



Government of West Bengal
Department of Health & Family Welfare

Office of the Principal

Bankura Sammilani Medical College

P.O:- Kenduadihi, Dist:- Bankura, Pin-722102.

e-mail:-bsmc_xsa@yahoo.com, Phone No.- 03242-251324/244754/250929(Fax)

NOTICE INVITING e-TENDER
FOR PROCUREMENT OF *MEDICAL JOURNALS FOR CENTRAL LIBRARY* FOR THE YEARS
2023-2024 BY THE PRINCIPAL, BSMC, BANKURA
(Through Pre-qualification)
(Submission of Bid through NIC e-tender portal)

NIT No.:- BSMC/2938

Dated, Bankura, the- 14/07/2023

The *Principal* having his office at Bankura Sammilani Medical College, Lokepur, Bankura-722102 is inviting for e-tender on behalf of the Health & Family Welfare Department, Government of West Bengal for Preparing of unit wise Rate Schedule of MEDICAL JOURNALS for the years 2023-2024 from the Publishers /Direct Importers/ Authorised Distributor for supply to the Central Library, BSMC, Bankura. Necessary earnest money to be submitted for participation in the e-Tender for Procurement Medical Journals through GRIPS Portal is Rs. 60,000.00 (Rupees Sixty thousand only). Scan copy of the same to be uploaded along with technical bid.


1. 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 notice 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. 60,000.00 (Rupees Sixty 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.

Corrigendum/addendum regarding e-tender requested to visit www.wbhealth.gov.in time to time.

Invites bids from competent and experienced bidder for providing & supply of Medical Journals for Central Library, BSMC, Bankura for period of 1 (one) year, may renewable with revised price at end of completed year after satisfactory service. The 1 (one) year contract period shall commence from the date of notification of award of contract to the selected bidder in this e-tender and will be valid until further order.


Principal
B.S. Medical College
Bankura

2. Date and Time Schedule of e- Tender:

<i>Sl no</i>	<i>Particulars</i>	<i>Date & Time</i>
1	<i>Date of publishing NIT.</i>	<i>19/07/2023 ; 11.00 am</i>
2	<i>Online documents download start date</i>	<i>20/07/2023; 11.00 am</i>
3	<i>Online documents download end date</i>	<i>14/08/08/2023; 5.00 pm</i>
4	<i>Online Bid submission start date</i>	<i>20/07/2023; 11.00 am</i>
5	<i>Pre-bid meeting to be held at office of Tender Inviting Authority</i>	<i>27/07/2023; 12.00 noon</i>
6	<i>Online Bid Submission closing date & time</i>	<i>14/08/2023 ; 5.00 pm</i>
7	<i>Online Bid opening date for Technical Proposals</i>	<i>17/08/2023; 11.00 am</i>
8	<i>Date of online uploading list for Technically Qualified Bidders</i>	<i>To be notified later on.</i>
9	<i>Date of online opening of Financial Proposal</i>	<i>To be notified later on.</i>

In the event of any of the above-mentioned dates being declared as a holiday for the e-tender inviting authority, the bids shall be opened on the next working day at the scheduled time. The bid submitted should be addressed to the tender inviting authority, i.e. to the PRINCIPAL, BSMC, BANKURA.

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
BANKURA SAMMILANI MEDICAL COLLEGE, BANKURA

Principal
B.S.Medical College
Bankura

Memo.No. BSMC/2938/1(18)

Date :- 14/07/2023

Copy forwarded for information to :-

1. The Sabhadhipati, Bankura Zilla Parishad, Bankura.
2. D.M.E. & EOS, Deptt. of Health & Family Welfare, Govt. of West Bengal, GN-29, Salt Lake City, Kolkata-700091.
3. D.H.S. & EOS, Deptt. of Health & Family Welfare, Govt. of West Bengal, GN-29, Salt lake city, Kolkata-700091.
4. The District Judge, Bankura.
5. The District Magistrate, Bankura.
6. The MSVP, BSMC&H, Bankura
7. The Dy. Secretary & Nodal Officer, Department of Health & FW. Govt. of West Bengal, Salt Lake City, Sector -V, Kolkata-700091.
8. The Superintendent of Police, Bankura.
9. The Dist. Information & Cultural Officer, Bankura.
10. The Chief Medical Officer of Health, Bankura.
11. The Chairman, Bankura Municipality.
12. The Accounts Officer, BSMC, Bankura.
13. The Accounts Officer, BSMC&H, Bankura.
14. The Head Clerk, BSMC, Bankura.
15. The IT cell, Swasthya Bhawan for publication in the website of Dept. of Health & FW, Govt. of W.B.
16. M/S Karrot Graphics, 71 ASP Mukherjee Road, Kol-26 for uploading the Quotation in the website (www.bsmedicalcollege.org.in)
17. The Federation of Publishers' & Book Sellers ' Association in India , 84, 2nd Floor Daryaganj, New Delhi, 110002
18. Office Notice Board.

PRINCIPAL
BANKURA SAMMILANT MEDICAL COLLEGE, BANKURA
B.S. Medical College
Bankura

TERMS & CONDITIONS :-

- Detailed list of medical journals to be supplied.
- The tenderer must have minimum of 5 years supply record to leading academic, education/research and ICAR institutes/SAU, Central universities/other UGC recognized universities and Medical Colleges.
- Rate should be quoted only for the printed copy journals. Rates of all printed copy journals should be quoted inclusive of all taxes, incidental charges and free delivery to the Library, B. S. Medical College, Bankura stating all the particulars of the Journals and name of the publishers, frequency etc. No transport cost will be borne by our institution any account or under any circumstances. The bidders should quote the latest & original copy of journals.
- 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 years (January – December) or for such extended time as the Principal, BSMC, Bankura may direct. Only in case of renewal of the order for the next year, due to change in yearly subscription rate of any journal from the publishers the price of the Journals may be increased / decreased subject to submission of proper price proofs from the publishers.
- Persons and firms who have adverse reports from the Police or other authority and who are debarred from making business with the Govt. in their own names shall not be approved if they set up new firm / company subsequently under different names to avoid the existing bar or their original firms. Undertaking to the effect that the Bidder has not been blacklisted by any Government Organization.
- The payment will be made after supply of journals; no advance payment will be done from our end.
- Rate must be quoted unit wise in INR (Rupees) only.
- Any duplicate copy, photo copy, back volume issue or damage copy of journals will not be accepted. Supply of Journals should be on regular basis throughout the year. Supply should be within one month of the publication.
- The tenderer must have done the business of more than Rs. 3.00 crores each year for the last three consecutive years in supply of medical journals and attach as a proof either duly audited profit and loss account/Balance Sheet of the firm or certificate issued by the Chartered Accountant as a proof thereof i.e., for the previous three (3) years.
- Deliveries of Medical Journals must be by hand by the special messenger of the company or only through company's representatives. Deliveries by Courier or Postal Services will not be accepted.
- The company's executive should visit to reconcile supply status at least once in a month. Company should be position to provide online supply status.
- The bidder must have the ability to participate at least 80% out of total journal's list per year. Otherwise his bid will be treated technically cancelled.
- If the bidder will fail to supply in due time any one title of the ordered journals, the agency will be blacklisted & the security deposit will be forfeited.
- It is essential to mention name of the publisher, frequency of the journals in the signed NIT form.


Principal
B.S. Medical College
Bankura

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/ Autonomous Body/Local Body/ PRIs, etc shall login to the e-Procurement portal of the Government of West Bengal <https://wbtenders.gov.in> using his login ID and password.
- b) He will select the tender to bid and initiate payment of pre-defined EMD / Tender Fees for that tender by selecting from either of the~ following payments modes:
 - i) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway;
 - ii) Payment procedure:
 - a) Payment by Net Banking (any enlisted bank) through ICICI Bank Payment Gateway
 - iv) i. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
 - v) ii. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
 - vi) iii. Bidder will receive a confirmation message regarding success /failure of the transaction.
 - vii) iv. If the transaction is successful, the account paid by the bidder will get credited in the respective Pooling account of the State Government
 - viii) /PSU/Autonomous Body/Local Body/P, R.Is, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
 - ix) v. If the transaction is failure, the bidder will again try for payment 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, to the ICICI Bank by the e procurement portal through web services.
- ii) On receipt of the information from the e procurement portal, the bank will refund, through an

automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank account from which they made payment transaction. Such refund will take place within T+2 bank working days where T will mean the date on which information on rejection of bid is uploaded to the e procurement portal by the tender inviting authority.

iii) Once the financial bid evaluation is electronically processed in the e- procurement portal, EMD of the technically qualified bidders other than that of L1 and L2 bidders will be refunded, through an automated process, to the respective bidder's bank account from which they made the payment transaction. Such refund will take place within T+2 bank working days where T will mean the date on which information on rejection of bid is uploaded to the e procurement portal by the tender inviting authority. However, L2 bidder should not be rejected till the LOI process is successful.

iv) If the L1 bidder accept the LOI and the same is processed electronically in the e- procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 bank working days where T will mean the date on which information on Award of contract (AOC) to the L1 bidder is uploaded to the e-procurement portal the tender inviting authority.

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

a) EMD of the L1 Bidder of the tenders of the State Government Offices will automatically get transferred from the Pooling account to the State Government Deposit Head'8443-00-103-001-07' through GRIPS along with the bank particulars of the L1 bidder.

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

In both the above cases, such Transfer will take place within T+1 bank working days where T will mean the date on which the award of contract (AOC) is issued.

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

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

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

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%


Principal
B.S.Medical College
Bankura

- of total value of Medical Journals supplied during previous financial year. 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 constructed as establishing or creating between the parties, i.e. the Contractor on the one side and the Purchaser on the other side,

a relationship of master and servant or principal and agent.

- 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 Contractor 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 Contractor shall, at all times, indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/its associate/affiliate etc.
 - 6 All claims regarding indemnity shall survive the termination or expiry of the contract.
- Governing language.

Necessary Information

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

- 1 It is required by all concerned, namely the Consignee/Bidders/Contractors/others to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:
 - (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;


Principal
B.S. Medical College
Baranasi

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

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

Clarification on e-Tender Document

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

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 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 initialled by the person(s) signing the bid.
- 3 It is the responsibility of bidder to go through the e-tender document to ensure furnishing all

required documents. Wherever necessary and applicable, the bidder shall enclose certified copy as documentary evidence to substantiate the corresponding statement.

- 4 A bid, which does not fulfil any of the above requirements and/or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.
- 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:

- 1) Technical Proposal: containing Statutory Cover and Non-statutory cover

- 2) 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.


Principal
B.S. Medical College
Bankura

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)	i. PAN CARD
B.	Company Detail(s)	Company Detail	i. Certificate of Incorporation/ Partnership Deed ii. Updated Trade License iii. 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 for an amount of Rs. 3 Crore 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 agency etc. in the last two years from scheduled date of opening of this e-tender.
2. Bid sent by paper/ Fax/ Telex/ Cable/ E mail etc. shall be ignored.
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 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 in while 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

1. 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.

AWARD OF CONTRACT

Purchaser's Right to accept any bid and to reject any or all bids

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

Award Criteria

1. 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) months on same terms and conditions at the end of 3 (three) year contract period. Thereafter, the contract may be extended on same terms and conditions for further periods on mutual agreement between purchaser and contractor.

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 therein the essential details like description, specification and quantity of the goods and/ or services and corresponding prices accepted. The successful bidder must furnish to the health facility the required performance security within 15 (fifteen) days from the date of issue of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5.
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.
1. 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.


Principal
B.S.M.
Baker

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 Journals and/ or services in conformity with your above referred document for the sum, as shown in the price schedule/Bill of Quantity attached herewith and made part of this bid.

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

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

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount, 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 up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

We confirm that we do not stand deregistered/banned/blacklisted by any Government 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.

Number of participating journals

I declare that I have participated at least 80% journals of the total list, otherwise the bid will be treated cancelled technically.

(Signature with date)

(Name, designation, seal of authorised 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]

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

.....

.....

Contract No _____ dated _____

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

2. Name and address of the contractor:

.....

.....

3. Contractor's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____

(if any), exchanged between the contractor and the purchaser in connection with this e-tender.

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

i. The e-tender document no..... dt.....

ii. Tender Application Form furnished by the contractor

iii. Technical and Financial Bid submitted by the contractor

iv. Purchaser's Notification of Award of Contract

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

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

Schedule No.	Brief description of journals	Contract price

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

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

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

Received and accepted this contract

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

FORM OF BANKER'S CERTIFICATE FROM A BANK

[LETTER HEAD OF BANK]

This is to certify that to the best of our knowledge and information M/s.....
..... of.....
(address), a customer of our bank are/is respectable and can be treated as good for any engagement up to
a limit of Rs..... (Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Seal of the Bank

(Signature) For the Bank

NOTE:

- (1) Bankers certificates should be on letter head of the Bank.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.

Affidavit of non conviction/ blacklisting, affirmed before a Notary public/ First Class Judicial
Magistrate/Executive Magistrate (affidavit sworn after 01.01.2023)

I, Sri/Smt.

The Managing Director/Proprietor (etc.) of the Firm.

, (Name of the firm)

At (address)

P.O.

P.S.....Dist.....

do hereby solemnly affirm and declare as follows:


- a. That I am not under conviction of any offence making myself liable to be disqualified to supply of Medical Journals to any Govt. or Govt. undertaking Organization /Institution in the State of West Bengal or other State or States.
- b. My Firm has not been blacklisted at present as a whole or for any item/ items as quoted in this tender by any Govt. or Govt. undertaking Organization /Institution in the State of West Bengal or other State or States in India.
- c. That no case is pending against me or against my Firm in any criminal court of law in connection with the supply of Surgical/hospital equipment/Instruments to the Govt. or Govt. undertaking Organization / Institution in the State of West Bengal or other State or States (If any case is pending, pl state the details).
- d. *That, I declare that the item or items quoted by me confirms the specification given in the NIT document or higher standard relating to the specification is provided.*
- e. The duly authenticated Technical Data Sheet is uploaded conforming to the prescribed standard.
- f. That, I also declare that if any information subsequently found incorrect or false will it automatically render the tender submitted by me cancelled and make me liable for penal/legal action as per law of the country.
- g. That I do further affirm that the statements made by me in this tender are true to the best of my knowledge and belief and all the documents attached are genuine & correct.

SECTION XII: CHECKLIST FOR BIDDERS

Sl no	Items (copies must be self-attested with seal)	Please mark ✓		Page no.
		Yes	No	
1.	EMD or documents in support of EMD exemption			
2.	Tender Application Form			
3.	Affidavit of non conviction or blacklisting affirmed before a Notary public/ First Class Judicial Magistrate/Executive Magistrate (affidavit sworn for the financial year 2023-24).			
4.	Notice Inviting Tender			
5.	PAN CARD			
6.	I.T. RETURN of the last three financial years.			
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, account number			
13.	Bank Solvency Certificate on any date after publishing of this e-tender for an amount of Rs. 3 Crore.			
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.	Book Sellers & Publishers Association Certificate.			
18.	G.O.C Certificate.			

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

LIST OF FOREIGN MEDICAL JOURNALS				
Sl.No.	Title of the Journal	Publishers	Freq.	Price
1	American Journal of Roentgenology	ARRS	12	
2	Anaesthesiology Clinics of North America	Elsevier	4	
3	Annual Review of Biochemistry	AR	1	
4	Annual Review of Microbiology	AR	1	
5	Annual Review of Pharmacology & Toxicology	AR	1	
6	Annual Review of Physiology	AR	1	
7	British journal of Anaesthesia (BJA)	Elsevier	12	
8	BJOG: an International Journal of Obstetrics & Gynaecology	Wiley Blackwell	13	
9	British Journal of Surgery (BJS)	Wiley Blackwell	13	
10	Clinics in Chest Medicine	Elsevier	4	
11	Dermatologic Clinics	Elsevier	4	
12	Haematology / Oncology Clinics of North America	Elsevier	6	
13	Human Pathology	Elsevier	12	
14	Forensic Toxicology	Springer	2	
15	International Journal of Dermatology	Wiley Blackwell	12	
16	Journal of Perinatology	Springer	12	
17	Journal of Tropical Paediatrics	Oxford	6	
18	International Journal of Epidemiology	Oxford	6	
19	Medical Clinics of North America	Elsevier	6	
20	Medical Education	Wiley	12	
21	The New England Journal of Medicine (NEJM)	Massachusetts Medical Society	52	
22	Obstetrics & Gynaecology Clinics of North America	Elsevier	4	
23	Obs. & Gynae. Survey	Wolters Kluwer	12	
24	Orthopaedic Clinics of North America	Elsevier	4	
25	Paediatric Clinics of North America	Elsevier	6	
26	Radiology Clinics of North America	Elsevier	6	
27	Surgical Clinics of North America	Elsevier	6	
28	The British Journal of Psychiatry	RC PSYCH	12	
29	The Journal of Bone & Joint Surgery	The Journal of Bone and Joint Surgery, Inc.	24	
30	The Lancet	Elsevier	51	
31	Trauma	Sage	4	
32	Physical Medicine & Rehabilitation Clinics of North America	Elsevier	4	
33	Anatomical Science International	Springer	4	
34	British Journal of Ophthalmology (BJO)	BMJ	12	
35	Academic Medicine	Wolters Kluwer	12	
36	Journal of Laryngology & Otology	Cambridge	12	


Principal
B.S. Medical College
Bankura

LIST OF INDIAN MEDICAL JOURNALS				
Sl.No.	Title of the Journal	Publishers	Freq.	Price
1	Annals of Cardiac Anaesthesia	Medknow	4	
2	Annals of Indian Academy of Neurology	Medknow	4	
3	Annals of the National Academy of Medical Sciences	National Academy of Medical Sciences	4	
4	Antiseptic: Journal of Medicine and Surgery	Madras, U. Vasudeva Rau	12	
5	Asian Journal of Transfusion Science	Medknow	2	
6	Biomedicine	IABMS	4	
7	IJCP: Indian Journal of Clinical Practice	V&S Pub.	12	
8	Indian Drugs Review	Indian Drug Manufacturers' Association	6	
9	Indian Heart Journal	Elsevier	6	
10	Indian Journal of Allergy Asthma & Immunology	ICAAI	2	
11	Indian Journal of Anaesthesia	Medknow	12	
12	Indian Journal of Anaesthesia & Analgesia	Red Flower Publication	6	
13	Indian Journal of Anatomy	Red Flower Publication	4	
14	Indian Journal of Biochemistry & Biophysics	CSIR	6	
15	Indian Journal of Cancer	Indian Cancer Society	4	
16	Indian Journal of Chest Disease & Allied Science	University of Delhi	4	
17	Indian Journal of Clinical Biochemistry	Springer	4	
18	Indian Journal of Clinical Practice	IJCP Group	12	
19	Indian Journal of Community Medicine	Wolters Kluwer	4	
20	Indian Journal of Comparative Microbiology, Immunology and Infectious Diseases	Indian Association of Veterinary Microbiologists, Immunologists and Specialists in Infectious Diseases	2	
21	Indian Journal of Critical Care Medicine	Jaypee	12	
22	Indian Journal of Dental Research	ISDR	6	
23	Indian Journal of Dermatology	Medknow	6	
24	Indian Journal of Dermatology, Venerology, Leprology	Wolters Kluwer	6	
25	Indian Journal of Endocrinology & Metabolism	Endocrine Society of India	6	
26	Indian Journal of Experimental Biology	National Institute of Science Communication and Information	12	


Principal
B.S. Medical College
Bankura

27	Indian Journal of Forensic Medicine & Toxicology (IJFMT)	Institute of Medico-Legal Publications	4	
28	Indian Journal of Gastroenterology	Springer	6	
29	Indian Journal of Gynaecologic Oncology	Springer	12	
30	Indian Journal of Haematology & Blood Transfusion	Springer	4	
31	Indian Journal of Leprosy	Indian Leprosy Association	4	
32	Indian Journal of Medical & Pediatric Oncology	Medknow	6	
33	Indian Journal of Medical Ethics	Forum for Medical Ethics Society (India)	4	
34	Indian Journal of Medical Microbiology	Elsevier	4	
35	Indian Journal of Medical Research	ICMR	12	
36	Indian Journal of Nephrology	Wolters Kluwer	6	
37	Indian Journal of Nutrition & Dietetics	Sri Avinashilingam Home Science College	4	
38	Indian Journal of Obstetrics & Gynaecology	Red Flower	4	
39	Indian Journal of Ophthalmology	Medknow	12	
40	Indian Journal of Orthopaedics	Springer	6	
41	Indian Journal of Otolaryngology & Head Neck Surgery	Springer	4	
42	Indian Journal of Pain	Medknow	3	
43	Indian Journal of Pathology & Microbiology	Medknow	4	
44	Indian Journal of Pathology & Oncology	IP Innovative Publication Pvt. Ltd.	4	
45	Indian Journal of Pediatric Dermatology	Medknow	4	
46	Indian Journal of Pharmacology	Medknow	6	
47	Indian Journal of Physical Medicine and Rehabilitation	IAPMR	4	
48	Indian Journal of Physiology & Pharmacology	Association of Physiologists and Pharmacologists of India	4	
49	Indian Journal of Plastic Surgery	Medknow	3	
50	Indian Journal of Practical Pediatrics	The Indian Academy of Pediatrics	4	
51	Indian Journal of Preventive & Social Medicine	Indian Journal of Preventive & Social Medicine	4	
52	Indian Journal of Psychiatry	Medknow	6	
53	Indian Journal of Public Health	Wolters Kluwer	4	
54	Indian Journal of Radiology & Imaging	Thieme	4	
55	Indian Journal of Rheumatology (National)	Wolters Kluwer	4	
56	Indian Journal of Sexually Transmitted Diseases & AIDS	Medknow	2	


Principal
B.S. Medical College
Bankura

57	Indian Journal of Surgery	Springer	4	
58	Indian Journal of Surgical Oncology	Springer	4	
59	Indian Journal of Tuberculosis	Elsevier	4	
60	Indian Journal of Urology	Medknow	4	
61	Virus Diseases / Indian Journal of Virology	Springer	4	
62	Indian Practitioner	Blockdale Media LLP	12	
63	International Journal of Pharmacology & Toxicology	Asian Network for Scientific Information	2	
64	Journal of Pharmacology and Pharmacotherapeutics	Wolters Kluwer	4	
65	Journal of Anaesthesiology: Clinical Pharmacology	Wolters Kluwer	4	
66	Journal of Anatomical Society of India	Anatomical Society of India	4	
67	Journal of Cancer Research and Therapeutics	H-Index	4	
68	Journal of Cutaneous & Anaesthetic Surgery	Medknow	3	
69	Journal of Cytology	Medknow	4	
70	Journal of Foot and Ankle Surgery (India)	Elsevier	6	
71	Journal of Human Reproductive Sciences	Medknow	3	
72	Journal of Indian Academy of Applied Psychology	IAAP	2	
73	Journal of Indian Academy of Forensic Medicine (JIAFM)	IAFM	4	
74	Journal of Indian Association of Pediatrics Surgeons	Wolters Kluwer	4	
75	IP International Journal of Orthopaedics Rheumatology Association	IP Innovative Publication	2	
76	Journal of International Medical Sciences Academy	IMSA	4	
77	Journal of Laboratory Physicians	Thieme	2	
78	Journal of Mahatma Gandhi Institute of Medical Science	M G University	2	
79	Journal of Medical Physics	Wolters Kluwer	4	
80	Journal of Minimal Access Surgery	Medknow	4	
81	Journal of Neonatology	Karger	4	
82	Journal of Neuroanaesthesiology & Critical care	Thieme	3	
83	Journal of Obstetric Anaesthesia and Critical Care	Medknow	2	
84	Journal of Orthopaedic Education	Red Flower	3	
85	Journal of Orthopaedics, Traumatology & Rehabilitation	Sage	2	
86	Journal of Parasitic Diseases	Springer	4	
87	Journal of Pediatric Neurosciences	Medknow	2	
88	Journal of Post Graduate Medicine Education & Research	PGI, Chandigarh	4	
89	Journal of Post Graduate Medicine (Indian)	Medknow	4	
90	Journal of Public Health	Oxford	6	

91	Journal of Pulmonology and Respiratory Diseases	ICMJE	2	
92	Journal of the Associations of Physicians of India (JAPI)	API	12	
93	Journal of the Indian Dental Association (JIDA)	IDA	12	
94	Journal of the Indian Society of Toxicology	Institute of Medical Sciences & Research	2	
95	Journal, Indian Academy of Clinical Medicine	H-Index	4	
96	Lung india	Medknow	6	
97	Medical Journal Armed Forces India	Elsevier	4	
98	National Journal of Clinical Anatomy	Wolters Kluwer	4	
99	Neurology India	Medknow	6	
100	Nursing & Midwifery Research journal	Nursing Research Forum	4	
101	The Indian Journal of Neurotrauma	Thieme	2	
102	The Indian Journal of Pediatrics	Springer	12	
103	Journal of Obstetrics & Gynaecology of India	Springer	4	
104	The National Medical Journal of India	AIIMS	6	
105	Indian Journal of Medical Biochemistry	Jaypee	3	
106	Indian Journal of Clinical & Experimental Ophthalmology	IESRF	4	
107	Otorhinolaryngology Clinics: an International Journal	Jaypee	3	
108	Indian Journal of Physical Therapy and Research	Medknow	4	
109	International Journal of Physiology	ACS Publisher	2	
110	Indian Journal of Gynaecologic Oncology	Springer	4	
111	Journal of the Indian Medical Association (JIMA)	Indian Medical Association	12	
112	Cardiology Today	Dr O.P.Yadav	4	
113	Journal of Pediatrics, Obstetrics & Gynaecology (JPGO)	JPOG	6	
114	CIMS	CIMS		
115	Journal of Surgery & Allied Sciences	IP Innovative Publication	4	
116	Indian Obstetrics & Gynaecology	Apeejay Styta Publishing Pvt. Ltd	4	
117	Journal of Datta Meghe Institute of Medical Sciences University	Wolters Kluwer	4	
118	Indian Journal of Physiology & Allied Sciences	The Physiological Society of India	4	
119	Indian Paediatrics	Indian Academy of Paediatrics	12	
120	Tropical Parasitology	Indian Academy of Tropical Parasitology	2	


Principal
B.S.Medical College
Bankura