

Government of West Bengal
Department of Health & Family Welfare
Office of the Principal
Calcutta National Medical College
Central Library
32, Gorachand Road, Kolkata- 700014

NOTICE FOR INVITING e-TENDER FOR PROCUREMENT OF MEDICAL JOURNALS FOR THE CENTRAL LIBRARY,
CNMC, KOLKATA
BY THE PRINCIPAL, CNMC, KOLKATA
(Through Pre-qualification)
(Submission of Bid through NIC e-tender portal)

NIT No: CNMC/3686/P

Date: 03.01.2023

The Principal having his office at Calcutta National Medical College, 32, Gorachand Road, Kolkata- 700014 is inviting e-tender on behalf of the Department of Health & Family Welfare, Government of West Bengal for Preparing of Rate Schedule of MEDICAL JOURNALS for the years 2023 from the Publishers /Direct Importers/ Authorized Distributor/Reputed Suppliers for supply the same to the Central Library, CNMC, Kolkata. Necessary earnest money to be submitted for participation in the e-Tender for Procurement Medical Journals through GRIPS Portal is Rs. 20,000.00 (Rupees Twenty Thousand only). Scan copy of the same to be uploaded along with technical bid.

General Instructions:

In the event of e-filing, intending bidder company may download the tender documents free of cost from the website: <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate. The tender documents may also be downloaded from the Health & Family Welfare Department's website www.wbhealth.gov.in : Tender URL for perusal & necessary earnest money may be remitted to through GRIPS Portal amounting Rs. 20,000.00 (Rupees Twenty Thousand only) and is also to be documented through e-filing.

For details of the e-tender please visit- www.wbtenders.gov.in and the office of the undersigned.

For any corrigendum/addendum/ amendment regarding this e-tender, all bidders are requested to visit www.wbhealth.gov.in time to time.

Invites bids from competent and experienced contractors for providing supply of **Original Medical Journals** for the Central Library, CNMC, Kolkata, the year of contract period shall commence from the date of notification of award of contract to the selected bidder in this e-tender and will be valid till 2023 or until further order, whichever is earlier.

Date and Time Schedule of e-tender:

Sl. No.	Items	Publishing date(s)
1.	Date of uploading of N.I.T. Documents (online) from this end.	06.01.2023 at 5.00 PM
2.	Documents download/sell start date (Online)	06.01.2023 at 5.00 PM
3.	Date of Pre Bid Meeting with the intending bidders at the office chamber of the Principal, Calcutta National Medical College , 32 Gorachand Road, Kolkata – 700 014	09.01.2023 at 3.00 PM
4.	Date of hoisting of documents at Departmental Website (www.wbhealth.gov.in)	06.01.2023
5.	Bid Submission starting (On line)	10.01.2023 at 2.00 PM
6.	Bid Submission closing (On line)	08.02.2023 at 2.00 PM
7.	Last Date of submission of original copies	08.02.2023 at 2.00 PM

8.	<i>Bid opening (Bid A) & Technical Evaluation</i>	<i>10.02.2023 at 3.00 PM</i>
9.	<i>Date of uploading list for Technically Qualified Bidder (online) (Bid A)</i>	<i>Will be notified later</i>
10.	<i>Date of Demonstration of Instrument</i>	<i>Will be notified later</i>
11.	<i>Date of uploading list of Technically Qualified Bidder after demonstration</i>	<i>Will be notified later</i>
12.	<i>Date for opening of Financial Proposal (Bid B) (Online)</i>	<i>Will be notified later</i>
13.	<i>Date of uploading of list of bidders along with the approved rate</i>	<i>Will be notified later</i>

In the event of any of the above-mentioned dates being declared as a holiday for the e-tender inviting authority, that date shall be shifted to the next working day at the scheduled time.

The bid submitted should be addressed to the tender inviting authority, i.e. - to the PRINCIPAL, CNMC, Kolkata.

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

*Principal
CNMC, Kolkata*

NIT No.- CNMC/ /

Date:

Copy forwarded for information to -

- 1. The DME, Deptt. of Health & Family Welfare, Govt. of West Bengal, Salt Lake City, Kolkata-700091.*
- 2. The DHS, Deptt. of Health & Family Welfare, Govt. of West Bengal, Salt lake City, Kolkata-700091.*
- 3. The MSVP, CNMC & H, Kolkata*
- 4. The Dy. Secretary & Nodal Officer, Department of Health & FW, Govt. of West Bengal, Salt Lake City, Sector- V, Kolkata-700091.*
- 5. The Accounts Officer, CNMC, Kolkata.*
- 6. The Accounts Officer, CNMC & H, Kolkata.*
- 7. The Librarian, CNMC, Kolkata.*
- 8. The Head Clerk, CNMC, Kolkata.*
- 9. The IT cell, Swasthya Bhawan for publication in the website of Dept. of Health & FW, Govt. of WB*
- 10. The Federation of Publishers' & Book Sellers ' Association in India , 84, 2nd Floor Daryaganj, New Delhi, Pin- 110002*
- 11. Office Notice Board, CNMC, Kolkata- 700014.*

*Principal
CNMC, Kolkata*

Terms & Conditions of E-Tender -

- *The tender must have minimum of 5 years supply record to leading academic, education/research and ICAR institutes/SAU, Central universities/other UGC recognized universities, Health Universities and Medical Colleges.*
- *Rate and discount should be quoted only for the printed price or catalogue price of the journals.*
- *Rate must be quoted per copy in **INR (Rupees)** only for the **latest edition of each journal**.*
- *The bidders should quote **the latest edition and original copy** of journals.*
- *Rates of all journals should be quoted inclusive of all taxes, incidental charges and free delivery to the **Central Library, CNMC, Kolkata, Pin - 700014, West Bengal** stating all the particulars of the journals and name of the author, publishers, etc. No transport/ supply cost will be borne by the institution on any account or under any circumstances.*
- *Orders for the estimated requirements will be placed to the successful tenderers and supplies thereof will have to be made within the date as specified in the order(s), otherwise the order will be cancelled. If any further journals are required in this period then only quotation will be invited from the tenderers.*
- *Rates must hold good throughout the financial years or for such extended time as the Principal, CNMC, Kolkata may direct. Only due to change in printed price of any journal form the publishers or change in edition of the journals the price of the journals may be increased /decreased subject to submission of proper proofs price from the publishers. After verification of documents, a corrigendum order may be issued in this regard. However the **rate of discount must be constant** and other terms and conditions will remain the same as quoted the bidder (L-1) in case of future extension.*
- *Persons/firms, who have adverse reports from the Police or any other Government authority and who are blacklisted/debarred from making business with any State/Central Government house in their own names shall not be approved, even if they set up new firm/company subsequently under different names to avoid the existing bar on their original firms. Undertaking in this regard will be necessary, otherwise the Bid will be stand cancelled.*
- *The payment will be made after proper supply of journals and on availability of funds from the Department of Health & FW. No advance payment will be done from this end.*
- *Any duplicate copy, paperback, back edition or damage copy of journals will not be accepted.*
- *The company should have sufficient turnover per year.*
- *Deliveries of Medical Journals must be by hand or by the special messenger/company's representatives to avoid any dispute regarding delivery.*
- *The company's executive should visit to our institute to verify and reconcile supply status.*
- *Order may be placed for multiple copies or single copy of each title. It is not necessary to order all the journals in the enclosed list and partial order may also be done.*
- *The bidder must have the ability to **participate at least 70% out of total title list of the journals**, otherwise the bid will be treated technically cancelled. A declaration in this regard (70% participation) must be submitted.*
- *If the bidder will fail to supply in due time of the ordered journals, the order will be considered as cancelled, the agency will be blacklisted, the security deposit will be forfeited, and the next lowest bidder may be asked to supply the same/ quotation may be invited.*
- *It is essential to mention name of the edition, year, and hard binding copy/soft binding copy, rate of the journal, discount of the journals, and final price in INR after discount inclusive of all kind of tax in the signed NIT form.*

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

Login by bidder:

- a) A bidder desirous of taking part in a tender invited by a State Government Office/PSU/ Local Body /Autonomous Body/PRIsetc. shall login to the e-Procurement portal of the Government of West Bengal <https://wbtenders.gov.in> using his login ID and password.
- b) The bidder will select the tender to bid and initiate payment of pre-defined EMD/Tender Fees for that tender by selecting from either of the following payments procedures:

Payment procedure: Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway;

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

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

Refund/ Settlement Process -

- i. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-payment portal of the State Government, the tender inviting committee will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of unsuccessful bidders.
- ii. On receipt of the information from the e-procurement portal, the bank will refund, through an automated process, the EMD of the disqualified bidders at the technical evaluation to the respective bidders' bank account from which they made payment transaction. Such refund will take place within T+7 Bank working days where 'T' will mean the date on which notice of rejection of bid is uploaded to the e-procurement portal by the tender inviting authority.
- iii. Once the financial bid evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than that of L-1 and L-2 bidders will be refunded, through an automated process, to the respective bidder's bank account from which they made the payment transaction. Such refund will take place within T+7 bank working days where 'T' will mean the date on which information on rejection of bid is uploaded to the e-procurement portal by the tender inviting authority. However, L-2 bidder should not be rejected till the LOI process is successful.
- iv. If the L-1 bidder accept the LOI and the same is processed electronically in the e-procurement portal, EMD of the L-2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 bank working days where 'T' will mean the date on which information on Award of contract (AOC) to the L-1 bidder is uploaded to the e-procurement portal the tender inviting authority. As soon as the L-1 bidder is awarded the contract (AOC), and the same is processed electronically in the e-procurement portal –

- a) EMD of the L-1 Bidder of the tenders of the State Government Offices will automatically get transferred from the Pooling account to the State Government Deposit Head '8443-00-103-001-07' through GRIPS along with the bank particulars of the L-1 bidder.
- b) EMD of the L-1 bidder for the tenders of the State/PSU/Autonomous Bodies/ Local Bodies/ PRIs etc. will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L1 bidder.

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

- v. The bank will share the details of GRN No. generated on successful entry in GRIPS with the e- procurement portal for up gradation.
- vi. Once the EMD of L-1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account of the Government Revenue Receipt Head "0070-60-800-013-27" through GRIPS for Government Tenders and to the respective linked bank accounts for State/PSU/Autonomous Body/Local Body/Is etc.
- vii. All refunds will be made mandatory to the bank account from which the payment of EMD and tender fees (if any) were initiated.

Performance Security -

1. Within 15 (fifteen) days from the date of issue of notification of award by the purchaser, the contractor shall furnish **performance security** to the institution for an amount equal to 5% of total value of Medical Books approved to that particular bidder. The performance security shall be retained up to 6 (six) months after the date of completion of all contractual obligations by the contractor.
2. The **performance security** shall be deposited in Indian Rupees to the state government through TR Challan under budgetary head of account 8443-00-103-Earnest Money-01-07-Deposits. No other forms of deposit can /will be entertained by the college authority.
3. In the event of any failure /default of the contractor with or without any quantifiable loss to the health facility/ purchaser/ government, the amount of the performance security is liable to be forfeited by the Health Facility/ Purchaser/ Administrative Department.
4. In the event of any amendment issued to the contract, the contractor shall, within 21 (twenty one) days of issue of the amendment, furnish the corresponding amendment to the performance security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
5. The College will release the performance security without any interest to the contractor on completion of the contractor's all contractual obligations.

Resolution of disputes -

1. If dispute or difference of any kind shall arise between the Purchaser and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
2. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser and Contractor relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Department of Health and Family Welfare, Government of West Bengal, appointed to be the arbitrator by the Principal Secretary to that Department. The award of the arbitrator shall be final and binding on the parties to the contract.

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

Applicable Law and Legal Suits

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

General/Miscellaneous Clauses

1. *Nothing contained in this Contract shall be construed as establishing or creating between the Supplier and the Purchaser.*
2. *Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.*
3. *The Supplier shall notify the Purchaser of any material change that would impact on performance of its obligations under this Contract.*
4. *Each member/constituent of the Contractor, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser for performance of contract/services including that of its Associates/Sub Contractors under the Contract.*
5. *The Supplier shall, at all times, indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Supplier/its associate/affiliate etc.*
6. *All claims regarding indemnity shall survive the termination or expiry of the contract.*

Governing language -

1. *The contract shall be written only in English language. All correspondence and other documents, pertaining to the contract, shall also be written accordingly in that language only.*
2. *Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the e-tender document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this document may result in rejection of its bid.*
3. *Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/ consignee. The procurement will be in terms of procurement rules of the Government of West Bengal.*

Corrupt or Fraudulent Practices –

It is required by all concerned, namely the Consignee/Bidders/Contractors/others to observe the highest standard of ethics during the procurement and execution of such contracts.

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

- (i) *“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement processor in contract execution; and*
- (ii) *“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;*

(b) In pursuance of this policy, the Purchaser -

- i. *Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;*
- ii. *Will declare a firm ineligible/ blacklisted, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser, if it at anytime determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract. Before declaring a firm ineligible a show cause notice to be issued followed by reasoned hearing.*

Clarification on e-Tender Document

1. *A bidder requiring any clarification or elucidation on any issue of the e-tender documents may take up the same with the purchaser in the pre-bid meeting.*
2. *The bidder may also take up the same in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than 14 days prior to the prescribed date of submission of bid.*

Alternative Bids -

1. *Alternative Bids are not permitted.*

Bid Validity -

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

Preparation of Bid Documents -

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

Preparation of Bids for e-Tender-

Registration of Bidder: A bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-Procurement System, by logging on to website <https://wbtenders.gov.in>. The bidder is to click on the link for e-tendering site as given on the web portal.

Digital Signature Certificate (DSC) :

1. Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of bids from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Website <https://wbtenders.gov.in>. DSC is issued as a USB e-Token.
2. The bidder can search and download Notice Inviting Tender (NIT) and tender document electronically from computer once he logs on to the website <https://wbtenders.gov.in> using the Digital Signature Certificate.

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

Technical Proposal: containing Statutory Cover and Non-statutory cover

Financial Proposal: containing Bill of Quantity

Technical Proposal: Statutory Cover

1. Statutory Cover shall contain the following documents:

A) Tender Documents:

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

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

Technical Proposal: Non-Statutory Cover

1. Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder.
2. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents using: (a) multiple scan (b) black and white scan (c) scan resolution should be within 250.
3. Non Statutory Cover will contain following documents:

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	PAN CARD Professional Tax Registration GST Registration along with copy of last return filed, if applicable

B.	Company Detail(s)	Company Detail	Certificate of Incorporation/ Partnership Deed Updated Trade License Power of Attorney in favour of signatory of bid
C.	Credential	Credential – 1 Credential – 2	Performance Statement
D.	Documents	Documents	i. Audited Balance Sheet & Profit & Loss A/c of last 3 years ii. Name, address of banker, account number iii. Bank Solvency Certificate on any date after publishing of this e-tender iv. Address proof for registered and/or branch office of bidder. v. Bidder's Undertaking

Bidder's undertaking:

1. The bidder shall provide an undertaking that the Proprietor/Promoter/Director of the firm, its employee, partner or representative are not convicted by a court of law for offence involving moral turpitude in relation to business dealings such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of taxes etc. The firm does not employ a government servant, who has been dismissed or removed on account of corruption. The firm has not been de-barred, blacklisted by any government ministry/ department/ local government/ PSU etc. in the last three years from scheduled date of opening of this e-tender.
2. Bid sent by mail/ paper/ Fax/ Telex/ Cable/ E mail or any other means shall not be considered.
3. The financial proposal (cover) or prices quoted should be uploaded online through the Bill of Quantity (BOQ). The bidder shall quote the price online in the space marked for quoting prices in the BOQ. Only downloaded copies of the BOQ are to be uploaded, virus scanned and digitally signed by the bidder.

Opening of Tender-

1. The purchaser will open the bids after the specified date and time as indicated in the NIT.
2. Authorized representatives of the bidders may attend during the tender opening.
3. This e-tender shall be evaluated as follows. **The EMD of goods/ services to be supplied shall be evaluated first.** Then the online technical bids of EMD-qualified bidders shall be opened and evaluated with reference to parameters prescribed in the e-tender document. After this, the online price bids of only the technically qualified bidders shall be opened for further evaluation.

Opening of Technical Proposals:

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

SCRUTINY AND EVALUATION OF BIDS:

Basic Principle

- 1. Bids will be evaluated on the basis of the terms and conditions already incorporated in the e-tender document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought during scrutinizing and evaluating the bids.*
- 2. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the bids are generally in order. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.*
- 3. Prior to the detailed evaluation of price bids, the Purchaser will determine the substantial responsiveness of each bid to the e-tender document. For purpose of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the e-tender document without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security, Terms and Mode of Payment; Variation, Delay in the Contractor's Performance, Liquidated Damages, Termination of Contract, Force Majeure, Resolution of Disputes, Applicable law etc. will be deemed to be material deviations. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.*
- 4. If a Bid is not substantially responsive, it will be rejected by the Purchaser.*
- 5. Decrypted (transformed into readable format) documents of the non-statutory cover will be downloaded and handed over to the Tender Evaluation Committee. The Committee will evaluate technical proposals as per terms laid down in this e-tender document.*
- 6. During evaluation the Committee may summon bidders and seek clarification /information or additional documents or original hard copies of documents submitted online. If these are not produced within specified time, the bid proposals will be liable for rejection.*
- 7. The result of evaluation of technical bids, along with information regarding further steps in evaluation of the tender shall be uploaded online on e-tender website.*

Comparison of Bids: *The comparison of the responsive bids shall be carried out on Delivery Duty Paid (DDP) consignee site basis.*

Bidder's Capability to Perform the Contract:

- 1. The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid is eligible, qualified and capable in all respects to perform the contract satisfactorily.*
- 2. The above-mentioned determination will inter alia, take into account the bidder's financial, technical and production/ service capabilities for satisfying all the requirements of the purchaser as incorporated in the e-tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser, including inspection of warehouse/ registered or branch office/ site visit of any current project(s) etc. of the bidder at cost and arrangement of bidder by authorized representative(s) of purchaser.*

3. AWARD OF CONTRACT:

Purchaser's Right to accept any bid and to reject any or all bids: *The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the tendering process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).*

Award Criteria : Subject to GIB clause 24 above, the contract will be awarded to the lowest evaluated responsive bidder per health facility. The list of successful bidder(s) shall be uploaded online. Variation of Quantities at the Time of Award, During Currency of Contract

1. The quantity of goods and/ or services mentioned in the relevant section(s) in tender to be procured may be staggered during currency of the contract.
2. The bidder reserves the right to extend the 3 (three) year contract by another 3 (three) years on same terms and conditions at the end of 3 (three) year contract period. Thereafter, the contract may be extended on same terms and conditions for further periods on mutual agreement between purchaser and contractor.

Notification of Award:

1. Before expiry of the tender validity period, the purchaser will notify the list of successful bidder(s) per health facility online on websites, <https://wbtenders.gov.in> and www.wbhealth.gov.in. In addition, each successful bidder shall be notified in writing that its bid for goods and/ or services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods and/ or services and corresponding prices accepted. The successful bidder must furnish to the health facility the required performance security within 15 (fifteen) days from the date of issue of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5.
2. The Notification of Award shall constitute the conclusion of the Contract and the 3 (three) year contract period shall commence from this date of notification.
3. The successful Bidder shall also physically submit original documents/ duly attested photocopies of all documents uploaded by him online at the time of bidding.

Issue of Contract:

1. Within 7 (seven) days of notification of award, the successful bidder will sign the contract form as per Section-X with the health facility.
2. The Purchaser reserves the right to issue the Notification of Award consignee wise.

Non-receipt of Performance Security and Contract by the Purchaser/ Consignee: Failure of the successful bidder in providing performance security and/ or signing contract shall make the bidder liable for forfeiture of its EMD and also, for further actions by the bidder against: Termination for default.

SECTION VIII: TENDER APPLICATION FORM

To

The Tender Inviting Authority.....

.....

.....

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

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

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

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

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

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

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

We confirm that we do not stand deregistered/banned/blacklisted by any Government Authority etc. in last two years.

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

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

I declare that **I have participated at least 70% journals of the total list**, otherwise the bid will be treated cancelled technically.

(Signature with date)

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

SECTION X: CONTRACT FORM

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

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

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

2. Name and address of the contractor:

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

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

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

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

5. The brief particulars of the journals which shall be supplied/provided by the contractor should be submitted areas under:

Sl. No.	TITLE	PUBLISHER	Issue per year	Printed price of each copy INR (Annually)	% of Discount	Offered Unit Price including delivery cost
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5.2 Financial limit to this contract is Rs.....(contract price)

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

(Signature, seal, name and address of the bidder's authorized official)

Received and accepted this contract-

(Signature, seal, name and address of the Executive of the Agency
Duly authorized to sign on behalf of the contractor)

SECTION XII: CHECKLIST FOR BIDDERS

Sl. No.	Check List	Put <input checked="" type="checkbox"/> or <input type="checkbox"/>
1.	EMD or documents in support of EMD exemption	
2.	Tender Application Form	
3.	Notice Inviting Tender	
4.	PAN CARD	
5.	Professional Tax Registration	
6.	GST Registration (if applicable)	
7.	Certificate of Incorporation/ Partnership Deed	
8.	Trade License	
9.	Power of Attorney in favour of signatory of bid	
10.	Performance Statement with supporting documents	
11.	Audited Balance Sheet & Profit/ Loss A/c for last 3 years	
12.	Name, address of banker, with account number	
13.	Bank Solvency Certificate on any date after publishing of this e-tender	
14.	Address proof for registered and/or branch office of bidder	
15.	Bidder's undertaking as per General Instructions to Bidders,	
16.	Price Schedule/ Bill of Quantity (BOQ)	
17.	I.T. RETURN of the last three financial year.	
18.	Declaration of 70% participation	
19.	Book Sellers & Publishers Association Certificate.	
20.	Declaration of participation in 70% or more out of total title list	

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

List of Journals						
Sl. No.	TITLE	PUBLISHER	Issue per year	Printed price of each copy INR (Annually)	% of Discount	Offered Unit Price including delivery cost
1	Indian Journal of Pathology and Micribiology					
2	Indian Journal of Cytology					
3	Indian journal of Pathology and Oncology					
4	Acta Cytologica	Swiss Franc				
5	American Journal of Surgical Pathology					
6	Cytopathology Journal	Wiley				
7	Acta Hematologica	Swiss Franc				
8	British Journal of Hematology					
9	Indian Journal of Plastic Surgery					
10	Indian Journal of Burns					
11	British Journal of Plastic Surgery					

12	Journal of Plastic, Reconstructive and Anesthetic Surgery	Elsevier				
13	Indian Journal of Public Health					
14	Indian Journal of Community Medicine					
15	Journal of Family Medicine and Primary Care					
16	American Journal of Public Health					
17	Indian Journal of Ophthalmology					
18	Middle East African Journal of Ophthalmology	Medknow				
19	JAMA Ophthalmology	American Medical Association				
20	ACTA Ophthalmologica	Oxford				
21	Journal of Indian Academy of Forensic Medicine(JIAFM)					
22	Journal of Forensic Medicine and Toxicology					
23	Journal of Forensic Medicine Science and Law					
24	Journal of Forensic Science Medicine and Pathology					
25	American Journal of Forensic Science Medicine and Pathology					
26	Forensic Science International					
27	Indian Journal of Pharmacology					
28	Journal of Pharmacology and Pharmacotherapeutics					
29	International Journal of Basic & Clinical Pharmacology					
30	International Research Journal of Pharmacology					
31	European Journal of Pharmacology					
32	Biomedical and Pharmacology Journal					
33	British Journal of Pharmacology					
34	Journal of Immunotherapy and Cancer					
35	Drug Resistance Updates					
36	Trends in Pharmacological Sciences					
37	American Journal of Clinical and Experimental Urology					
38	British Journal of Urology					
39	Indian Journal of Urology					
40	Indian Journal of Cancer					
41	Indian Journal of Medical Research					

42	Journal of Bone and Joint Surgery(UK)					
43	Journal of Orthopaedic Trauma					
44	Journal of the American Academy of Orthopaedic Surgeon					
45	Clinical Orthopaedic and Related Research					
46	Arthroscopy- The Journal of Arthroscopic Related Surgery					
47	Indian Journal of Orthopaedics					
48	Journal of Spinal Surgery					
49	Indian Journal of Arthroplasty					
50	American Journal of Physiology Cell Physiology	American Physiology Society				
51	Indian Journal of Physiology & Pharmacology					
52	Indian Journal of Endocrinology & Metabolism					
53	Indian Journal of Medical Research					
54	International Journal of Peptide Research and Therapeutics	Springer				
55	Journal of Molecular Medicine	Springer				
56	Clinical Biochemistry	Elsevier				
57	Journal of Clinical and Molecular Endocrinology					
58	Indian Journal of Clinical Biochemistry					
59	Indian Journal of Biochemistry and Biophysics					
60	Indian Journal of Endocrinology and Metabolism					
61	Archives of Physical Medicine and Rehabilitation					
62	American Journal of Physical Medicine and Rehabilitation					
63	Physical Medicine and Rehabilitation Clinics of north America					
64	European Journal of Physical Medicine and Rehabilitation					
65	Annals of Physical and Rehabilitation					
66	Journal of Rehabilitation Medicine					
67	IJPMR					