the provision under GCC clause 12, any unexcused variation in quality, quantity, delay etc by the Contractor in maintaining its contractual obligations towards delivery of goods and/ or performance of services shall render the Contractor liable to any or all of the following sanctions:
- (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its performance security
 - (iii) Termination of the contract for default.
- 8.3 If at any time during the currency of the contract, the Contractor encounters conditions hindering timely delivery of the goods and/ or performance of services, the Contractor shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the Contractor's communication, the Purchaser shall examine the situation as soon as possible and at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of Contractor's contractual obligations by issuing an amendment to the contract.

9. Termination for default

- 9.1 The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the Contractor, terminate the contract in whole or in part, if the Contractor fails to deliver any or all of the goods and/ or perform the services and/ or fails to perform any other contractual obligation(s) as specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clause 8.3.
- 9.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 10.1 **below**, the Purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Contractor shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.
- 9.3 Unless otherwise instructed by the Purchaser, the Contractor shall continue to perform the contract to the extent not terminated.

10. Termination for insolvency

- 10.1 If the Contractor becomes bankrupt or otherwise insolvent, the purchaser reserves the right

to terminate the contract at any time, by serving written notice to the Contractor without any compensation, whatsoever, to the Contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

11. Force Majeure

- 11.1 Notwithstanding the provisions contained in GCC clauses 8, 9 and 10, the Contractor shall not be liable for imposition of any such sanction so long the delay and/or failure of the Contractor in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 11.2 For purposes of this clause, Force Majeure means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 11.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 11.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 11.5 In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the Contractor accordingly and subsequent actions taken on similar lines described in above sub-clauses.

12. Termination for convenience

- 12.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving written notice on the Contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter alia, the extent to which the Contractor's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 12.2 The goods and/ or services which are complete and ready in terms of the contract and

delivered and performed within 45 (forty five) days after the Contractor's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices.

13. Modification of Contract

13.1 If necessary, the purchaser may, with due approval of the Administrative Department, issue a written order to the Contractor at any time during the currency of the contract, to amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Requirements and Specifications of the goods and /or services.
- b) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

13.2 In the event of any such modification/ alteration causing increase or decrease in the cost of goods and/ or services to be supplied and provided, or in the time required by the Contractor to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be and the contract amended accordingly. If the Contractor does not agree to the adjustment made by the Purchaser, the Contractor shall convey its views to the Purchaser within 15 (fifteen) days from the date of the Contractor's receipt of the Purchaser's amendment/ modification of the contract.

14. Notices

14.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing. The procedure will provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

14.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

15. Resolution of disputes

15.1 If dispute or difference of any kind shall arise between the Purchaser and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

15.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser and Contractor relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Department of Health and

Family Welfare, Government of West Bengal, appointed to be the arbitrator by the Principal Secretary to that Department. The award of the arbitrator shall be final and binding on the parties to the contract.

- 15.3 The venue of arbitration shall be the district from where the contract has been issued or Kolkata, as deemed appropriate by the arbitrator.

16. Applicable Law and Legal Suits

- 16.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- 16.2 All disputes would be decided at the Kolkata jurisdiction.

17. General/ Miscellaneous Clauses

- 17.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Contractor on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 17.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 18.3 The Contractor shall notify the Purchaser of any material change that would impact on performance of its obligations under this Contract.
- 17.4 Each member/constituent of the Contractor, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 17.5 The Contractor shall, at all times, indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/its associate/affiliate etc.
- 17.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

18. Governing language

- 18.1 The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

19. Use of contract documents and information

- 19.1 The Contractor shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the Contractor in the performance of the contract emanating from this e-tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of performance of this contract.

SECTION V: GENERAL INSTRUCTIONS TO BIDDERS (GIB)

[For bidding in this e-tender]

1. Introduction

1.1 Before formulating the bid and submitting the same to the purchaser, the bidder should read

and examine all the terms, conditions, instructions, checklist etc. contained in the e-tender document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this document may result in rejection of its bid.

- 1.2 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/ consignee. The procurement will be in terms of procurement rules of the Government of West Bengal.

2 Corrupt or Fraudulent Practices

- 2.1 It is required by all concerned, namely the Consignee/Bidders/Contractors/others to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract. Before declaring a firm ineligible a show cause notice to be issued followed by reasoned hearing.

3. Bidding, Contracting and Billing Expenses

- 3.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing, online uploading and submission of its bid and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

- 3.2. The bidder shall bear all costs, including the cost of stationery and printing, for signing of the contract and submission of bills for payment.

4. Clarification on e-Tender Document

- 4.1 A bidder requiring any clarification or elucidation on any issue of the e-tender document may take up the same with the purchaser in the pre-bid meeting.

- 4.2. The bidder may also take up the same in writing. The purchaser will respond in writing to such request provided the same is received by **the purchaser not later than eight days** prior to the prescribed date of submission of bid.

5. Alternative Bids

- 5.1 Alternative Bids are not permitted.

6. Bid Validity

- 6.1 The bids shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of technical bid opening prescribed in the e-tender document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- 6.2 In exceptional cases, the bidders may be requested by the purchaser to **extend the validity** of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed in writing. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its bid validity without forfeiting its EMD.
- 6.3 In case the day up to which the bids are to remain valid falls on/ is subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

7 Preparation of Bid Documents

- 7.1 The bid documents shall either be typed or written in indelible ink and the same shall be signed/ digitally signed by the bidder or by a person who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.
- 7.2 The bid documents shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the bid.
- 7.3 It is the responsibility of bidder to go through the e-tender document to ensure furnishing all required documents. Wherever necessary and applicable, the bidder shall enclose certified copy as documentary evidence to substantiate the corresponding statement.
- 7.4 A bid, which does not fulfil any of the above requirements and/or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.
- 7.5 **Bid sent by paper/fax/telex/cable/email etc shall be ignored.**

PREPARATION OF BIDS FOR e-TENDER

- 8. Registration of Bidder:** A bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-Procurement System, by logging on to website

<https://wbttenders.gov.in>. The bidder is to click on the link for e-tendering site as given on the web portal.

9. Digital Signature Certificate (DSC)

9.1. Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of bids from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Website <https://wbttenders.gov.in>. DSC is issued as a USB e-Token.

9.2. The bidder can search and download Notice Inviting Tender (NIT) and tender document electronically from computer once he logs on to the website <https://wbttenders.gov.in> using the Digital Signature Certificate.

10. Submission of Bids

Bids are to be submitted online to the website <https://wbttenders.gov.in> in two folders before the prescribed date and time using Digital Signature Certificate (DSC). The documents to be uploaded should be virus scanned copies, duly digitally signed. The documents will get encrypted (transformed into non readable formats) on uploading. The two folders are:

- 1) Technical Proposal: containing Statutory Cover and Non-statutory cover
- 2) Financial Proposal: containing Bill of Quantity

11. Technical Proposal: Statutory Cover

11.1. Statutory Cover shall contain the following documents:

A) Tender Documents:

- i) Application to participate in e-tender as per Section VIII: Tender Application Form
- ii) Notice Inviting Tender: Sections 1 to XII

B) Scanned copy of EMD or documents in support of exemption/relaxation claimed for EMD (refer General Conditions of Contract, Clause 4)

12. Technical Proposal: Non-Statutory Cover

12.1 Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder.

12.2 Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents using: (a) multiple scan (b) black and white scan (c) scan resolution should be within 250.

12.3. Non Statutory Cover will contain following documents

Sl. No.	Category Name	Sub-Category Description	Detail(s)
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A.	Certificate(s)	Certificate(s)	i. PAN CARD ii. Professional Tax Registration Certificate iii. GST Registration Certificate
B.	Company Detail(s)	Company Detail	i. Certificate of Incorporation/ Partnership Deed ii. Trade License iii. Power of Attorney in favour of signatory of bid
C.	Credential	Credential – 1 Credential – 2	Performance Statement as per format described in General Conditions of Contract, Clause 3; with supporting documents
D.	Documents	Documents	i) Audited Balance Sheet & Profit & Loss A/c of last 3 years ii) Name, address of banker, account number iii. Address proof for registered and/or branch office of bidder, preferably in district of health facility iv. Bidder's Undertaking as per General Instructions to Bidders, Clause 13 below

13. Bidder's undertaking:

- 13.1 The bidder shall provide an undertaking that the proprietor/ promoter/ director of the firm, its employee, partner or representative are not convicted by a court of law for offence involving moral turpitude in relation to business dealings such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of taxes etc. The firm does not employ a government servant, who has been dismissed or removed on account of corruption. The firm has not been de-barred, blacklisted by any government ministry/ department/ local government/ PSU etc. in the last two years from scheduled date of opening of this e-tender.
- 13.2 Bid sent by paper/ Fax/ Telex/ Cable/ E mail etc. shall be ignored.

14. Financial Proposal: Bill of Quantity

- 14.1 The financial proposal (cover) or prices quoted should be uploaded online through the Bill of Quantity (BOQ). The bidder shall quote the price online in the space marked for quoting prices in the BOQ. Only downloaded copies of the BOQ are to be uploaded, virus scanned and digitally signed by the bidder. Please refer Section IX: 'Price Schedule/ Bill of Quantity' for a print copy of the BOQ.

OPENING OF TENDER

15. The purchaser will open the bids after the specified date and time as indicated in the NIT.
16. Authorized representatives of the bidders may attend the tender opening.
17. This e-tender shall be evaluated as follows. The EMD of goods/ services to be supplied shall be evaluated first. Then the online technical bids of EMD-qualified bidders shall be

opened and evaluated with reference to parameters prescribed in the e-tender document. After this, the online price bids of only the technically qualified bidders shall be opened for further evaluation.

18. Opening of Technical Proposals:

- 18.1 Technical proposals will be opened by members of the Tender Evaluation Committee electronically from the e-tender website using their Digital Signature Certificates (DSCs).
- 18.2 In the Technical Proposal, the Cover (folder) for Statutory Documents will be opened first and if found in order, the cover (folder) for Non-Statutory Documents will be opened.
- 18.3 IF ANY DOCUMENT REQUIRED TO BE SUBMITTED FOR e-TENDER BY THE BIDDER IN HIS TECHNICAL PROPOSAL IS NOT SUBMITTED OR IS FOUND TO BE DEFICIENT IN ANY MANNER AT ANY STAGE AFTER OPENING OF BID, THE BID MAY BE SUMMARILY REJECTED.

SCRUTINY AND EVALUATION OF BIDS

19. Basic Principle

- 19.1 Bids will be evaluated on the basis of the terms and conditions already incorporated in the e-tender document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.
- 19.2 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the bids are generally in order. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- 19.3 Prior to the detailed evaluation of price bids, the Purchaser will determine the substantial responsiveness of each bid to the e-tender document. For purpose of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the e-tender document without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security, Terms and Mode of Payment; Variation, Delay in the Contractor's Performance, Liquidated Damages, Termination of Contract, Force Majeure, Resolution of Disputes, Applicable law etc. will be deemed to be material deviations. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 20. If a Bid is not substantially responsive, it will be rejected by the Purchaser.
- 21.1 Decrypted (transformed into readable format) documents of the non-statutory cover will be downloaded and handed over to the Tender Evaluation Committee. The Committee will evaluate technical proposals as per terms laid down in this e-tender document.

- 21.2 During evaluation the Committee may summon bidders and seek clarification /information or additional documents or original hard copies of documents submitted online. If these are not produced within specified time, the bid proposals will be liable for rejection.
- 21.3 The result of evaluation of technical bids, along with information regarding further steps in evaluation of the tender shall be uploaded online on e-tender website.
- 22. Comparison of Bids**
- 22.1 The comparison of the responsive bids shall be carried out on Delivery Duty Paid (DDP) consignee site basis.
- 23. Bidder's Capability to Perform the Contract**
- 23.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid is eligible, qualified and capable in all respects to perform the contract satisfactorily.
- 23.2 The above-mentioned determination will interalia, take into account the bidder's financial, technical and production/ service capabilities for satisfying all the requirements of the purchaser as incorporated in the e-tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser, including inspection of warehouse/ registered or branch office/ site visit of any current project(s) etc. of the bidder at cost and arrangement of bidder by authorized representative(s) of purchaser.
- 23.3 **In case of a tie in rate offered-** the successful bidder will be decided by **DRAW OF LOTS**

AWARD OF CONTRACT

- 24. Purchaser's Right to accept any bid and to reject any or all bids**
- 24.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the tendering process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).
- 25. Award Criteria**
- 25.1 Subject to GIB clause 24 above, the contract will be awarded to the lowest evaluated responsive bidder. The list of successful bidder(s) shall be uploaded online.
- 26. Variation of Quantities at the Time of Award, During Currency of Contract**
- 26.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and/ or services mentioned in the

relevant section(s) in tender (rounded off to next whole number) without any change in the unit price and other terms and conditions quoted by the bidder.

26.2 The quantity of goods and/ or services mentioned in the relevant section(s) in tender to be procured may be staggered during currency of the contract.

26.3 The purchaser reserves the right to extend the 3 (three) year contract by another 3 (three) months on same terms and conditions at the end of 3 (three) year contract period. Thereafter, the contract may be extended on same terms and conditions for further periods on mutual agreement between purchaser and contractor.

27. Notification of Award

27.1 Before expiry of the tender validity period, the purchaser will notify the list of successful bidder(s) online on websites, <https://wbtenders.gov.in> and www.wbhealth.gov.in. In addition, each successful bidder shall be notified in writing that its bid for goods and/ or services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods and/ or services and corresponding prices accepted. The successful bidder must furnish to the health facility the required performance security within 15 (fifteen) days from the date of issue of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5.

27.2 The Notification of Award shall constitute the conclusion of the Contract and the 3 (three) year contract period shall commence from this date of notification.

27.3 The successful Bidder shall also physically submit original documents/ duly attested photocopies of all documents uploaded by him online at the time of bidding.

28. Issue of Contract

28.1 Within 7 (seven) days of notification of award, the successful bidder will sign the contract form as per Section X with the health facility.

28.2 The Purchaser reserves the right to issue the Notification of Award consignee wise.

29. Non-receipt of Performance Security and Contract by the Purchaser/ Consignee.

29.1 Failure of the successful bidder in providing performance security and/ or signing contract in terms of GIB clauses 27 and 28 above shall make the bidder liable for forfeiture of its EMD and also, for further actions by the Purchaser/ Consignee against it as per the clause 10 of GCC: Termination for default.

SECTION VI: TENDER APPLICATION FORM

To,

The Tender Inviting Authority.....

.....

.....

Ref: Your e-tender document No. _____ dated _____

We, the undersigned have examined the above e-tender document, including amendment/corrigendum number _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver the goods and/ or services in conformity with your above referred document for the sum, as shown in the price schedule/Bill of Quantity attached herewith and made part of this bid.

We hereby declare that all data and documents submitted by us in our bid in this e-tender are genuine and true, to the best of our knowledge and belief.

If our bid is accepted, we undertake to supply the goods and/ or perform the services as mentioned above, in accordance with the delivery schedule and terms and conditions as specified in the e-tender document, including amendment/ corrigendum if any.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in terms of GCC clause 5, for due performance of the contract.

We agree to keep our bid valid for acceptance as required in the GIB clause 6, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Government Authorities/ Organization/ Institution/ local bodies etc in last two years.

Brief of court/legal cases pending, if any, are following:

We would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by you to verify this statement.

(Signature with date)

(Name, designation, seal of authorised person to sign bid for and on behalf of Bidder)

Bm

SECTION VII: Price Schedule/Bill of Quantity

(Print copy of BOQ)

Tender Inviting Authority: Department of Health and Family Welfare		
Name of Work: e-Tender For Supply of Lab Consumable & Equipment Articles under NTEP (Erstwhile RNTCP)		
Contract No.		Tender No
Bidder Name:		
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)		

SI No	Name of the item	Specification	Units	Estimated Quantities in Units	Rate/Units (Inclusive All Taxes & others charges) Rs.
1	STANING RACK	24 INCH x 3 INCH (Good Quality), Steel Material	PCS	300	
2	FILTER PAPER	40 CM DIAMETER WATEMAN/BIVA(PACK OF 100 PCS)	PKT	150	
3	BROOM STICK	GOOD QUALITY	KG	75	
4	STICKER	PER PKT 500 PCS (ATLEAST 2 X 1 INCH)	PKT	120	
5	THERMOCOL BOX	THIKNESS-2.5 CM, OUTER DIMENSION- LENGTH X BREADTH X HEIGHT WITH LID= 12 INCH X 12 INCH X 12INCH, INNER DIMENSION- LENGTH X BREADH X HEIGHT WITHOUT LID X HEIGHT WITH INNER PART OF LID = 14.5CM X 8CM X 12CM X13CM	PCS	1200	
6	ICE GEL PACK (DRY)	200 GM, 13 CM X 13 CM	PCS	2400	

7	FALCON TUBE	FALCON TUBE(50 ML HIGH DENSITY POLYPROPYLENE CONICAL BASE, WIDE NECK, THREADED TOP, MAX RCF-15500 X G, CLEAR, STERILE, CAN WITH STAND A TEMPERATURE OF 121 DEGREE CELSIUS AT 15 LB/SQR INCH FOR 15 MINUTES. LENGTH 114.4 MM, OUTER DIAMETER 29.1 ML CAP DIAMETER 35.2 ML, CAP STYLE-PLUG SEAL. GRADUATION RANGE 5-50 ML, GRADUATION INTERVAL -2.5 ML	PCS	39000	
8	PARAFIL M	4 "x125 FT, LABOTARY FLIM (Good Quality)	ROLL	30	
9	SLIDE HOLDER RACK	PLASTIC 20 SLIDE CAPACITY (Good Quality)	PCS	300	
10	SLIDE BOX (100 PCS)	GOOD QUALITY PLASTIC, as per sample	BOX	600	
11	WASH BOTTLE	500ml WITH LONG NECK (Good Quality)	PCS	120	
12	NON-ABSORBNT COTTON	400gm REPUTED COMPANY	ROLL	600	
13	GLASS FUNNELS	4 inch DIAMETER	BOX	120	

Bla

SECTION VIII: CONTRACT FORM

[To be signed on a stamp paper of denomination of Rs.10/-(ten only) or above]

Name and address of the health facility issuing the contract.....
.....
.....

Contract No _____ dated _____

1. This is in continuation to Notification of Award of Contract No _____ dated _____ against e-tender no. _____ dated _____ and subsequent amendment No _____, dated _____ (if any), issued by the purchaser.

2. Name and address of the contractor:
.....
.....

3. Contractor's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the contractor and the purchaser in connection with this e-tender.

4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned above, shall also be deemed to form and be read and construed as integral part of this contract:

- i. The e-tender document no. dt.....
- ii. Tender Application Form furnished by the contractor
- iii. Technical and Financial Bid submitted by the contractor
- iv. Purchaser's Notification of Award of Contract

The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II: PREAMBLE of the e-tender document shall also apply to this contract.

5. The brief particulars of the goods and/ or services which shall be supplied/ provided by the contractor are as under:

Schedule No.	Brief description of goods/ services	Contract price

5.2 Financial limit to this contract is Rs.(contract price)

5.3 Annexure: Documents listed in Clauses 4(i) to 4(iv) above.

Signature, seal, name and address of the purchaser's/ consignee's authorised official)

Received and accepted this contract

(Signature, seal, name and address of the contractor's executive duly authorised to sign on behalf of the contractor)

PK

SECTION IX: CHECKLIST FOR BIDDERS

Sl. No	Checklist
1	EMD or documents in support of EMD exemption
2	Tender Application Form
3	Notice Inviting Tender Sections I to IX
4	PAN CARD
5	Professional Tax Registration Certificate
6	GST Registration (Provisional GST not allowed) Certificate
7	Certificate of Incorporation/ Partnership Deed
8	Trade License
9	Power of Attorney in favour of signatory of bid
10	Performance Statement as per format prescribed in GCC Clause 3, with supporting documents
11	Audited Balance Sheet & Profit/ Loss A/c for last 3 years (FY-2019-2020, FY 2020-2021 & FY 2021-2022)
12	Name, address of banker, account number
13	Address proof for registered and/or branch office of bidder, preferably in district of health facility
14	Bidder's Undertaking as per General Instructions to Bidders, Clause 13
15	Price Schedule/ Bill of Quantity (BOQ)

N.B. It is the responsibility of bidder to go through the e-tender document to ensure furnishing of all required documents in addition to above, if any.

Px2