



Notice Inviting e-Tender

**GOVERNMENT OF WEST BENGAL
HEALTH & FAMILY WELFARE DEPARTMENT
NATIONAL HEALTH MISSION (NHM)
Chief Medical Officer of Health & Secretary D.H & F.W.S
SOUTH 24 PARGANAS**

Administrative Building, M.R. Bangur Hospital Complex (2nd Floor) 241, Deshapran
Sashmal Road, Tollygunge, Kolkata - 700033, Email Id- cmohs24pgs@gmail.com

Bid Reference No: CMOH (SPG)/NIT/7915

Dated: 22.08.2023

**Selection of Agency for distribution of free spectacles to beneficiaries under SES and
Presbyopia under NPCB&VI Programme, South 24 Parganas
(Submission of Bid through online)**

- 1) National Health Mission (hereinafter referred to as "NHM") Government of West Bengal, has decided to float the e-Tender Notice to select agencies for distribution of spectacles to beneficiaries under SES and Presbyopia under NPCB&VI Programme in various regions of West Bengal.
- 2) Accordingly, CMOH, South 24 Parganas district/ Director RIO / CMHO, Kolkata (Tender Inviting Authority, hereinafter referred to as "TIA") hereby invites bid from eligible and qualified bidders for distribution of spectacles to beneficiaries under SES and Presbyopia under NPCB&VI Programme to the respective consignees of South 24 Parganas district as per the Requirement on regular basis. (to be filled up by the Concerned TIA)
- 3) Intending bidder may download the tender document from the e-tender portal of Govt. of West Bengal at wbtenders.gov.in and the website of West Bengal Health at www.wbhealth.gov.in. The submission of bids should only be through online at www.wbtenders.gov.in. Earnest money is to be submitted online only.
- 4) Non statutory documents, Bid - A, Bid - B & Bid - C are to be submitted concurrently.

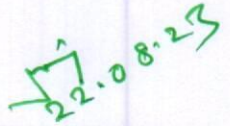

C.M.O.H & Sec. D.H & F.W.S
South 24 Parganas

Table for Important Dates

Sl.	Items	Date(s)
1.	Date of uploading of N.I.T. Documents (online) / Date of Issue / Published on	22.08.2023 at 6 PM
2.	Documents download start date (Online)	22.08.2023 at 6 PM
3.	Date & Venue of Pre Bid Meeting with the intending Bidders	28.08.2023 at 2 PM
4.	Bid submission start date (On line)	
5.	<p>Bid submission closing (On line) Bid submission includes: i) Non statutory documents to be submitted under <u>My Space</u> (Each sub-category item should be in multiple page single PDF file) ii) BID – A (Should be in multiple page single PDF file) iii) BID – B (Should be in multiple page single PDF file) iv) BID – C (BOQ and FORM 6)</p> <p>Detailed list of documents annexed at Section V Check-List Form</p> <p>Non-statutory document (document uploaded in <u>My Space</u>), Bid – A & Bid – B constitute the technical bid and Bid – C is the financial bid.</p> <p><i>Any wrong or misleading information provided by the Bidder during submission of bids shall lead to summary cancellation of bid and may lead to blacklisting in NHM for at least 5 years.</i></p> <p>Each scanned documents should have an index page indicating the name of the documents enclosed with page number.</p>	11.09.2023 at 3 PM
6.	Bid opening date for Technical Proposals (Online) (Bid A & B)	13.09.2023 at 03.30 PM
7.	Submission of non-statutory wanting document (if any)	08.09.2023 at 2 PM
8.	Quality verification of Samples (Office of The CMOH South 24 Parganas)	07.09.2023 at 2 PM
9.	Opening of Financial Bid (Online)	To be notified later

Section I: Instructions to Bidders

A. Important information at a glance

1. WORK SCHEDULE (to be filled up by the concerned TIA):

Sl no	Name of Block /Municipality /Borough /MCHs & other decentralised hospitals	Type of the unit (Block /Municipality /Borough/MCHs & other decentralised hospitals)	Name of the work	Population of The unit (approx)	Estimated Population, school children & 45 years+ adults, to be covered under the free spectacles supply scheme per annum (approx) (Column 'T' of the calculation sheet for the spectacles need per annum as is given below)
	A			B	
1	GOSABA	Block	Distribution of free spectacles to beneficiaries under SES and Presbyopia under NPCB&VI programme	2,80,394	2,317
2	BASANTI	Block		3,82,864	3,072
3	CANNING I	Block		3,46,487	2,804
4	CANNING II	Block		2,87,131	2,416
5	JOYNAGAR-I	Block		2,99,216	2,605
6	JOYNAGAR-II	Block		2,86,723	2,563
7	KULTALI	Block		2,60,437	2,219
8	BARUIPUR	Block		4,92,478	4,080
9	SONARPUR	Block		2,49,996	2,292
10	BHANGORE-I	Block		2,83,319	2,438
11	BHANGORE-II	Block		2,80,519	2,417
12	BISHNUPUR I	Block		2,64,210	2,397
13	BISHNUPUR II	Block		2,43,933	2,248
14	BUDGE BUDGE I	Block		1,28,382	1,396
15	BUDGE BUDGE II	Block		2,18,466	2,060

16	T.M BLOCK	Block		2,00,352	1,777
17	BARUIPUR MUNICIPALITY	Municipality		60,410	645
18	RAJPUR SONARPUR MUNICIPALITY	Municipality		4,82,527	3,756
19	MAHESHTALA MUNICIPALITY	Municipality		5,09,759	3,957
20	PUJALI MUNICIPALITY	Municipality		42,124	460
21	BUDGE BUDGE MUNICIPALITY	Municipality		87,368	844
22	JOYNAGAR MAZILPUR MUNICIPALITY	Municipality		29,605	368
23	Baruipur SDH	SDH		*	3,133
24	Canning SDH	SDH		*	1,391
25	Bijoygarh SGH	SGH		*	700
26	Baghajatin SGH	SGH		*	415
27	Gardenreach SGH	SGH		*	1,577
28	Vidyasagar SGH	SGH		*	504
29	SOUTH 24 PARGANAS			57,16,700	56,852

Calculation sheet for spectacles need per annum

Sl no	Districts/KMC/ RIO MCH	Population - 2022	Population in the age group 45 to 80* (21.55% in all age group)	No. of persons with RE/presbyopia (Prevalence of presbyopia i.e., 70% of the population in the age group of 45 years to 80 years - Cataract prevalence above 50 years of age 1.67×2 eyes) =66.66	presbyopic / adult spectacles need to be distributed per annum =(5% of the total Refractive Error/presbyopia)	No. of spectacles need for the school children*	Total Spectacles	Annual target (2023-24) , including school children and presbyopic/adults, which is given from State	Estimated Population school children & 45 years+ adults, to be covered under the free spectacle supply scheme per annum (approx) (the higher number between 'G' and 'H' is to be considered)
	A	B	C	D	E	F	G=E+F	H	I
1	GOSABA	2,80,394	61,686.68	41,330.08	2,067	250	2,317	660	2,317
2	BASANTI	3,82,864	84,230.08	56,434.15	2,822	250	3,072	660	3,072
3	CANNING I	3,46,487	76,227.14	51,072.18	2,554	250	2,804	660	2,804
4	CANNING II	2,87,131	63,168.82	42,323.11	2,116	300	2,416	660	2,416

5	JOYNAGAR-I	2,99,216	65,827.52	44,104.44	2,205	400	2,605	660	2,605
6	JOYNAGAR-II	2,86,723	63,079.06	42,262.97	2,113	450	2,563	660	2,563
7	KULTALI	2,60,437	57,296.14	38,388.41	1,919	300	2,219	660	2,219
8	BARUIPUR	4,92,478	1,08,345.16	72,591.26	3,630	450	4,080	660	4,080
9	SONARPUR	2,49,996	54,999.12	36,849.41	1,842	450	2,292	660	2,292
10	BHANGORE-I	2,83,319	62,330.18	41,761.22	2,088	350	2,438	660	2,438
11	BHANGORE-II	2,80,519	61,714.18	41,348.50	2,067	350	2,417	660	2,417
12	BISHNUPUR I	2,64,210	58,126.20	38,944.55	1,947	450	2,397	660	2,397
13	BISHNUPUR II	2,43,933	53,665.26	35,955.72	1,798	450	2,248	660	2,248
14	BUDGE BUDGE I	1,28,382	28,244.04	18,923.51	946	450	1,396	660	1,396
15	BUDGE BUDGE II	2,18,466	48,062.52	32,201.89	1,610	450	2,060	660	2,060
16	T.M BLOCK	2,00,352	44,077.44	29,531.88	1,477	300	1,777	660	1,777
17	BARUIPUR MUNICIPALITY	60,410	13,290.20	8,904.43	445	200	645	X	645
	RAJPUR SONARPUR MUNICIPALITY	4,82,527	1,06,155.94	71,124.48	3,556	200	3,756	X	3,756
18	MAHESHTALA MUNICIPALITY	5,09,759	1,12,146.98	75,138.48	3,757	200	3,957	X	3,957
19	PUJALI MUNICIPALITY	42,124	9,267.28	6,209.08	310	150	460	X	460
20	BUDGE BUDGE MUNICIPALITY	87,368	19,220.96	12,878.04	644	200	844	X	844
21	JOYNAGAR MAZILPUR MUNICIPALITY	29,605	6,513.10	4,363.78	218	150	368	X	368
22	Baruipur SDH	NA	NA	NA	2,957	176	3,133	660	3,133
23	Canning SDH	NA	NA	NA	983	408	1,391	660	1,391
24	Bijoygarh SGH	KMC area	NA	NA	500	200	700	660	700
25	Baghajatin SGH	KMC area	NA	NA	332	83	415	660	415
26	Gardenreach SGH	KMC area	NA	NA	1,427	150	1,577	660	1,577
27	Vidyasagar SGH	KMC area	NA	NA	483	21	504	660	504
27	SOUTH 24 PARGANAS	57,16,700	12,57,674.00	8,42,641.58	48,814	8,038	56,852	10560	56,852

2) Eligibility Criteria: All applicants shall have to meet the minimum eligibility criteria in respect of both of the following:

a) Technical criterion:

I. The manufacturer of quoted product must have at least preceding

- five years' experience in manufacturing spectacles. The supporting documents in claim of experience are to be enclosed.
- II. Tenderer must have a registered local office in district/ health district. In case of Consortium the lead partner should have registered local office in the district/ health district for which the tenderer has submitted application.
 - III. Tenderer or Distributor or Importer must submit bid specific Manufacturer's Authorization.
 - IV. Bidder should have proof of supplying at least 20,000 quantity of spectacles to any Govt. Organization/ Corporate Hospital/ PSU Hospital/ Project Mode in India in single contract within last 5 year (ending with December 2022. Purchase order copies and proof of payment certificate or work completion certificate to be submitted in support of this experience.
 - V. A Bidder will be eligible to participate and work in maximum 2 districts in West Bengal at a given point of time. However, if a bidder is already under contract of the same project valid for more than 6 months, in the state of West Bengal, then the bidder would be eligible to apply for any one district/ RIO/ KMC. Notarized declaration regarding application or working in maximum 2 districts/ RIO/ KMC including the details of such work or application to be submitted to the concerned TIA .If any bidder at any stage of the tender process is found to have applied or worked for more than 2 districts/ RIO/ KMC, then all applications of the respective bidder will be cancelled.
 - VI. The Tenderer should not have past history of blacklisting by any Ministry /Dept. of GOI/ State Governments/ Organizations /Undertaking (Notarized declaration);

b) Financial criterion: The Bidder should have average annual turnover of Rs.

1,98,98,000/- (Rs. One Crore Ninety Eight Lakh Ninety Eight Thousand only)

Annual Turnover :

The Bidder should have (Average annual turnover = 100% of the bid value i.e Projected population to be covered under the scheme X Rs 350/- if the total bid value lies within Rs 10 crore in last three financial years (FY) or 50% of the total bid value i.e Projected population to be covered under the scheme X 0.5 X Rs 350/- if the total bid value lies above Rs 10 crore in last three financial years (FY) for applying and working in single district. For applying and working in 2 districts, the Bidder should have double average annual turnover as applicable for single district. Last Three FY means 2020-21, 2021-22and 2022-23.

3. Tender Fees : Exempted

4. **Earnest Money Deposit (EMD):** 3,98,000/-Three Lakhs Ninety Eight Thousand only Bidders shall have to submit EMD of (Amount = 2% of total bid value i.e. Projected population to be covered under the scheme X Rs 350/-) and has to be payable in **ONLINE mode as per Finance Department G.O. No 3975 F(Y) dated 28th July 2016.** Refund of EMD: After declaration of Award of Contract (AOC) through the e-procurement portal, the EMD will be refunded to the unsuccessful bidder in the same route to the account from where the transaction was processed within reasonable time.

5. Payment Terms:

I. General Terms

- (i) Monthly invoice to be submitted for actual quantity delivered within the period.
- (ii) The Bidders should only quote in INR.

II. Payment terms

- A. 100 % of the Base Price of the delivered items along with applicable GST shall be paid after delivery and furnishing of Consignee Receipt Certificate (CRC) as per Form 8.
- B. Agency shall submit the invoice along with order copy and all other documents for claims for the payments to the office of the tender inviting authority after certification from concerned consignee on monthly basis.

Note:

Submission of required Performance Bank Guarantee and signing of Agreement are mandatory for the processing of any Payment.

6. Performance Security (PS): (to be filled up by the Concerned TIA)

To ensure due and satisfactory performance of its obligations, the selected agencies have to furnish performance security. Performance security of amounting 10% of total bid value with validity of 2 years + 6 months against each agreement (each district), to be submitted in the form of an irrevocable bank guarantee in favour of "**Secretary District Health & Family Welfare Samity & CMOH, South 24 Parganas**" within 14(Fourteen) working days from the date of issuing of AoC.

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

7. Liquidated damages for Delayed Delivery / Delayed setting up of Services: The percentage of 0.5% of the Invoice price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Invoice price.

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

Preference will be given to the S.S.I. units registered in West Bengal & PSUs in West Bengal and State Based Other Manufacturers as per West Bengal Financial Rule incorporated under notification No. 10500-F dated 19.11.04 as amended vide Memo. No. 4245-F(Y) dated 28/05/2013 and Memo. No. 6718-F(Y) dated 08/09/2015 .

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

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

9. Time for Supplies of work from the date of issuance of Supply order

Sl No.	ITEM	Time
1	Spectacles	12 Days

Note: If the 12th day falls on holiday, the goods will be made delivered within next working day.

10. Defect Replacement & Warranty

Defective spectacles detected during hand over to the beneficiary should be changed free of cost within next 12 days.

SIX months' warranty period for the spectacles frame: Any manufacturing defect in the frame within 6 months would be replaced free of cost.

Decision taken by the Govt. authority in connection with the **defects** of any spectacles & error of glasses, will be the final and by no means can it be challenged by the vendor.

11. General Instructions:

- a. Bidders are requested to study the tender document, terms & conditions carefully before submitting their bids. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- b. Tender documents should be downloaded from the E-tender portal of Govt. of West Bengal at wbtenders.gov.in and the website of WB health at www.wbhealth.gov.in. The submission of bids should only be through online at wbtenders.gov.in.
- c. All pages of the bid submitted must be signed and sequentially numbered by the Bidder. All information in the offer must be in English. Information in any other language must be translated to English. Failure to comply with this may render offer liable to be rejected. In the event of any discrepancy between the offer in a language other than English and its English translation, the English translation will prevail,
- d. Bidder/authorized representative may choose to be present on the specified date & time of opening of online e-bids. However, opening of bids will not be stopped for absence of any bidder or his authorized representative at the notified time.
- e. The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any amendment, addendum issued subsequently to the bid document and takes into consideration the same while preparing and submitting the

C. General

1. Scope of Bid (to be filled up by the Concerned TIA as applicable)

The type of goods and related services to be purchased is : Supply of spectacles at RH/ BPHC/ PHC/ DH/ SDH/ SGH/ SSH/ MCH/ U-PHC/ Municipality/ KMC areas/ other authorized hospitals/ health units/ Schools under Dept. of Health, Govt. of West Bengal as per Schedule of Requirements mentioned in Section IV (This list is only indicative and might vary on the conduct of special camps).

Note: For Schools, the delivery will be made only after being instructed by the BMOH/Hospital Authority/HOD.

(The concerned TIA will update the prescribed format mentioned in Section IV as applicable)

2. Fraud and Corruption

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

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) Bribery is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts;
 - (ii) Extortion or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation;
 - (iii) Fraud is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of NHM or other participants;
 - (iv) Collusion is the agreement between Tenderers designed to result in bids at artificial prices that are not competitive.
- (b) Will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;
- (c) Will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a NHM registered Vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a NHM contract;
- (d) Will cancel or terminate a contract if it determines that a vendor engaged in corrupt practices in competing for or in executing a NHM contract;
- (e) Will normally requires a NHM vendor to allow NHM, or any person that NHM may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.
- (f) Any vendor participating in NHM's procurement activities, shall facilitate to NHM personnel upon first request, all documents, records and other elements needed by NHM to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from NHM vendor roster and may lead to suspension following review by NHM Vendor Review Committee.
- (g) It is required that Vendors, their subsidiaries, agents, intermediaries and principals cooperate with NHM Internal Audit Group as well as with other investigations authorized by NHM or by the Government of West Bengal or the Central Government as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives, agents and

assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow NHM to repudiate and terminate the contract and to debar and remove the supplier from NHM's list of registered vendors.

3. Eligible Tenderers

- i.** A Tenderer and all parties constituting the Tenderer may have the nationality of any country.
- ii.** A Tenderer shall not have a conflict of interest. All Tenderers found to have conflict of interest shall be disqualified. Tenderers may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - i)** are or have been associated in the past, with a firm or any of its affiliates which have been engaged by NHM to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under these Bidding Documents ; or
- iii.** A Tenderer that is under a declaration of ineligibility by NHM in accordance with Instructions to Tenderers at the date of contract award, shall be disqualified. Tenderers shall not be eligible to submit a bid when at the time of bid submission:
 - Suppliers are already suspended by NHM; or,
 - Suppliers are suspended by the Government of West Bengal or Central Government or any other State Government or NHM,
 - Suppliers have been declared ineligible by Government of West Bengal or Central Government or any other State Government or NHM.

4. Eligible goods and related services

- i.** All the goods and related services to be supplied under the Contract may have their origin in any country.
- ii.** For purposes of this Clause, the term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

C. Contents of Bidding Documents

5. Sections of Bidding Documents

- i.** The Bidding Documents consist of:

- Section I. Instructions to Tenderers
 - Section II. General Conditions for Goods (GCG)
 - Section III. Special Conditions of Contract (SCC)
 - Section IV. Schedule of Requirements
 - Section V. Bidding Forms
 - Section VI. Contract Forms
- ii. The Tenderer is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- iii. Tenderers are cautioned to read the specifications carefully (see Section IV - Schedule of Requirements), as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer's product. Tenderers are encouraged to advise NHM, if they disagree.
- iv. The specifications are the minimum requirements for the products. Products offered must meet or exceed requirements mentioned in technical specifications. The products shall conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

6. Clarification of Bid Document (to be filled up by the Concerned TIA)

A prospective Tenderer requiring any clarification of the Bidding Documents shall contact 9732679918 / 8609086696 for communication) or in writing at cmohs24pgs@gmail.com mail id for communication)

7. Amendment of Bid Document

- i. At any time prior to the deadline for submission of bids, NHM may amend the Bid Document by issuing amendment to be uploaded in the e-tender portal & website of WB health.
- ii. To give prospective Tenderers reasonable time in which to take an amendment into account in preparing their bids, NHM may, at its discretion, extend the deadline for the submission of bids.

D. Preparation of Bids

8. Tenderers are to prepare and submit the following:

- i) Non statutory documents to be submitted under My Space
- ii) BID – A (Should be in multiple page single PDF file)
- iii) BID – B (Should be in multiple page single PDF file)
- iv) BID – C (BOQ should be in excel format and FORM 6 should be in single PDF file)

Details are given in “Submission and Opening of Bids”

9. Cost of Bidding

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

10. Language of Bid

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

11. Bid Prices

The prices in the BOQ shall conform to the requirements as specified in the tender.

However the **base rate/ minimum price per customized (bifocal) (bifocal) spectacles will not be less than Rs 285/- and maximum price per customised spectacles will not exceed Rs 350/-**including value of frame with glasses, assemble charges, mobility charges, freight charges, charges of box with printed logo, packaging charges , screening charges, distribution cost, taxes and other miscellaneous cost attached with the service.

- i. The Incoterms shall be governed by the rules prescribed in the Incoterms 2010, published by The International Chamber of Commerce.
- ii. Prices quoted by the Tenderer shall be fixed during the Tenderer’s performance of the Contract and not subject to variation on any account.

12. Currencies of Bid

The Tenderer shall quote in INR only.

13. Documents Establishing the Conformity of the Goods and Related Services

To establish the conformity of the goods and related services to the Bidding Documents, the Tenderer shall furnish as part of its Bid the documentary evidence

that the Goods conform to the technical specifications and standards specified in Section IV, Schedule of Requirements.

14. Documents Establishing the Qualifications of the Tenderer

As per Form 2: Check-List of Section V of the bid document.

15. Period of validity of Bids

- i. Bids shall remain valid for a period of **270** days from last date of online submission of bid. A bid valid for a shorter period than specified in previous lines shall be rejected by TIA as non responsive.
- ii. In exceptional circumstances, prior to the expiration of the bid validity period, TIA may request Tenderer to extend the period of validity of their bids and EMD. In the event of the request for such extension beyond bid validity period, the bidder may or may not accept such request. In case, the bidder refuses to accept the request, the EMD of the bidder shall not be forfeited.

16. Period of validity of the bid price:

The bid price for spectacles shall remain valid for a period of **2 (two)** years from the date of signing of the contract and extended upto 1 year based on the performance and with approval of TIA. The contract would be signed on a stamp duty paper of Rs. 20 or of Rs. 50. It is to be noted that the existing vendors, selected as per the State guidelines Year 2020, will be allowed to continue to supply till the validity as per the said existing contract. The vendor selected by this new system will adopt those blocks/hospitals etc. Immediately after the completion of the tenure for the existing vendor/s.

17. Earnest Money Deposit (EMD): (To be filled by concerned TIA)

- i. The EMD shall be paid online in the amount provided in the **Requirements** and denominated in INR.
- ii. **Any bid not accompanied by a substantially responsive EMD in accordance with Instructions to Tenderers shall be rejected by TIA as non-responsive.**
- iii. The EMD of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the Performance Security pursuant to Instructions to Tenderers

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

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

19. Withdrawal, Substitution and Modification of Bids

- i. The bid once submitted cannot be withdrawn but prior to the deadline prescribed for submission of bids, a Tenderer may substitute, or modify its Bid after it has been submitted.
- ii. The objective of this bid is to ensure supply of best quality equipment at the most competitive price. If at any stage of the bidding, including at the stage of financial evaluation, it appears that the tendered rate is artificially hiked or is much lower compared to the prevailing market price and available rates of similar or identical composition with the government, TIA reserves the right to cancel the bids.

20. Confidentiality

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

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

E. Submission and Opening of Bids

21. The following are to be submitted:

- i) **Non statutory documents to be submitted under My Document**
(Each sub-category item should be in multiple page single PDF file)

Guidelines for uploading documents in My Document:

Sl. No.	Category Name	Sub - Category Name	Document Name
1	CERTIFICATES	CERTIFICATES	PAN Card
2	COMPANY DETAILS	COMPANY DETAILS 1	a) License from Government/ Statutory Authority as applicable. b) Registration with the Registrar Of Companies or Partnership deed, as applicable.
		COMPANY DETAILS 2	Document evidencing experience of manufacturer in manufacturing quoted product of spectacles / spectacles parts (frame, glass) for at least preceding five years' (ending with December 2022)
		CREDENTIAL 1	Documentary Proof of having registered local office in the district/ health district as applicable.
		CREDENTIAL 2	Proof of supplying at least 20,000 quantity of spectacles to any Govt. Organization/ Corporate Hospital/ PSU Hospital/ Project Mode in India in single contract within last 5 (five) year(ending with December 2022) .Document should be supported with: Work order / Supply order copy AND 2. Proof of satisfactory delivery duly signed by the hospital / healthcare facility / laboratory) against the work order OR Proof of payment certificate against satisfactory delivery of the quantity during the last 5 years(ending with December 2022)
		CREDENTIAL 3	Legal documents in respect of formation of JV/Consortium as per Annexure 1 to be submitted.
4	DECLARATION	DECLARATION 1	Notarized Declaration regarding application and working in maximum 2 districts
		DECLARATION 2	Notarized declaration regarding having/ hiring at least one distributor/ sub-

			distributor per district for distributing the spectacles within the timeline. In case of Consortium Notarized declaration by the lead partner regarding having / hiring distributor/ sub-distributor per district for distributing the spectacles within the timeline
		DECLARATION 3	Tender Form as per Form 2
5	EQUIPMENT	MACHINERIES 1	Manufacturer's Authorization (If applicable) as per Form 4 of Section V
		MACHINERIES 2	15 – digit Goods and Services Taxpayer Identification Number (GSTIN) (GST Registration)
		MACHINERIES 3	Income Tax returns for last 3(three) Financial years (2020-21,2021-22,2022-23)
6	FINANCIAL INFO	P/L & BALANCE SHEET 2020-21	P/L & Balance sheet (2020-21)
		P/L & BALANCE SHEET 2021-22	P/L & Balance sheet (2021-22)
		P/L & BALANCE SHEET 2022-23	P/L & Balance sheet (2022-23)

(ii) Statutory Documents

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

1. EMD (Scanned copy of the instrument through which EMD have been submitted)
2. Declaration of the bidder on letter head that “We agree to submit a scanned copy of the Tender Documents and its Amendments and Addendums thereto duly initialled

by us in all pages with our seal/ rubber stamp affixed thereto, in token of acceptance thereof.”

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

1	Check List format given in Form 1
2	Brochure of quoted model of spectacles (glass, frame separately if quoted for different manufacturer)
3	Tenderer should not have past history of blacklisting by any Ministry /Dept. of GOI / State Governments/ Organizations /Undertaking (Notarized declaration) in the Form 10
4	Average Annual Turnover of the Company during the last 3 Financial Years (in INR) - to be certified by practicing Chartered Accountant as per format given in Form 7
5	Technical Specification Compliance report as per the format given in the Form 3
6	Declaration of Quality Certification of offered product of spectacles including glass, frame as per format given in the Form 9

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

iii) **BID – C [Bill of Quantity (BOQ) and Form 6]**

BOQ shall contain the financial quotes in respect of

(a) **Base Price of Equipment (BP):** Includes value of frame with glasses, charges of box with printed logo , assemble charges, mobility charges, freight charges, packaging charges, screening charges (in case of School Eye Screening sessions and during any special drive session), charges in respect to manpower as required during the period of contract and any other charges as applicable excluding GST.

However the quoted price per customized (bifocal) spectacles should not be less than Rs 285/- (including all taxes) and maximum price should not exceed Rs 350/-(including all taxes).

Comparison of Financial Bids would be least cost based. The rates quoted shall be firm and no variation will be allowed during the period of contract.

FORM 6 shall contain statement of Breakup of Duties and Taxes

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

N.B.

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

F. Evaluation and Comparison of Bids

22. Evaluation of Bids

(A) Technical Evaluation

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

- i) **Scrutiny of Form 1 (NIT Acceptance Form) duly notarized**
- ii) **Scrutiny of documentary evidence as per Form 2: Check-list, Section V of Bid document submitted by the Tenderers**
- iii) **Evaluation of Spec indicator:**

Bidders will have to arrange for a sample verification of items on the notified date. The evaluation of the spec indicator will be made based on the reports of the sample verification. The sample verification is purely at the discretion of the Technical Bid Evaluation Committee and its input shall be treated as only corroborative in nature and will not be a substitute for technical evaluation of the document submitted along with the bid. The decision of the Technical Committee in this regard will be final.

Bidder has to comply with all Essential parameters of the technical specifications except deviation(s) which will be considered minor and acceptable by the team of experts to be engaged by TIA to take sample verification. Regarding technical qualification decision of Technical Expert / experts will be the full & final.
- iv) A bidder can apply and work for maximum 2 districts. If any bidder at any stage of the tender process is found to have applied and worked for more than 2 districts, then each application of the respective bidder will be cancelled.

A bidder will be considered technically qualified if,

1. **Comply with i) & ii) and qualify in iii) above**

B. Financial Evaluation

Financial Bids (Bid - C) of the technically qualified Bidders would only be opened. A single bidder can be selected in maximum 2 districts. **Comparison of Financial Bids would be least cost based as mentioned in "Submission and Opening of Bids" quoted by the tenderers.**

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

23. Responsiveness of Bids

- i.** TIA's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- ii.** A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:
 - (a) Affects in any substantial way the scope, quality, or performance of the goods and related services specified in the Contract; or
 - (b) Limits in any substantial way, inconsistent with the Bidding Documents, TIA's rights or the Tenderer's obligations under the Contract; or
 - (c) If rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive bids.

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

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

- iii.** If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by TIA.

24. Examination of Terms and Conditions and Technical Evaluation

- i. TIA shall examine the Bid to confirm that it does not contain material deviation or reservation related to the conditions and requirements specified in the GCC of Section II, SCC of Section III and in the Schedule of Requirements of Section IV.
- ii. If, after the examination of the terms and conditions and the technical evaluation, TIA determines that the Bid is not substantially responsive in accordance with Instructions to Tenderers, it shall reject the Bid.

25. Domestic Preference

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

26. Financial evaluation

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

27. TIA's Right to Accept Any Bid and to Reject Any or All Bids

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

G. Award of Contract

28. Award Criteria

- i.** In the event of a Contract award, TIA shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.
- ii.** Before the award of Contract, TIA may inspect the manufacturing facilities of the lowest evaluated responsive Tenderer to assess his capability to successfully perform the Contract as per the terms and conditions specified in the NIT.
- iii.** In case the L1 bidder (s) fails to execute the agreement or agreement cancelled due to serious defaults, the authority would be able to offer AoC to the L2 bidder(s) at the lowest rate offered in the tender, if mutually agreed.

29. TIA's right to vary quantities

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

30. Publication of Award of Contract

TIA shall publish the Award of Contract in e-tender portal and its website

31. Signing of Contract

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

32. Performance Security

- i.** Within 14 working days of receipt of the AOC from TIA, the successful Tenderer, if required, shall furnish the Performance Security in full or in parts in the event of a staggered supply as decided by TIA in accordance with the GCC, using for that purpose the Performance Security Form included in Section VI, Contract forms, or another Form acceptable to TIA. TIA shall promptly discharge the Bid Securities of the unsuccessful Tenderers pursuant to Instructions to Tenderers.

- ii. Failure of the successful Tenderer to submit the above-mentioned Performance Security in full or in parts in the event of a staggered supply as decided by TIA and sign the agreement within 14(fourteen) days of issue of AOC shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

Note: - After Technical Bid opening and consequent evaluation of the submitted documents, the technically eligible bidders will be intimated for sample verification of the offered item at the said location . Sample verification of all the offered goods shall be required to be arranged by the Tenderer before the Bid Evaluation Committee for technical evaluation, as and when requested to do so by the Technical Bid Evaluation Committee prior to the opening of the financial bids. The cost incurred for the tour of the members of technical bid evaluation will be entirely borne by TIA. Choosing of site for onsite sample verification shall be on the discretion of TIA.

Section II. General Conditions of Contract

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

1. LEGAL STATUS OF THE PARTIES:

The TIA and the Vendor shall respectively be referred to as "FIRST PARTY" & "SECOND PARTY" hereunder and each Party acknowledges and agrees that:

Nothing contained in or relating to the contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities and shall be treated responsible for the actions undertaken by respective parties.

If the Second Party is a joint venture (JV) or consortium, all of the Parties shall be jointly and severally liable to the First Party for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture or consortium even though the Award of Work will be issued in the name of JV and all payment will be made in the name of JV. In case of Consortium, the Award of Work will be issued in the name of the Lead Partner of the Consortium and all payment will be made in the name of the Lead Partner. The composition or the constitution of joint venture or consortium shall not be amended and/or altered without the express prior consent of the First Party.

2. DEFINITIONS:

GOODS: Goods, which term and expression unless excluded by or repugnant to the context would include, hereinafter, deemed to include, without limitation, such medicines, raw materials, components, intermediate products and products which the Second Party is required to supply pursuant to the Purchase Order or Special Conditions of this Contract to which these General Conditions are related to.

SERVICES: Services, which term and expression unless excluded by or repugnant to the context would include, hereinafter, deemed to include services ancillary to the supply of the Goods including, without limitation,

transportation and supply at the point of consignee and such other obligations as required under this Contract and including such other obligations.

TRADE TERMS: Whenever an International Commercial Term (Inco term) is used in this Contract, the same would be, interpreted in accordance with the International Commercial Term , 2010 subject to the judicial interpretation followed in India.

3. CONTRACT PRICE:

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

4. PENAL PROVISIONS UNDER THE CONTRACT:

The First Party will monitor and adjudge the conduct and performance of the Second Party. The penal norms as described in Section III Special Condition of Contract will follow in general, in case of Second Party fails to abide by the contract norms. The penal action for repeated offence by the Second Party will attract penal provision as stated, irrespective of the offence is made against the same contract or against a different contract period of the previous contract.

In case a supplied product is found to be spurious, mislabelled, misbranded, sub-standard, recycled or a combination of any of these on first verification by the First Party the sample will be sent to for statutory examination and taking further penal action.

5. ACCEPTANCE OF GOODS:

Under no circumstances shall the First Party be required to accept any Goods (including packaging and labelling of goods) that do not conform to the specifications of requirements of the instant Contract.

6. TITLE:

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

7. WARRANTY OF GOODS:

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

The Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly revealed in writing by the First Party to the Second Party, and shall be of even quality, free from faults and defects in material and manufacture under normal use in the conditions prevailing in the country of final destination;

The Goods are of the quality, quantity and description required in the Contract;

The Goods are free from any right of claim by any third-party and unencumbered by any title including incidentals or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets.

8. INDEMNIFICATION:

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

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

9. CHANGES:

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

10. TERMINATION FOR CONVENIENCE:

The First Party may, upon notice to the Second Party, terminate this Contract, in whole or in part, at any time for its convenience. The notice of

termination shall state that termination is for the First Party's convenience, the extent to which performance of the Second Party under the Contract is terminated and the date upon which such termination becomes effective.

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

11. TERMINATION FOR DEFAULT:

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

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

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

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

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

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

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

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

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

12. PENALTY FOR DEFAULT:

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

Nature of offence	Penalty to be imposed
Any wrong or misleading information provided by the Second Party during submission of bids	May lead to blacklisting in the First Party for at least 3 years
Discrepancy found in specification of supplied items	Termination of Contract. Blacklisting for 3 years. Forfeiture of the Performance Bank Guarantee of entire agreement. Lodging FIR.
Defective Supply	<ul style="list-style-type: none">• In case supply made by any vendor is 'found defective' and 'needed replacement' twice (even for a single spectacles of a particular order) then replacement of that entire order has to be done free of cost by the vendor.• If "found defective" and "needed replacement" more than twice (even for a single spectacles of the same particular order) then entire payment of that particular bill would be forfeited. .• If entire supply of any particular order is found sub standard quality; then entire PBG will be forfeited
Non-compliance of labelling & packing Norms	Return of goods with warning. Free of charge Replacement.

Non execution of agreement or non-compliance of Bid norms after Award of Contract.	Forfeiture of the Performance Bank Guarantee Blacklisting for 5 years
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13. CONFIDENTIALITY:

The First Party and the Second Party, its agents, employees, subcontractors and servants shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto, in connection with the Contract, whether such information has been furnished prior to, during or following competition or termination of the contract. Notwithstanding the above, the Second Party may furnish to its subcontractor such documents, data, and other information it received from the First Party to the extent required for the subcontractor to perform its work under the contract, in which event the Second Party shall obtain from such subcontractor an undertaking of confidentiality similar to that imposed on the Second Party.

The First Party shall not use such documents, data and other information received from the vendor for any purpose unrelated to the contract. Similarly, the Second Party shall not use such documents, data and other information received from the First Party for any purpose other than the performance of the contract.

The obligation of a party under the two foregoing paragraphs shall not apply to information that:

Now or hereafter enters the public domains through no fault of that party;

Can be proven to have been possessed by that party at time of disclosure and which was not previously obtained, directly, from the other party, or

Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

14. FORCE MAJEURE:

Force majeure as used herein means any unforeseeable and irresistible act nature, any act of war (whether declared or not), invasion, revolution insurrection, flood earthquake, epidemic, pandemic or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Second Party. The Second Party acknowledges and agrees that, with respect to any obligation under the contract that the Second Party must perform any delays or failure to perform such obligation arising from or relating to harsh conditions within such areas

shall not, in and of itself, constitute Force majeure under the contract. Further the Second Party acknowledges and agrees that scarcity of raw materials, power cut, workers unrest (even if wide spread) will not constitute force majeure under the contract.

In the event of and as soon as possible after the occurrence of any cause constituting Force majeure, the vendor shall give notice and full particulars in writing to the First Party, of such occurrence or cause if the Second Party is thereby rendered unable, wholly or in part perform its obligations and meet its responsibilities under the contract. The Second Party shall also notify the First Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the contract. Not more than fifteen (15) days following the provision of such notice Force majeure or other changes in conditions or occurrence, the Second Party shall also submit a statement to the First Party of estimated expenditure that will likely be incurred for the duration of the change in condition or the event. On receipt of notice or notices required hereunder, the First Party shall take such action as it considers, in its sole desertion, to be appropriate or necessary in the circumstances, including the granting to the Second Party of a reasonable extension of time in which to perform any obligations under the contract.

If an event of force majeure exists and the Second Party fails, within seven (7) days of such event to give notice in writing to the First Party pursuant to Article 23.2, and of the Second Party is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the First Party shall have the right to suspend or terminate the contract on the same terms and conditions as are provided for in Article 19, except that the period of notice shall be seven (7) days, in any case, the First Party shall be entitle to consider the Second Party permanently unable to perform its obligations under the contract in the case of the vendor's suffering any period of suspension in excess of ninety (90) days.

15. SOURCE OF INSTRUCTIONS:

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

obligations under the contract with the fullest regard to the interests of the First Party.

16. BENEFITS, CORRUPTION AND FRAUD:

The Second Party warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the contract or the award thereof to any representative, officials, employee, or other agent of the First Party or any official of the Health & Family Welfare department, Government of West Bengal or any organization engaged in the procurement process whether during the period the contract is in process or before or after the contract is over. The Second Party acknowledges and agrees that any breach of this provision is a breach of an essential term of the contract as specified.

Corruption means the offering, giving, receiving or soliciting of, directly or indirectly, anything of value to influence the action of any the First Party representative, official, employee or agent of the First Party or any official of the Health & Family Welfare department, Government of West Bengal or any organization engaged in the selection process or in the execution of the contract.

Fraud means a misrepresentation or omission of facts in order to influence the selection process or the execution of the contract.

17. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF TIA/ THE FIRST PARTY:

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

18. ASSIGNMENT:

The Second Party shall not, except after obtaining the prior written approval of the First Party, assign, transfer, pledge, or make any other disposition of this contract or any part hereof or of any of the Second Party's right or obligations hereunder, except with the prior written authorization of the First Party. The

Second Party may assign or otherwise transfer the contract to the surviving entity resulting from a reorganization of the Party's operation.

Prior to the written approval of the First Party, the Second Party shall promptly notify the First Party of such assignment at the earliest opportunity subject to the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the contract and such writing is promptly provided to the First Party following the assignment or transfer and the First Party finds that the Second Party has the financial and technical capacity as laid down in the tender document to carry out the assignment provided that:

Such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and

Such reorganization arises from sale, merger, or acquisition of all or substantially all of the vendor's assets or ownership interest; and

Such reorganization is not taking place with any of the Second Party who had participated in the Tender or who will be deemed to have conflict of interest as defined in the tender documents process for the same tender.

However, should the vendor become insolvent or should control of the vendor change by virtue of insolvency, the First Party may, without prejudice to any other right or remedy, terminate this contract.

19. TAXES:

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

20. PAYMENT PROVISIONS: (to be filled by the respective district TIA)

No advance payment towards start up cost or payment for any establishment or any other incidental changes will be made to the vendor.

Payment terms as per Payment Terms of Section I: Important information at a glance.

Agency will need to submit the invoice along with order copy and all other documents for claims for the payments to the office of the tender inviting authority i.e. MSVP/ Superintendent/ CMOH/ CMHO.

All Bills/ Invoices should be raised in triplicate in the name of _____ (TIA)

CENVAT / Deemed Export benefit if enjoyed by the Second Party shall be passed on to the First Party.

21. LIQUIDATED DAMAGES:

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

Defaults	Liquidation of the damages
Non-completion of scheduled supply	0.5% of the price of goods per week beyond the scheduled date of supply subject to a maximum of 10% of total contract value.

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

22. NON-WAIVER OF RIGHTS:

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

23. AMICABLE SETTLEMENTS:

When a dispute arises under this agreement the parties shall make all reasonable efforts to resolve through good faith negotiation, failing which they

will attempt at dispute resolution with the intervention of the Principal Secretary, the DoHFW, GoWB

24. ARBITRATION:

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

25. COURT OF LAW:

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



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

The following special conditions of contract (hereinafter referred to as SCC) shall supplement the General Conditions of goods (hereinafter referred to as GCC).

Whenever there is a conflict, the provisions herein under SCC shall prevail over those in the GCC:

1. The selected agency should have/ hire at least one distributor/ sub-distributor per district, including per Health District preferably office within the District HQs/Health District sub-divisional town where the CMOH office is located, for distributing the spectacles within the timelines. Notarized declaration to be submitted in this regard by the agency as per Form I: Checklist
2. The selected agency should establish minimum one warehouse per district, including per Health District preferably office within the District HQs/Health District sub-divisional town where the CMOH office is located, for which the tenderer has submitted application. In case of Consortium the lead partner should establish minimum one warehouse per district within one month from the date of issue of AoC. Documentary proof of ownership to be provided by the Second party to First party as and when required.
3. Assembly of spectacles to be done at the district / Health District for which the tenderer has submitted application to ensure the delivery within the time limit.
4. The area of work will be for the Rural as well as for the Urban health units (Across the State). This will remain applicable for the NUHM as well as for the non-NUHM health units also. These may be clubbed as follows:----

(a) The CMHO-Kolkata for KMC areas which included the Hospitals and the

health units directly controlled by the Kolkata Municipal Corporation Authority.

(b) The Director-RIO for RIO and for Kolkata based other MCHs and for the other State Govt. Hospitals located in Kolkata.

(c) CMOHs at the Districts / Health Districts for all the health facilities in the District/Health District under his control , District-based MCHs, District ULBs, and for the other similar units within the districts/Health Districts.

5. TIA (Tender Inviting authority) will be the ordering authority for as is mentioned in Sl. No. 4. (a), (b) &(c) above.
6. MT (Opto) will give daily session-end manual / WA-based indent to BMOH / local authority, where he is giving the service for the day (as the MTs are covering more than one Blocks/hospitals/health units etc.) through ASHA / frontline workers. The latter will send indent to CMOH / appropriate authority. Subsequently, a tab / click button will be kept on the upcoming CHOKHER ALO line list-based portal for placing the indent online.
7. TIA will place daily work-order to the vendor over mail / preferably through a similar tab / click button on the upcoming CHOKHER ALO line list-based portal. From this portal, the vendor too may get an alert/ detailed indent once the Spectacles-management module gets incorporated on to this portal. On the same portal the tick mark may be given at the time of delivery so that the completion of the service-circle gets ensured / digitised.
8. The Sample/specimen/s for the selected items (glass, frame, cover box, cloth, cord/rope, sticker, etc.) will remain with the Blocks/hospitals/health units, for checking in future, @ 1 set for each item for each of the MT (Optos.)/ health units present at each district.
9. Defects:-----
 - i. Defective spectacles detected during hand over to the beneficiary should be changed free of cost within next 12 days.
 - ii. SIX months' warranty period for the spectacles frame: Any manufacturing defect in the frame within 6 months would be replaced free of cost.

- iii. Decision taken by the Govt. authority in connection with the **defects of any spectacles & error of glasses** will be the final and by no means can it be challenged by the vendor.

For the defective spectacles detected during rapid preliminary check while receiving the supply at the health facility, the activity will be as per the note under sl. No. 13 iv).

- iv. The presence of the Optician, from the vendors' end, will be preferred at all the vision screening sessions. But their presence will remain essential during the School Eye Screening sessions and during any special drive session. They will check the measurements, choice of frame etc. at the point of advice by the MT(Opto)/ Ophthalmologist and also for checking the fittings during distribution of the spectacles.

Note: (a)The indicative maximum sessions per day may be _____ approx (to be filled up by the concerned TIA in numbers) which might vary.

(b)The indicative number of Public/Govt. aided schools where there may be the Vision Screening as well as Spectacles distribution is _____ approx (to be filled up by the concerned TIA in numbers)which might vary.

10. Refractive error should preferably be determined for students up to the age of 18 years (between 6 to 18 years), only at the Eye OPD of the nearest Hospital / Vision Centre at the RH/BPHC in presence of the MT (Opto) for testing of the refraction under the use of cycloplegic drugs etc.
11. School students at the non-school sessions: Any school student attending the Vision Centre/eye OPD directly who wants to take the services of the free spectacles will need to produce a certification from the Headmaster / Headmistress. If students are brought from the schools in groups to the Vision Centre, they must have the certification from the Headmaster / Headmistress and they will need to be escorted by the some authorized staff from the school.

12. Delivery period: 12 days from the issue of the purchase order/work order from the authority (Saturday, Sunday, holiday inclusive if is not mentioned otherwise in exceptional situations).

13. Mechanism for the delivery of the spectacles :----

- i) All the types of the program-spectacles (prescribed from any session, based at the state health facilities/schools/other outreach sessions etc.) will be received at the specific/specified RH/ BPHC/ PHC/ DH/ SDH/ SGH/ SSH/ MCH/ U-PHC/ Municipality/ KMC areas/ other authorized hospitals/ health units/ Schools by the store-keeper/pharmacist/staff officially assigned by the local authority (in order of preference) in presence of the MT (Opto) attached to that health facility. In the MT (Opto)-vacant Health facilities, the delivery is to be done preferably on the day/s when the tagged-MT (Opto) will remain present. In extreme cases in the MT (Opto) vacant sites, the spectacles will be received by the Pharmacist/ Store Keeper of the facilities. However for Schools, the delivery will be made only on being instructed by the BMOH/Hospital Authority/HOD after approval by the MT(Opto).
- ii) The MT (Opto) /Office of BMOH / other health facilities will receive the supplies, through a preliminary rapid check (power, quality of frame/glasses etc.).
- iii) The BMOH/ Hospital authority/ HOD or his authorized person (MO/pharmacist/store-keeper/PHN/ANM/other nursing staff) will pick up one sample randomly from each category, at the time of the preliminary rapid check on the supplies, from the lot on which the quality check will be done by the district quality committee located at the office of the CMOH.
- iv) If any of the samples is found defective, at the time of this rapid check, the entire supply lot will be kept in hold till the samples gets checked by the District Quality committee; the process to be completed within next 12 days.

- v) Then after preliminary rapid check from the MT (Opto), the BMOH/ Hospital authority/ HOD will allow the vendor to deliver these checked spectacles to the schools.
- vi) At the schools, the Headmaster or his authorized school-teacher will officially receive the supplies of the preliminary-checked spectacles (by the MT Opto) (check the individual fitting etc.) from the vendor with a detailed list of students & the frame, glass details. The BMOH/ Hospital Authority/ HOD will allow the vendor to deliver these checked spectacles to the schools only after confirmation from the MT(Opto). The Headmaster or his authorized school-teacher will then sign the received voucher with mobile number and with official rubber seal. Two receipt copies of Challan may be handed over to the vendor to claim the reimbursement bill.
- vii) The delivery up to the end-user adult of the non-VC/OPD session and up to the school-child of the non-school sessions will be through the ASHAs/similar frontline workers only in the exceptional cases of delay of more than one month and of medically certified reason for unfitness.
- viii) MSVP/ Superintendent/ BMOH will keep record/line-list of beneficiaries (SES & Presbyopia) with detailed address, photo identity (with the spectacles on) if possible and phone No. (beneficiary/guardian/ Head teacher), power of glasses, details of the frame & glass, date of supply as per the State-prescribed formats (excel sheet format will be supplied on finalization of bid).

The selected agency for Districts/Health Districts will need to submit the invoice in favour of the TIA. The agency will submit the certified/verified, by the receiving units, documents with the relevant details in the prescribed formats (will be given on finalization of the bid) for claims for the payments.

14. The payments will be made monthly by the TIA as is mentioned in Sl. No. 5 above. When the fund is available, the payments will be cleared within a month from the receipt of the claims. The payment will be made only after successful verification by the concerned authority and being sure that all the documents are in order and all

the essential processes have been maintained.

15. After every check up / Camp facility MT (Opto) shall raise the indent through BMOH on daily basis and place to concern CMOH within 5 pm on same day. CMOH/appropriate authority shall place the supply order to the agency within 3 PM of next working day. Subsequently, a tab / click button will be kept on the upcoming CHOKHER ALO line list-based portal for placing the indent online. However, signed copy indent/ supply order to be placed via e-mail (registered) within the above mentioned timeline until the portal is ready. The TIA will be the ordering authority.

16. **Quality Assurance:** A strict and dynamic continuous quality check and monitoring mechanism will remain in place. Each district CMOH will set up a Quality monitoring committee, for the free spectacles, at the office of the CMOH which will have an Eye Surgeon (preferably from the District Hospital), Two of the senior-most MT (Opto)s (preferably one from the DH & one from the nearby blocks), District Program Manager- NPCB&VI on it. This committee will sit together twice every month at 15 days interval (preferably on the fixed day of the fixed alternate week), preferably on a fixed day/time under the supervision from the CMOH, after the routine Hospital OPD hours to check the quality for the spectacles supplied from the Block and also from the Secondary & Tertiary level health facilities within the concerned district. CMOH will also ensure that the ACMOH (preferably by weekly rotation from all the sub divisions), RBSK MO at District HQs, DPHNO will also remain present, from time to time, during the sittings of this committee. DEO-NPCB&VI will remain present in all these sittings to coordinate it on behalf of DPM. The RIO will have a quality check committee in the same line for the Kolkata-based Govt. Hospitals. The DPM-NPCBVI/DFWO-Kolkata and his representatives may be kept in this committee. The CMHO-KMC will have his own such committee. The DPM-NPCBVI/DFWO-Kolkata and his representatives and the representatives from RIO may be kept in this committee also.

17. The HOD/ Super / BMOH or their authorized person at the District-based MCH/ SSH/ DH/ SDH/ SGH/ Other hospitals, as the case may be, will pick up one adult spectacles and one student spectacles every month RANDOMLY from every delivery or from only once every month to send it to the district quality committee at the office of the CMOH for the quality check. The records for this specimen/sample will be kept well maintained and the beneficiary/guardian will be properly counselled that s/he would get it after the quality check latest within next 3 weeks. The specimen will reach the office of the CMOH through local arrangement. Kolkata-based MCHs/other hospitals will have this quality check mechanism at their institutional levels. The reports for this quality check will be sent to the State/district, as the case may be, along with the monthly performance reports. *That particular beneficiary , whose spectacles have been randomly picked up for quality check, would get a writ (in local language Plus in English under the office-letterhead; the photocopy of spectacles/frame chosen etc. details will remain attached with it) assurance from the BMOH/Facility in charge that s/he will get the quality check-passed spectacles within next 6 weeks. After the quality check it will be reached to the concerned beneficiary through the arrangement from the authority wherefrom the sample was taken for the check.*

18. Quality check/s :-----

(i) **Physical Monitoring:** The ASHA/ANM/other frontline workers will be desired to do it randomly during their routine house visits. Others from any tier too will also look into it during their community/facility visits. RBSK team too will do the checking of the supplies . They and the teachers will ensure the adherence to the constant use norm during their school visits.

(ii) **Telephonic monitoring:** The health personnel will make random telephone calls every week to the free-spectacles beneficiaries/their guardians at their respective areas to enquire about the *nature of the box/case, embossing/sticker on it, prescription-equivalent with it, receipt, constant use, improvement in vision, overall satisfaction with spectacles given etc.* as follows :---

- a) ANM/HS/Sr. PHN/PHN/MO-PHC/MO-RBSK at BPHC & RH/BMOH:--at least to 1 student beneficiary and 1 old person/presbyopia beneficiary;
- b) HOD-Ophthalmology, MCH/his authorized person other than MT (Opto) like PGT/HS/ Intern/other trainees/MO-RBSK at ULB/UPHC/HO-ULB:--- at least to 2 students and 2 old persons,
- c) Hospital Superintendent/DPHNO/DMCHO/Dy. CMOH-3/ACMOH:--- 1 children and 1 old persons.
- d) DPM-NPCB&VI:---at least to 4 students and 4 old persons of the districts.

DPM-NPCB&VI will arrange to share the area wise beneficiary (student as well as adult) list, from whom the randomly chosen ones will be called, with all concerned.

The information will remain documented in the dedicated registers arranged and will be maintained locally. This registers will be checked during monitoring visits. (excel sheet format for registers will be supplied to the District TIA). This report is to be sent to the State along with the monthly performance reports.

- e) **RIO/DPM-NPCB&VI-Kolkata:** The KMC and the Kolkata-based MCHs/ State Govt. hospitals too will need to have these two monitoring mechanisms in place, like that of the districts, apart from the physical monitoring during the on site visits by the frontline health workers :---
 - Monitoring by the **Spectacles Quality monitoring committee.**
 - **Telephonic monitoring** system from RIO/DPM-NPCBVI-Kolkata as is mentioned under 18 (ii).
- f) SPO at the State NPCB&VI cell : will make phone calls, from the list received from the DPMs, every month at least to 1 student and to 1 old person taken randomly from each of the districts/ HDs of the State. It will be documented also.

Section IV: Schedule of Requirements

1. Annual estimated volume of spectacles, in connection with the tender concerned, are as mentioned under Section -I at point no.-1.
2. MT (Opto) will give daily session-end manual / WA-based indent to BMOH/local authority through ASHA/frontline workers. The latter will send indent to CMOH/appropriate authority. Subsequently, a tab / click button will be kept on the upcoming CHOKHER ALO line list-based portal for placing the indent online.
3. TIA will place daily work-order to the vendor over mail / preferably through a similar tab / click button on the upcoming CHOKHER ALO line list-based portal. From this portal, the vendor too may get an alert/ detailed indent once the Spectacles-management module gets incorporated on to this portal.
4. On the same portal the tick mark may be given at the time of delivery so that the completion of the service-circle gets ensured / digitised.

TECHNICAL SPECIFICATIONS

I. Spectacles for the school children:-

- i. Qualities: Durable, Light weight, flexible, maintain the original shape, pleasing colours, Non allergic, resistant to corrosion from sweat, not too big or too small, freedom of movement should not be restricted by the frame, should not be higher than the eyebrows or wider than the face. Should be large enough to ensure a good visual field.
- ii. Fittings : Glass and frames are fitted by fully automatic machine to get correct optic centre to avoid prism effect. Should be entered precisely. It should sit properly on the nose and behind the ears.
- iii. Frame material = Cellulose acetate full length frame (Temple thickness 2.5 mm) with stainless-steel spring hinges.
- iv. Frame arm pipe: Made of German Silver with high purity.
- i. Nose pad: high purity silicone material to prevent skin allergies. However, the cell frame will have the self-built type nose pad.
- v. Size of the frame = usually 40, 42, 44, 46, 48 or any size need
- vi. Shape of frame = Rectangular, square or oval full rim type which should completely cover the eyes.
- vii. Nose bridge should have a contact surface as large as possible. If any gap exist between the bridge of frame and the bridge of the nose. Lower edge of the frames should not touch the cheek.
- viii. Colour= assorted pleasant colour frame suitable to age groups and as per choice of the beneficiary. The different combinations of different models and colours will be made available. Black, Brown, Gold, Metallic, Violet and Copper (other color variants like red, blue, yellow, green may be added).
- ix. Frame should also contain the code number to identify the beneficiary.
- x. Glass material= Good quality CR-39(Hard core resilience) glass, scratch and bubble-free. Refractive Index 1.56.

- xi. Vision type=single vision or bifocal as per the need.
- xii. Power= as prescribed by the M.T. (optometry)/ophthalmologist.
- xiii. Cleaning cloth= good quality velvet
- xiv. Spectacles cord/rope=good quality
- xv. One colour instruction leaflet (both side print; glossy paper; in Bengali and in English/Hindi) on do's and donot's on day to day level eye care, instructions for proper usage of spectacles, messages on eye donation with contact details etc.
- xvi. Spectacles box= Indian weather & eco-friendly high quality plastic hard case with the logo ("CHOKHER ALO") and with the identification details of the beneficiary--name/age/gender/class/date/block name/mobile number of the guardian And the inside sticker for the prescription with IPD and with other (with date) key information especially on eye health care/eye donation/care of the spectacles etc. (in Bengali and in English/Hindi).

High index glasses in case of more than 4D power of the student, the IPD should be strictly maintained.

II. Spectacles for the Presbyopic and elderly patients/beneficiaries:-

- ii. Qualities: Durable, Light weight, flexible, maintain the original shape, pleasing colours, Non allergic, resistant to corrosion from sweat, not too big or too small, freedom of movement should not be restricted by the frame, should not be higher than the eyebrows or wider than the face. Should be large enough to ensure a good visual field.
- iii. Fittings : Glass and frames are fitted by fully automatic machine to get correct optic centre to avoid prism effect. Should be entered precisely. It should sit properly on the nose and behind the ears.
- iv. Frame material = Cellulose acetate full length frame (Temple thickness 2.5 mm) with stainless-steel spring hinges.
- v. Frame arm pipe: Made of German Silver with high purity.
- vi. Nose pad: high purity silicone material to prevent skin allergies. However, the cell frame will have the self-built type nose pad.

- vii. Size of the frame = usually 47,48, 49,50, 51,52, 54 or any size need
- viii. Shape of frame = Rectangular, square or oval full rim type which should completely cover the eyes.
- ix. Nose bridge should have a contact surface as large as possible . If any gap exist between the bridge of frame and the bridge of the nose.Lower edge of the frames should not touch the check.
- x. Colour= assorted pleasant colour frame suitable to age groups and as per choice of the beneficiary. The different combinations of different models and colours will be made available. Black, Brown, Metallic, Violet and Copper (other colour variants like red, blue, yellow, green may be added).
- xi. Frame should also contain the code number to identify the beneficiary.
- xii. Glass material= Good quality CR-39 (Hard core resilience) glass, scratch and bubble-free. Refractive Index 1.56.
- xiii. Vision type=single vision or bifocal as per the need.
- xiv. Power= as prescribed by the MT Opto./Ophthalmologist.
- xv. Cleaning cloth= good quality velvet
- xvi. Spectacles cord/rope=good quality
- xvii. One colour instruction leaflet (both side print; glossy paper; in Bengali and in English/Hindi) on do's and donot's on day to day level eye care, instructions for proper usage of spectacles, messages on eye donation with contact details etc.
- xviii. Spectacles box= Indian weather & eco-friendly high quality plastic hard case with the logo (“ CHOKHER ALO ”) and with the identification details of the beneficiary---name/age/gender/date/block name/mobile number And the inside sticker for the prescription with IPD and with other (with date) key information especially on eye health care/eye donation/care of the spectacles etc. (in Bengali and in English/Hindi).The beneficiary details would enhance beneficiary ownership and also the tracking during field visit by frontline Health Workers/RBSK team/others.

Logo: The spectacles box will have embossed “CHOKHER ALO” logo. (Design of the logo will be provided).

“NOT FOR SALE” will remain embossed prominently on the case on any side.

No logo/name of vendor will be on the cover or on sticker or on the carry bag or anywhere with the individual supplies to the beneficiaries.

Each beneficiary will get a writ document, in the prescription-equivalent mode, mentioning the power of the glasses s/he has been supplied with. Additionally, the glass power/IPD/frame size etc. key points will be writ on a sticker pasted inside the cover-box.

Section V. Bidding Forms

Form 1: Check-List

[Please fill in and include with your Bid]

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

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

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

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

Sl. No.	Category Name	Sub - Category Name	Document Name
1	CERTIFICATES	CERTIFICATES	PAN Card
2	COMPANY DETAILS	COMPANY DETAILS 1	a) License from Government/ Statutory Authority as applicable. b) Registration with the Registrar Of Companies or Partnership deed, as applicable.
		COMPANY DETAILS 2	Document evidencing experience of manufacturer in manufacturing quoted product of spectacles / spectacles parts(glass, frame) for at least preceding five years' (ending with December 2022)
		CREDENTIAL 1	Documentary Proof of having registered local office in the district/ health district.
		CREDENTIAL 2	Proof of supplying atleast 20,000 quantity of spectacles to any Govt. Organization/ Corporate Hospital/ PSU Hospital/ Project Mode in India in single contract within last 5 (five) year(ending with December 2022) for applying in single district.Document should be supported with:

			<p>1. Work order / supply order copy AND</p> <p>2. Proof of satisfactory delivery duly signed by the hospital / healthcare facility / laboratory) against the work order OR</p> <p>Proof of payment certificate against satisfactory delivery of the quantity during the last 5 years(ending with December 2022)</p>
		CREDENTIAL 3	Legal documents in respect of formation of JV/ Consortium as per Annexure 1 to be submitted.
4	DECLARATION	DECLARATION1	Notarized Declaration regarding application and working in maximum 2 districts
		DECLARATION2	Notarized declaration regarding having/hiring at least one distributor/ sub-distributor per district for distributing the spectacles within the timeline. In case of Consortium Notarized declaration by the lead partner regarding having / hiring distributor/ sub-distributor per district for distributing the spectacles within the timeline
		DECLARATION3	Tender Form as per Form 2
5	EQUIPMENT	MACHINERIES 1	Manufacturer's Authorization (If applicable) as per Form 4 of Section V
		MACHINERIES 2	15 – digit Goods and Services Taxpayer Identification Number (GSTIN) (GST Registration)
		MACHINERIES 3	Income Tax returns for last 3(three) Financial years (2020-21, 2021-22, 2022-23)
6	FINANCIAL INFO	P/L & BALANCE SHEET 2020-21	P/L & Balance sheet (2020-21)
		P/L & BALANCE SHEET 2021-22	P/L & Balance sheet (2021-22)
		P/L & BALANCE SHEET 2022-23	P/L & Balance sheet (2022-23)

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FORM 2

A. Tender Form

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

Date:

.....

BidReferenceNo.: _____

Name of Contract: Supply of Spectacles.

To
(District TIA / Director-RIO/
CMHO-Kolkata Details)
(to be filled up by the concerned
TIA)

Sir,

I/We, the undersigned hereby accept all the terms and conditions of the Bid Reference No.: and its Amendments and Addendum thereto are read and accepted without any modification or condition(s). We now offer to spectacles for..... district in conformity with your above referred document. We also

1. certify that:

- a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
- b) We have quoted for 1 (one) spectacles with box of each type.
- c) We offer to supply goods in conformity with Bidding Documents.
- d) The offered products are in accordance with the required specifications and technical requirements

- e) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 270 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents. However, the prices quoted by us and accepted by TIA shall hold good and remain valid for a period of 2 years (another 1 year if extended by TIA) from the date of signing of the contract and no additional claims will be made on account of any price variation or fluctuation in market rates. The rate quoted shall remain binding upon us and may be accepted at any time before the expiration of 2 years (another 1 year if extended by TIA).
- f) If our bid is accepted, we will submit a performance security within 14 (fourteen) working days of issuance of Award of Contract (AOC) in the prescribed format as given in the bid document.
- g) Our company has been incorporated in accordance with the laws of India and governed by them. The date of Incorporation of our Company is as per the certificate of incorporation issued by Registrar of Companies and it is in operation since then.
- h) Our Company have supplied _____ qty of the offered product spectacles in single contract in last 5 year (ending with December 20__).
- i) Our company has registered Head office/ local office at (Address with Pin).
- j) We are not currently blacklisted by any Government agency in India.
- k) There is no adverse report against the product offered by us in any Gov institution.
- l) We will permit TIA or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the TIA.
- m) All the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, penalties shall be imposed in terms of the bid document.

2. understand that:

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

Enclose:

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

Name.....
.....

In the capacity of:.....

Signed
.....

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

Date.....

Form 3: Technical Specification Form
(Comparative Data Table)

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

District/ Health District:

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

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

YES NO

ANY DEVIATIONS MUST BE LISTED BELOW:

Form 4: MANUFACTURER'S AUTHORIZATION FORM

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

Date:
NIT No.:

To
(TIA / Director -RIO / CMHO-Kolkata Details)
(to be filled up by the concerned TIA)

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of product manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Tenderer]* to submit a bid the purpose of which is to provide the following product, manufactured by us *[insert name, make, model or brief description of the product]* and to subsequently negotiate and sign the Contract. *[Kindly note for different manufacturer of spectacles parts i.e glass, frame etc, separate authorization form to be submitted in respect of the parts]*

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

Authorised Signatory of the Manufacturer

Name _____

Designation with stamp

Date _____

Form 5 : Performance Statement Form

(For the period of last five years i.e ending with December 20__)

Bid no: _____

Date of Bid Opening : _____

Name of the Firm _____

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

Signature and seal of the Tenderer

Form 6: Statement of Breakup of Duties and Taxes

Sl. No.	Particulars	Percentage	Price (In INR)
1	Includes value of frame with glasses, assemble charges, freight charges, packaging charges, charges of box with printed logo, screening charges (in case of School Eye Screening sessions and during any special drive session), charges in respect to manpower as required during the period of contract and any other charges as applicable excluding GST		
2	GST		
Gross Price			

Form 7: Turnover Certificate

(To be furnished on the letterhead of certified CA)

I certify that Average Annual Turnover of (insert the name of the company) in India during the last 3 Financial Years 20__ - __, 20__ - __ & 20__ - __ is Rs. as per the Audited Accounts of the Organization.

Signature and seal of Chartered
Accountant (with UDIN No. &
Membership No.)

Form 8: Consignee Receipt Certificate (CRC)

(To be issued by consignee's authorized representative)

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

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

Form 9:
DECLARATION OF QUALITY CERTIFICATION OF PRODUCT

(To Be Notarised)

AFFIDAVIT

I am the authorised signatory of -----, (name of Company) and in the context of supply of the ----- (Name of the offered items with make and model) which is an (name of class) solemnly affirm and declare as follows:

1. That the spectacles is in conformity with the requirements of the medical devices directive ,which apply to it.
2. That the above mentioned glass _____(Make & Model of the glass) of the spectacles is CE (European Conformity) approved.
3. That the vendor company and /or supplier on whose behalf I am the authorised signatory admit the responsibility on the subject relating to the standard, quality and safety of the spectacles. ..
4. That the original copy/ photo copy of the CE certification of the offered model of glass is enclosed and / or shall be subject to inspection on demand.
5. That the statements made in the above paragraphs are true to my knowledge and belief.

DEPONENT

Form 10

Declaration

(To be affirmed on stamp paper of appropriate value before Notary/ Magistrate)

AFFIDAVIT

We, M/sparticipated in the tender no.....for "Selection of Agency for distribution of free spectacles to beneficiaries under SES and Presbyopia under NPCB&V Programme" hereby declare that our Company doesn't have past history of blacklisting by any Government Department / Government Agency in India.

Authorised Signatory of Tenderer _____

Name _____

Designation with stamp _____

Date _____

Section VI. Contract Forms

Form 11 : Performance Security

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

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

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

Beneficiary: [insert legal name and address of TIA]

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount (s¹) in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

- ¹ The Bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency (ies) of the Contract or a freely convertible currency acceptable to TIA.
- ² Dates established in accordance with General Conditions of Contract ("GCG"). TIA should note that in the event of an extension of the time to perform the Contract, TIA would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, TIA might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to TIA's's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

ANNEXURE 1

[Format of Consortium Agreement to be entered amongst all Members of a bidding Consortium]

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country.]

FORM OF CONSORTIUM AGREEMENT BETWEEN

M/s. M/s.
..... AND M/s.

..... for bidding for National Health Mission- GOWB
Tender for "....." (Bid
Reference No. TIA-GOWB.....)
(hereinafter referred to as the "Tender").

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this [date] day of [month], .[year] between:

- 1. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "Party 1," which expression shall include its successors, executors and permitted assigns);
- 2. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called the "Party 2," which expression shall include its successors, executors and permitted assigns);

3. M/s., a company incorporated under the laws of
and
having its Registered Office at....., (hereinafter called the
"Party 3,"
which expression shall include its successors, executors and permitted
assigns);

for the purpose of submitting the Bid in response to the Tender and in the event
of selection as Selected Bidder to comply with the requirements as specified in
the Tender and ensure execution of the Tender's Scope of Work as may be
required to be entered into with TIA-GOWB.

Party 1, Party 2 and Party 3 are hereinafter collectively referred to as the
"Parties" and individually as a "Party".

WHEREAS the Tender stipulates that the Bidders qualifying on the strength of
a Bidding Consortium shall submit a legally enforceable Consortium Agreement
in a format specified in the Tender, whereby each Consortium Member
undertakes to be liable for its Roles and Responsibilities, provide necessary
guarantees and pay required fees as required as per the provisions of the Tender,
as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning
ascribed to such term in the Tender document.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the Parties in this
Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Bidding
Consortium by TIA-GOWB, we the Members of the Consortium and
Parties to the Consortium Agreement do hereby unequivocally agree that
M/s..... [Insert name of the
Lead
Member], shall act as the Lead Member for self and agent for and
on behalf of M/s.

..... and M/s. [the names of all the other

Members of the Consortium to be filled in here].

2. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the Annexure to this Agreement.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Roles and Responsibilities. Each Consortium Member further undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the Tender.
4. In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Members, the Lead Members of the Consortium shall be liable to meet the obligations under the Tender.
5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
6. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Calcutta alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
7. It is hereby agreed that the Lead Consortium Member shall furnish the Bid Security, as stipulated in the Tender, on behalf of the Bidding Consortium.
8. It is hereby agreed that in case of selection of Bidding Consortium as the Project Implementing Consortium, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance

Guarantee and other commitments to TIA-GOWB as stipulated in the Tender. The Lead Member shall be responsible for ensuring the submission of the Performance Guarantee and other commitments on behalf of all the Consortium Members.

9. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Project Implementing Consortium, shall remain valid over the term of the Project, unless expressly agreed to the contrary by TIA-GOWB.
10. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the Tender for the purposes of the Bid.
11. It is expressly understood and agreed between the Members of the Consortium and Parties that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the Tender.
12. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate or subcontract its rights, duties or obligations under this Agreement except with prior written consent of TIA-GOWB.
13. This Consortium Agreement:
 - a. has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
 - b. sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
 - c. may not be amended or modified except in writing signed by each of the Parties and with prior written consent of TIA-GOWB.

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through TIA-GOWB, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

1 For M/s..... (Party 1)

[Signature of Authorized Representative]

.....
..... *[Name of Authorized Representative]*
[Designation of Authorized Representative]

Witness 1:

Witness 2:

[Signature of Witness 1]

[Signature of Witness 1]

.....
.....

Name:
Designation:

Name:
Designation:

2 For M/s..... (Party 2)

[Signature of Authorized Representative]

.....
.....
[Name of Authorized Representative] [Designation of Authorized Representative]

Witness 1:

[Signature of Witness 1]

.....
.....
Name:
Designation:

Witness 2:

[Signature of Witness 1]

.....
.....
Name:
Designation:

Attested:

[Signature]

.....
.....

(Notary
Public)

Place:

Date: _____

