



## Notice Inviting e-Tender

West Bengal Medical Services Corporation Limited  
Wholly owned by Govt. of West Bengal  
Swasthya Sathi, Swasthya Bhawan Complex  
GN-29, Sector-V, Salt Lake City  
Kolkata-700091

Phone No (033) 40340306

E mail: [hr@wbmsc.gov.in](mailto:hr@wbmsc.gov.in)

**PROCUREMENT OF MEDICAL BOOKS FOR 6 (SIX) NEW GOVERNMENT MEDICAL COLLEGES & HOSPITALS**

(Submission of Bid through *online*)

**Bid Reference No.: WBMSCL /NIT-275/2022**

**Dated -28.06.2022**

1. West Bengal Medical Services Corporation Limited (WBMSCL) has been directed by Government of West Bengal, Health & Family Welfare Department to procure Medical Books for 6 (Six) New Medical Colleges & Hospitals
2. WBMSCL hereby invites bids from eligible and qualified Tenderers for the supply of Medical Books as per Schedule of Requirement.
3. Intending Tenderer may download the tender document from the e-tender portal of Govt. of West Bengal at [wbttenders.gov.in](http://wbttenders.gov.in) and the website of WBMSCL at [www.wbmsc.gov.in](http://www.wbmsc.gov.in) . The submission of bids should only be through online at [wbttenders.gov.in](http://wbttenders.gov.in). or [www.wbmsc.gov.in](http://www.wbmsc.gov.in) . Earnest money to be drawn in favour of 'West Bengal Medical Services Corporation Limited' through online issued from any scheduled bank payable at Kolkata.
4. Non statutory documents, Bid - A, Bid - B & Bid - C are to be submitted concurrently.

Sd/-  
Managing Director, WBMSCL &  
Senior Special Secretary to the Government of West Bengal,  
Department of Health & Family Welfare

## Table for Important Dates

Sl.	Items	Date(s)
1.	Date of uploading of N.I.T. Documents (online)/ Date of Issue	30.06.2022
2.	Documents download start date (Online)	30.06.2022
3.	Date of <b>Pre bid Meeting</b> with the intending Tenderers in the Conference Hall of <b>West Bengal Medical Services Corporation Limited</b>	08.07.2022 at 12:00 NOON at Conference room of WBMSCCL.
4.	Bid submission start date (On line)	08.07.2022
5.	Documents download end date (Online)	N.A.
6.	<p>Bid submission closing (On line)</p> <p>Bid submission includes:</p> <p>i) Non statutory documents to be submitted under <u>My Space</u> (Each sub-category item should be in multiple page single PDF file)</p> <p>ii) BID – A (Should be in multiple page single PDF file)</p> <p>iii) BID – B (Should be in multiple page single PDF file)</p> <p>iv) BID – C (BOQ and the Statement of Breakup of Duties and Taxes)</p> <p>Detailed list of documents annexed at Section V Check-List Form</p> <p>Non-statutory document (document uploaded in <u>My Space</u>), Bid – A &amp; Bid – B constitute the technical bid and Bid – C is the financial bid.</p> <p><i>Any wrong or misleading information provided by the Tenderer during submission of bids shall lead to summary cancellation of bid and may lead to blacklisting in WBMSCCL for at least 5 years.</i></p> <p><b>Each scanned documents should have an index page indicating the name of the documents enclosed with Page no.</b></p>	14.07.2022 at 02:00 PM
7.	Bid opening date for Technical Proposals (Online)(Bid A & B)	14.07.2022 after 03:00 PM
8.	Bidders to remain present at WBMSCCL office, Kolkata for identification of the documents for the technical bid evaluation	To be notified later
9.	Submission of non-statutory Wanting document (if any)	To be notified later
10.	Opening of Financial Bid	To be notified later

# Section I: Instructions to Tenderers

## A. Important information at a glance

(The item suffixed by "E" in bracket indicates Eligibility Criteria for a bidder)

### 1. Tender Details: "Annexure A" at page no. 34 & 35

### 2. Tender Fees : Exempted

### 3. Earnest Money Deposit (EMD) (E)

Amount in INR	Instrument
1,00,000	Online

- a) Registered SSI unit participating in Govt. tenders are eligible for exemptions from payment of earnest money and (EMSD) under Rules 47(A)(1) and 47(B)(7) of WBFR, Volume 1 read with Finance Department Notification no. 10500-F Dated 19.11.2004 and its clarification vide memo No. 4245-F (Y) dated 20.05.2013.
- b) The process may be followed as per Memorandum of the Finance Department (Audit Branch) bearing Memo No. 3975-F (Y) dated 28.06.2016 (GRIPS)

### 4. Annual Turnover requirements: (E)

The Tenderers should have annual sales turnover (i.e. total turnover of the company) of minimum on an average of last five financial years (2017-18, 2018-2019, 2019-2020, 2020-2021 and 2021-2022) as per the Audited Accounts of the Organization as mentioned in the table below:

Annual Turnover in Lakh Rs.
25

### 5 (a) Time for Supplies & Commissioning of work from the date of issuance of Award of Contract

Timeline
For Indian publication: 30 Days
For foreign publication: 45 Days

### 5 (b) Payment Terms

#### General Terms

The Tenderers should quote in INR only. **Payment terms for Authorized Distributor / Agent of Publishers**, 100 % payment shall be paid after delivery and furnishing of Consignee Receipt Certificate (CRC) as per Form 3.

### 6. Who can Bid (E)

1. Publishers'  
OR
2. Authorized Distributor / Agent of Publishers, having valid membership of  
Recognized Publishers' Association  
OR

3. Agencies having experiences of medical books supply in any Institution.

## 7. Liquidated damages for Delayed Delivery

The percentage of 0.5% of the Invoice price for each week or part thereof, of delay until actual delivery or performance, up to a maximum deduction of 5% of the Invoice price.

## 8. Experience and Technical Capacity (E)

- a. Bidder must have supplied Medical Books in any Institution in the last 5(five) Financial Years (2016-2017, 2017-2018, 2018-2019, 2019-2020 and 2020-2021).
- b. Bidder should quote at least 75% of total title list of the medical books as per Annexure A at Pg. no. 34 & 35

**Note1:** The Tenderers, who have downloaded the bid documents, shall be solely responsible for checking these websites for any amendment, addendum issued subsequently to the bid document and takes into consideration the same while preparing and submitting the bids.

**Note2:** Any duplicate copy, back edition or damaged copy of medical books will not be accepted.

**Note3:** Bids will be opened in the presence of Tenderers' representative who chooses to attend on the specified date and time. However, opening of bids will not be stopped for absence of any bidder or his authorized representative at the notified time.

**Note 4:** Corporate Office/Branch Office of Publishers or Authorised distributors/Agent

- Preferably at Kolkata

## 9. General Instructions

- a. Bidders are requested to study the tender document, terms & conditions carefully before submitting their bids. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- b. Tender documents should be downloaded from the E-tender portal of Govt. of West Bengal at [wbtenders.gov.in](http://wbtenders.gov.in) and the website of WBMSCL at [www.wbmssc.gov.in](http://www.wbmssc.gov.in). The submission of bids should only be through online at [wbtenders.gov.in](http://wbtenders.gov.in).
- c. All pages of the bid submitted must be signed and sequentially numbered by the Bidder. All information in the offer must be in English. Information in any other language must be translated to English. Failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between the offer in a language other than English and its English translation, the English translation will prevail.

## B. General

### 13. Scope of Bid

13.1 The type of Medical Books to be purchased is: Procurement of Medical Books as per the Schedule of Requirement.

### 14. Source of Funds

14.1 Funds received from the Govt. of West Bengal, Department of H & FW, for the procurement of different medical books on behalf of the Department of H & FW.

### 15. Fraud and Corruption

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

- (a) Defines, for the purposes of this provision, the terms set forth as under:
  - (i) *Bribery* is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring medical books or services, or executing contracts;
  - (ii) *Extortion* or *coercion* is the act of attempting to influence the process of procuring medical books or services, or executing contracts by means of threat of injury to person, property or reputation;
  - (iii) *Fraud* is the misrepresentation of information or facts for the purpose of influencing the process of procuring medical books or services, or executing the contracts, to the detriment of WBMSCL or other participants;
  - (iv) *Collusion* is the agreement between Tenderers designed to result in bids at artificial prices that are not competitive.
- (b) Will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;
- (c) Will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a WBMSCL registered Vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a WBMSCL contract;
- (d) Will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a WBMSCL contract;
- (e) Will normally requires a WBMSCL vendor to allow WBMSCL, or any person that WBMSCL may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.

15.2 Any vendor participating in WBMSCL's procurement activities, shall facilitate to WBMSCL personnel upon first request, all documents, records and other elements needed by WBMSCL to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from WBMSCL vendor roster and may lead to suspension following review by WBMSCL Vendor Review Committee.

15.3 It is required that Vendors, their subsidiaries, agents, intermediaries and principals cooperate with WBMSCL Internal Audit Group as well as with other investigations authorized by WBMSCL or by the Government of West Bengal or the Central Government as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives, agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow WBMSCL to repudiate and terminate the contract and to debar and remove the supplier from WBMSCL's list of registered vendors.

## **16. Eligible Tenderers**

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

## **17. Eligible Medical Books & related services**

All the medical books and related services to be supplied under the Contract may have their origin in any country.

# **C. Contents of Bidding Documents**

## **18. Sections of Bidding Documents**

- 18.1 The Bidding Documents consist of:
- Section I. Instructions to Tenderers
  - Section II. General Conditions for Medical books (GCG)
  - Section III. Special Conditions of Contract (SCC)
  - Section IV. Schedule of Requirements
  - Section V. Bidding Forms
  - Section VI. Contract Forms
- 18.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 18.3 Tenderers are cautioned to read the specifications carefully (see Section IV - Schedule of Requirements), as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular publishers' product. Tenderers are encouraged to advise WBMSCL, if they disagree.
- 18.4 The specifications are the minimum requirements for the products. Products offered must meet or exceed requirements mentioned in technical specifications. The products shall

conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

**19. Clarification of Bid Document**

19.1 A prospective Tenderer requiring any clarification of the Bidding Documents shall contact WBMSCL in writing at [hr@wbmsc.gov.in](mailto:hr@wbmsc.gov.in).

**20. Amendment of Bid Document**

20.1 At any time prior to the deadline for submission of bids, WBMSCL may amend the Bid Document by issuing amendment to be uploaded in the e-tender portal & website of WBMSCL.

20.2 To give prospective Tenderers reasonable time in which to take an amendment into account in preparing their bids, WBMSCL may, at its discretion, extend the deadline for the submission of bids.

## **D. Preparation of Bids**

21. Tenderers are to prepare and submit the following:

- i) Non statutory documents to be submitted under My Space
- ii) BID – A (Should be in multiple page single PDF file)
- iii) BID – B (Should be in multiple page single PDF file)
- iv) BID – C (BOQ, the Statement of Breakup of Taxes & Duties)

Details are given in “Submission and Opening of Bids”

**22. Cost of Bidding**

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

**23. Language of Bid**

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

**24. Alternative Bids**

Alternative Bids will not be accepted.

**25. Bid Prices**

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

25.2 The Incoterms shall be governed by the rules prescribed in the Incoterms 2010, as published by The International Chamber of Commerce.

25.3 Prices quoted by the Tenderer shall be fixed during the Tenderer’s performance of the Contract and not subject to the variation on any account.

**26. Currencies of Bid**

The Tenderer shall quote in INR only.

**27. Documents Establishing the Conformity of the Medical books and Related Services**

To establish the conformity of the medical books and related services to the Bidding Documents, the Tenderer shall furnish as part of its Bid the documentary evidence that the Medical books conform to the technical specifications and standards specified in Section IV, Schedule of Requirements.

**28. Documents Establishing the Qualifications of the Tenderer**

As per Form 1: Check-List of Section V of the bid document.

**29. Period of validity of Bids**

29.1 Bids shall remain valid for a period of **180** days from last date of online submission of bid. A bid valid for a shorter period than specified in previous lines shall be rejected by WBMSCL as non responsive.

29.2 In exceptional circumstances, prior to the expiration of the bid validity period, WBMSCL may request Tenderer to extend the period of validity of their bids and EMD. In the event of the request for such extension beyond bid validity period, the bidder may or may not accept such request. In case, the bidder refuses to accept the request, the EMD of the bidder shall not be forfeited.

**30. Period of validity of the bid price:**

The bid price shall remain valid for a period of **2 (two)** years from the date of signing of the contract.

**31. Earnest Money Deposit (EMD):**

31.1 The EMD shall be paid online, in favour of "**West Bengal Medical Services Corporation Limited**", GN-29, Swasthya Bhawan, Sec-V, Salt Lake, Kolkata- 700091 in the amount as provided in the **Schedule of Requirements** and denominated in INR.

31.2 **Any bid not accompanied by a substantially responsive EMD in accordance with Instructions to Tenderers shall be rejected by WBMSCL as non-responsive.**

31.3 The EMD of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the Performance Security pursuant to Instructions to Tenderers

31.4 The EMD may be forfeited:

(a) if a Tenderer withdraws its bid during the period of bid validity specified by the Tenderer on the Bid Submission Form, except as provided in Instructions to Tenderers; or

(b) if the successful Tenderer fails to:

(i) sign the Contract in accordance with Instructions to Tenderers;

(ii) furnish a Performance Security in accordance with Instructions to Tenderers.

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

**33. Withdrawal, Substitution and Modification of Bids**

33.1 The bid once submitted cannot be withdrawn but prior to the deadline prescribed for submission of bids, a Tenderer may substitute, or modify its Bid after it has been submitted.

33.2 The objective of this bid is to ensure supply of best quality of medical books at the most competitive price. If at any stage of the bidding, including at the stage of financial evaluation, it appears that the tendered rate is artificially hiked or is much lower



compared to the prevailing market price and available rates of similar or identical composition with the government, WBMSCL reserves the right to cancel the bids.

### 34. Confidentiality

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

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

## E. Submission and Opening of Bids

### 35. The following are to be submitted:

#### i) Non statutory documents to be submitted under My Document

(Each sub-category item should be in multiple page single PDF file)

#### Guidelines for uploading documents in My Document:

Sl. No.	Category Name	Sub - Category Name	Document Name
1	CERTIFICATES	CERTIFICATES	1. PAN Card 2. GST registration Certificate (if applicable)
2	COMPANY DETAILS	COMPANY DETAILS 1	a) Certificate of Enlistment (Trade License) from Local Government/ Statutory Authority as applicable. OR b) Registration with the Registrar of Companies, if applicable.
3	CREDENTIAL	CREDENTIAL 1	Performance Statement Form (For the period of last three calendar years ending December 2021) - Form 5 of Section V  Submitted document should be supported with 1. Work order / supply order copy 2. Proof of supply of medical books duly signed by the recognised medical college & hospital / health university against the work order OR Proof of payment against supply and installation against the work order that the bidder have supplied medical books in recognised medical college & hospital / health university in India during the last 3 (three) calendar Years
4	DECLARATION	DECLARATION 1	Income Tax returns for assessment year (2018-2019, 2019-2020 or 2020-2021)
		DECLARATION 2	Tender Form as per Form 1

5	MEDICAL BOOKS	Details of Medical Books	Publishers' Authorisation (If applicable) as per Form 4 of Section V
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## ii) Statutory Documents

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

1. EMD (Copy of receipt of online submission of EMD)

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

1	Description of the medical books offered for <b>(Self Declaration)</b>
2	Average Annual Turnover of the Company in medical books during the last 5 Financial Years (2017-2018,2018-19, 2019-2020, 2020-2021,& 2021-2022) (in INR) - to be certified by practicing Chartered Accountant as per format given in <b>FORM 7</b>

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

## iii) **BID – C [Bill of Quantity (BOQ), the Statement of Breakup of Duties and Taxes]**

BOQ shall contain the financial quotes in respect of **Basic Price of Medical Books (BP)**

**Base Price of Medical Books (BP):** includes value of medical books including transportation and delivery charges applicable excluding GST. Applicable GST will be paid as extra.

**Comparison of Financial Bids would be based on Basic Price of Medical Books quoted by the bidders. The rates quoted shall be firm and no variation will be allowed during the period of contract.**

The Tenderer should upload the following statements in PDF in addition to BOQ in .xls

Breakup for Duties and Taxes (as per Form 6 of Sec (V)) for medical books

Detailed list of documents annexed at Form 2 Check-List Form, Section V

### ***N.B.***

- Any wrong or misleading information provided by the Tenderer during submission of bids may lead to summary cancellation of bid, blacklisting in WBMSCL for at least 5 years and forfeiture of EMD.
- Each scanned documents should have an index page indicating the name of the documents enclosed with Page no.
- The Earnest Money will be refunded within 30 days after receipt of CRC.

## F. Evaluation and Comparison of Bids

### 36.Evaluation of Bids

#### (A) Technical Evaluation

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

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

A bidder will be considered technically qualified if, complied with i) & ii)

## **B. Financial Evaluation**

Financial Bids (Bid - C) of the technically qualified Bidders would only be opened. **Comparison of Financial Bids would be based on the quoted Basic Price in BOQ as mentioned in "Submission and Opening of Bids" quoted by the tenderers.**

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

### **37. Responsiveness of Bids**

37.1 WBMSCL's determination of a bid's responsiveness is to be based on the contents of the bid itself.

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

(a) During technical evaluation of bids (verification of formal criteria):

- Lack of proper bid securities in terms of change in the wording (not consistent with the prescribed format), amount or validity period.
- Absence of bid form, change in the wording (not consistent with the prescribed format) or lack of signature in the key portions of the bid form,
- The Tenderer does not accept important Contract conditions, i.e. related to Performance Security, Warranty, Applicable Law, Delivery Schedule, Payment Terms, Limitation of Liability, etc.

37.2 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by WBMSCL

### **38. Examination of Terms and Conditions and Technical Evaluation**

38.1 WBMSCL shall examine the Bid to confirm that it does not contain material deviation or reservation related to the conditions and requirements.

38.2 If, after the examination of the terms and conditions and the technical evaluation, WBMSCL determines that the Bid is not substantially responsive in accordance with Instructions to Tenderers, it shall reject the Bid.

### **39. Financial evaluation**

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

### **40. WBMSCL's Right to accept any Bid and to reject any or all Bids**

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

## **G. Award of Contract**

### **41. Award Criteria**

41.1 In the event of a Contract award, WBMSCL shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated bid substantially responsive

to the Bidding Documents, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

41.2 Before the award of Contract, WBMSCL may inspect the manufacturing facilities of the lowest evaluated responsive Tenderer to assess his capability to successfully perform the Contract as per the terms and conditions specified in the NIT.

**42. WBMSCL's right to vary quantities**

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

**43. Publication of Award of Contract**

43.1 WBMSCL shall publish the Award of Contract in e-tender portal and its website wbtenders.gov.in, www.wbmisc.co.in, www.wbmisc.gov.in, www.wbhealth.gov.in.

**44. Signing of Contract**

44.1 Prior to the expiry of the period of bid validity, WBMSCL shall issue Award of Contract (AOC). The draft agreement will be sent to the successful Tenderer along with the AOC and Special Conditions for books, if any.

44.2 Within 14 (*fourteen*) days of receipt of the AOC, the successful Tenderer shall sign and return the agreement to WBMSCL along with the required value of Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL.

## Section II. General Conditions of Contract

In the event of an order and any dispute arising out of the same, the FIRST PARTY General Conditions of Contract will apply as under and all references to the General Conditions of Contract include (subject to all relevant approvals) a reference to these terms and conditions as amended, supplemented, substituted, novated or assigned from time to time. Each schedule and annexure referred to in these terms and conditions shall form part of these terms and conditions. The documents forming the supply contract shall be construed and interpreted so that, in the event there is any conflict or ambiguity between them, these terms and conditions shall prevail.

**1. APPLICATION AND LEGAL STATUS OF THE PARTIES:**

The General Conditions Of Contract be incorporated in Section -II for the supply of Medical books to the extent the same are not superseded by the Special Conditions Of Contract prescribed under section III, section IV or Schedule of Requirement of this document.

WBMSCL and VENDOR shall respectively be referred to as "FIRST PARTY" & "SECOND PARTY" hereunder and each party acknowledges and agrees that:

1.1 Nothing contained in or relating to the contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the

other Party and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2.2 TRADE TERMS: Whenever an Inco term is used in this Contract it shall be interpreted in accordance with the Inco terms 2010 and as the same has been judicially interpreted in India.

## 2. CONTRACT PRICE;

Prices charged by the Tenderer for the medical books supplied and the related services performed under the Contract shall not vary from the prices quoted by the Tenderer in its bid, with the exception of any price adjustment authorized in writing by FIRST PARTY.

## 3. PACKAGING OF THE MEDICAL BOOKS:

3.1 The SECOND PARTY shall package the Medical books for delivery with the best materials that are adequate to safeguard the Medical books while in transit and with all due care and according to the highest standards of export packaging for the type and quantities of the Medical books. The Medical books shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade and in accordance with any requirements imposed by applicable law or by the transporters and publisher's of the Medical books. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by FIRST PARTY as well as such other information as is customary for the Medical books in question. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt, precipitation and open storage. The SECOND PARTY shall have no right to any return of the packing materials.

## 4. TRANSPORTATION AND FREIGHT:

Unless otherwise specified in the Contract (including in any INCOTERM 2010) the SECOND PARTY shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Medical books in accordance with the requirements of the Contract and as defined in table 5. **(b) Payment Terms of Section I: Instructions to Tenderers, under sub-section A. Important information at a glance.**

## 5. DELIVERY OF MEDICAL BOOKS:

The SECOND PARTY shall hand over or make available the medical books and the Consignees shall receive the medical books (as per detail annexed in Section IV), at the place for the delivery of the Medical books and within the time for delivery of the Medical books specified as per table 5 **(a) Date of supplies & commissioning at Section I: Instructions to Tenderers under sub-section A. Important information at a glance**, in the Contract. All information relevant to the Medical books shall be in the English language unless otherwise specified in the Contract. Unless specifically stated in the Contract (including in any INCOTERM 2010) the entire risk of loss, theft, damage to, or destruction of the Medical books shall be borne as defined in table 5. **(b) Payment Terms of Section I: Instructions to Tenderers, under sub-section A. Important information at a glance.**

## 6. INSPECTION OF THE MEDICAL BOOKS:

6.1 All medical books may be subjected to inspection by FIRST PARTY or its designated representatives prior to final acceptance by FIRST PARTY.

6.2 Neither the carrying out of any inspections of the Medical books nor any failure to undertake any such inspections shall relieve the SECOND PARTY of any of its warranties or the performance of any obligations under the Contract.

6.3 Should any inspected medical books fail to conform to the specifications, the purchaser shall reject them and the supplier shall replace the rejected medical books free of cost to the purchaser, within a period of 30 (thirty) days of intimating such rejection.

## **7. ACCEPTANCE OF MEDICAL BOOKS:**

Under no circumstances shall FIRST PARTY be required to accept any medical books that do not conform to the specifications of or requirements of the Contract. FIRST PARTY may condition acceptance of the medical books upon the successful completion of acceptance tests, as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall FIRST PARTY be obligated to accept any medical books unless and until FIRST PARTY has inspected the medical books following medical books in accordance with the requirements of the Contract. The medical books shall be deemed to be accepted only after FIRST PARTY provides written acceptance.

## **8. REJECTION OF MEDICAL BOOKS:**

Notwithstanding any other rights of, or remedies available to, FIRST PARTY under the Contract, in case any of the medical books is defective or otherwise does not conform to the specifications or other requirements of the Contract, FIRST PARTY may, at its sole option, reject or refuse to accept the medical books and the SECOND PARTY agrees promptly to replace the medical books with medical books of equal or better quality.

## **9. TITLE**

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

## **10.**

## **11. WARRANTIES:**

Medical Book Warranties:

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

11.1 The Medical books, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Medical books are ordinarily used and for the purposes expressly made known in writing by FIRST PARTY to the SECOND PARTY and shall be of even quality, free from faults and defects in material.

11.2 If the SECOND PARTY is not the original publishers' of the Medical books, the SECOND PARTY shall provide FIRST PARTY with the benefit of all publishers' warranties in addition to any other warranties required to be provided here under;

11.3 The Medical books are of the quality, quantity and description required by the Contract;

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

11.5 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of medical books to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

11.7 The Medical books shall be new and unused. The SECOND PARTY shall remain responsive to the needs of FIRST PARTY for any services that may be required in connection with any of the SECOND PARTY's warranties under the Contract. All warranties will remain fully valid following any delivery of the Medical books and for a period of not less than one (1) year following acceptance of the Medical books by the Consignee in accordance with the Contract. During any period in which the SECOND PARTY's warranties are effective, upon notice by FIRST PARTY that the Medical books do not conform to the requirements of the Contract, the SECOND PARTY shall replace the defective Medical books with Medical books of the same or better quality or fully reimburse FIRST PARTY for the purchase price paid for the defective Medical books; and if having been notified by any means, the SECOND PARTY fails to replace the defective Medical books within 30 days, FIRST PARTY may proceed to take such remedial action as may be necessary, at the SECOND PARTY's risk and expense and without prejudice to any other rights which FIRST PARTY may have against the SECOND PARTY under the Contract. The reasonableness of the period of time granted for remedy is subject to the discretion of FIRST PARTY according to the circumstances of the Contract.

## **12. INDEMNIFICATION:**

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

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

The bidder shall indemnify the FIRST PARTY against all actions, suits, claims and demands brought or made against it, in respect of anything done or committed to be done by the SECOND PARTY in execution of or in connection with the work of this contract and against any loss or damage to the FIRST PARTY in consequence to any action or suit, or a legal proceeding, being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job safety measures prevalent in India and will free the FIRST PARTY from all demands or responsibilities arising from accidents or loss of life, on account of the bidder's negligence and responsibility. The bidder will pay all indemnities arising from such incidents without any extra cost to FIRST PARTY and will not hold the FIRST PARTY responsible or obligated. The FIRST PARTY may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or severally in case the latter chooses not to defend the case and /or proceeding.

**13. LIQUIDATED DAMAGES:**  
 Except under the circumstances of force majeure as described, if the SECOND PARTY fails to deliver any or all of the Medical books by date(s) of delivery as per conditions of the contract, FIRST PARTY may, without prejudice to any or all its other remedies under the contract, deduct from the contract price, as per **table - 9 Liquidated damages for delayed delivery at Section I: Instructions to Tenderers under sub-section A. Important information at a glance**

**14. BLACKLISTING:**  
 Any publisher or authorised distributor/authorised agent of publisher which is currently black-listed by any Government Department/ Government Agency in India, would not be eligible to participate in the tender.

**15. PENALTY FOR DEFAULT:**  
 In case of failure by the Tenderer to perform according to this Contact, Warranty of all of the Medical books, the Company may exercise one or several of the penal provisions **as per table - 8, Service Up time in Warranty at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.**

15.1 In addition to what has been stated above, the following penalties shall be imposed against offences mentioned against each:

Nature of offence	Penalty to be imposed
Any wrong or misleading information provided by the Tenderer during submission of bids	a. Forfeiture of EMD b. May lead to blacklisting in FIRST PARTY for at least 5 years
Non execution of agreement within 14 days of issue of AOC	a. Forfeiture of EMD b. Blacklisting for 5 years in FIRST PARTY c. Blacklisting to be circulated to all procurement agencies throughout the country
Supplying refurbished medical books instead of new	a. Termination of Contract. b. Blacklisting for life. c. Blacklisting to be circulated to all procurement agencies throughout the country. d. Forfeiture of the Performance Bank Guarantee. Lodging FIR.
Breach of Agreement	a. Termination of Contract. b. Blacklisting for life c. Blacklisting to be circulated to all procurement agencies throughout the country.



## 16. CHANGES IN QUANTITY:

FIRST PARTY may at any time by written instruction vary the general scope of this Contract by 40% (forty percent) above or 40% (Forty percent) below the original Contract quantity at the accepted terms & conditions. The price for the additional quantity will be as per the contracted price of this bid.

## 17. TERMINATION FOR CONVENIENCE:

17.1 FIRST PARTY may, upon notice to the Tenderer, terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall state that termination is for FIRST PARTY's convenience, the extent to which performance of the SECOND PARTY under the Contract is terminated and the date upon which such termination becomes effective.

17.2 In the event of Termination for Convenience, no payment shall be due from FIRST PARTY to the Tenderer except for Medical books satisfactorily delivered and for the cost of such necessary work as FIRST PARTY may request the Tenderer to complete.

## 18. TERMINATION FOR DEFAULT:

18.1 FIRST PARTY, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the SECOND PARTY, may terminate the Contract, in whole or in part if:

18.1.1 The SECOND PARTY fails to deliver any or all of the Medical books within the period specified in the Contract;

18.1.2 The SECOND PARTY fails to perform any other obligation under the Contract;

18.1.3 The SECOND PARTY, in the judgment of FIRST PARTY, has engaged in fraud and corruption, in competing for or in executing the present Contract;

18.1.4 The SECOND PARTY attempts to offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of FIRST PARTY or any organization of Health & Family Welfare Department, Government of West Bengal;

18.1.5 The SECOND PARTY is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

18.1.6 FIRST PARTY reasonably determines that the SECOND PARTY has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the SECOND PARTY to perform any of its obligations under the Contract.

18.1.7 Non-compliance of all statutory norms and applicable laws relating to the said contract will entitle FIRST PARTY to terminate the contract.

- 18.2 Upon occurrence of one or more of the events specified above, FIRST PARTY shall follow the procedure of issuing notice or show cause specifying the time frame and on being not satisfied with the explanation, be entitled to terminate the Contract immediately. The decision of FIRST PARTY shall be final and binding on the Tenderer.

## **19. CONSEQUENCES OF TERMINATION:**

- 19.1. In the event of any termination of the Contract, upon receipt of notice of termination by FIRST PARTY, the SECOND PARTY shall, except as may be directed by FIRST PARTY in the notice of termination or otherwise in writing:
- 19.1.1 Take immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, including, but not limited to, fulfilling any outstanding orders for Medical books under the Contract and in doing so, reduce expenses to a minimum;
  - 19.1.2 Place no further orders for Medical books or other materials, except as FIRST PARTY and the SECOND PARTY agree in writing are necessary to fulfil any outstanding order or to complete any portion of the Contract that has not been terminated;
  - 19.1.3 Transfer title and deliver to FIRST PARTY any Medical books remaining to be delivered as stipulated in the notice of termination; and
  - 19.1.4 Take any other action that may be necessary or that FIRST PARTY may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the SECOND PARTY and in which FIRST PARTY has or may be reasonably expected to acquire an interest.
- 19.2. In the event of any termination of the Contract, FIRST PARTY shall not be liable to pay the SECOND PARTY except for those Medical books delivered to FIRST PARTY in accordance with the requirements of the Contract, but only if such Medical books were ordered, requested or otherwise provided prior to the SECOND PARTY's receipt of notice of termination from FIRST PARTY.

## **20. CONFIDENTIALITY:**

- 20.1 FIRST PARTY and the SECOND PARTY, its agents, employees, sub-contractors and servants shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto, in connection with the Contract, whether such information has been furnished prior to, during or following competition or termination of the contract. Notwithstanding the above, the SECOND PARTY may furnish to its sub-contractor such documents, data and other information it received from FIRST PARTY to the extent required for the sub-contractor to perform its work under the contract, in which event the SECOND PARTY shall obtain from such sub-contractor an undertaking of confidentiality similar to that imposed on the SECOND PARTY.
- 20.2 FIRST PARTY shall not use such documents, data and other information received from the SECOND PARTY for any purpose unrelated to the contract. Similarly, the SECOND PARTY shall not use such documents, data and other information received from FIRST PARTY for any purpose other than the performance of the contract.
- 20.3 The obligation of a party under the two foregoing paragraphs shall not apply to information that:

- 20.3.1 Now or hereafter enters the public domains through no fault of that party;
- 20.3.2 Can be proven to have been possessed by that party at time of disclosure and which was not previously obtained, directly, from the other party, or
- 20.3.3 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

## **21. FORCE MAJEURE:**

- 21.1 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution insurrection, flood earthquake or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the SECOND PARTY. The SECOND PARTY acknowledges and agrees that, with respect to any obligation under the contract that the SECOND PARTY must perform any delays or failure to perform such obligation arising from or relating to harsh conditions within such areas shall not, in and of itself, constitute Force majeure under the contract. Further the SECOND PARTY acknowledges and agrees that scarcity of raw materials, power cut, workers unrest (even if wide spread) will not constitute force majeure under the contract.
- 21.2 In the event of and as soon as possible after the occurrence of any cause constituting Force majeure, the SECOND PARTY shall give notice and full particulars in writing to FIRST PARTY, of such occurrence or cause if the SECOND PARTY is thereby rendered unable, wholly or in part to perform its obligations and meet its responsibilities under the contract. The SECOND PARTY shall also notify FIRST PARTY of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the contract. Not more than fifteen (15) days following the provision of such notice Force majeure or other changes in conditions or occurrence, the SECOND PARTY shall also submit a statement to FIRST PARTY of estimated expenditure that will likely be incurred for the duration of the change in condition or the event. On receipt of notice or notices required hereunder, FIRST PARTY shall take such action as it considers, in its sole desertion, to be appropriate or necessary in the circumstances, including the granting to the SECOND PARTY of a reasonable extension of time in which to perform any obligations under the contract.
- 21.3 If an event of force majeure exists and the SECOND PARTY fails, within seven (7) days of such event to give notice in writing to FIRST PARTY and if the SECOND PARTY is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, FIRST PARTY shall have the right to suspend or terminate the contract on the same terms and conditions except that the period of notice shall be seven (7) days. In any case, FIRST PARTY shall be entitled to consider the SECOND PARTY permanently unable to perform its obligations under the contract in the case of the SECOND PARTY's suffering any period of suspension in excess of ninety (90) days.
- 21.4 In the event of force majeure the benefit accrued to the FIRST PARTY in terms of title and any accrued right thereof including all inchoate rights shall remain with the FIRST PARTY and the SECOND PARTY shall not have any claim with the same.

## **22. SOURCE OF INSTRUCTIONS:**

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

## **23. BENEFITS, CORRUPTION AND FRAUD:**

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

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

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

## **24. USE OF NAME OR OFFICIAL SEAL OF FIRST PARTY:**

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

## **25. ASSIGNMENT:**

25.1 The SECOND PARTY shall not, except after obtaining the prior written approval of FIRST PARTY, assign, transfer, pledge, or make any other disposition of this contract or any part hereof or of any of the SECOND PARTY's right or obligations hereunder, except with the prior written authorization of FIRST PARTY. The SECOND PARTY may assign or otherwise transfer the contract to the surviving entity resulting from a reorganization of the Party's operations.

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

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

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

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

25.3 However, should the SECOND PARTY become insolvent or should control of the SECOND PARTY change by virtue of insolvency, FIRST PARTY may, without prejudice to any other right or remedy, terminate this contract.

## **26. AMICABLE SETTLEMENT:**

When a dispute arises under this agreement, the parties shall make all reasonable efforts to resolve through good faith negotiation, failing which they will attempt at dispute resolution with the intervention of the Principal Secretary, the DoHFW, GoWB.

## **27. ARBITRATION:**

27.1. Except for a dispute in connection with termination in which respect the decision of FIRST PARTY shall be final, any dispute between the parties arising out of or relating to this agreement which cannot be resolved through good faith negotiation shall be settled in Arbitration, in terms of the provisions of the Arbitration and Conciliation Act, 1996(no.26 of 1996). The arbitration hearing shall be held in Kolkata only. The award of the arbitrator (s) shall be binding on both the parties. The cost of arbitration shall be borne by the respective parties.

27.2. Pending the submission of and / or decision on a dispute, difference or claim, or until the arbitral award is published, the party shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

## **28. COURT OF LAW:**

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

## Section III. Special Conditions of Contract

The following Special Conditions of Contract (hereinafter referred to as SCC) shall supplement the General Conditions of Medical books (hereinafter referred to as GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in the first column.

SCC -1	GCC - 6	<p><b>Delivery of Medical books shall be made by the SECOND PARTY in accordance with the Schedule of Requirement</b></p> <p>However, the FIRST PARTY may swap facilities between phases and/or substitute any facility by a new one if deemed necessary.</p> <p><b>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the SECOND PARTY are:</b></p> <p>I. <b>For Medical books supplied from abroad :</b></p> <p>(A) Upon shipment, within 24 hours the SECOND PARTY shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Medical books, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Medical books sent by airfreight, the SECOND PARTY shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The SECOND PARTY shall first fax the above details and then send to the Purchaser, by courier, two sets of documents comprising one original and one copy of the following:</p> <p>(i) Commercial invoice, indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of Govt. of West Bengal, Department of H&amp;FW; the Contract number, Medical books description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;</p> <p>(ii) Negotiable, clean, on-board through bill of lading marked "freight prepaid" and indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the Govt. of West Bengal, Department of H&amp;FW and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;</p> <p>(iii) Packing list identifying contents of each package;</p> <p>(iv) Publishers' Warranty Certificate covering all items supplied;</p> <p>(v) Publishers' Certificate of Origin covering all items supplied;</p> <p>(vi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies;</p>
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		<p>(vii) will submit a pre-shipment advisory note to purchaser &amp; consignee at least 15 days prior to the scheduled delivery of the medical books at the door step of the consignee;</p> <p>(viii) Acknowledgement of receipt of Medical books by the Consignees, i.e. Consignment Receipt Certificate (CRC).</p> <p>The above documents shall be received by the 'Purchaser' at least 15 days before arrival of Medical books at the port or place of arrival and, if not received, the SECOND PARTY will be responsible for any consequent expenses.</p> <p><b>II. For Medical books from within India</b></p> <p>(A) Upon the delivery of the Medical books, the SECOND PARTY shall notify the Purchaser in writing and deliver to the Purchaser two sets of documents comprising one original and one copy of the following:</p> <p>(i) Commercial invoice, indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the Govt. of West Bengal, Department of H&amp;FW, the Contract number, loan number; Medical books' description, quantity, unit price and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;</p> <p>(ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the Purchaser as the <b>West Bengal Medical Services Corporation Limited</b> on behalf of the <b>West Bengal Medical Services Corporation Limited</b> and delivery through to final destination as stated in the Contract;</p> <p>(iii) Acknowledgement of receipt of Medical books by the Consignees, i.e. Consignment Receipt Certificate (CRC);</p> <p>(iv) Packing list identifying contents of each package;</p> <p>(v) Publishers' or SECOND PARTY's Warranty certificate covering all items supplied;</p> <p>(vi) Publishers' will submit a pre-shipment advisory note to purchaser &amp; consignee at least 15 days prior to the scheduled delivery of the medical books at the door step of the consignee.</p>
SCC - 2	GCC -31.1	<p><b>Add GCC clause 31.1</b> For Warranty, as per table 8. Service Up time in Warranty at <b>Section I: Instructions to Tenderers under sub-section A. Important information at a glance.</b></p>
SCC - 3	GCC - 32	<p><b>Add GCC clause 32</b> The successful bidder shall be required to undertake supplies of quantity as per schedule of requirement in phases spread over a period of 24 (twenty four) months from the date of signing of the contract.</p>

# Section IV. Schedule of Requirements

## Contents

### 1. List of Consignee

#### 1. List of Consignee

“Annexure A” at page no. 34 & 35

**Please note:**

- The Consignee Receipt Certificate (CRC) will be issued to the Vendor within 01 (one) month of the delivery at the Consignee address.



# Section V. Bidding Forms

## FORM 1

### Tender Form

(To be furnished on non-judicial stamp-paper of Rs. 100/-, affirmed before a First Class Magistrate/ Notary/ Executive Magistrate)  
(All the bidders have prepare and submit Form 1)

Date: .....

Bid Reference No.: WBMSCL/NIT-275/2022 Dated: 28.06.2022

Name of Contract: Procurement of Medical books for 6(six) new Govt. Medical Colleges & Hospitals

To  
The Managing Director,  
West Bengal Medical Services Corporation Ltd,  
Swasthya Sathi, Swasthya Bhawan Complex  
GN- 29, Sector - V, Salt Lake,  
Kolkata - 700 091

Madam/Sir,

I/We, the undersigned hereby accept all the terms and conditions of the Bid Reference No.: **WBMSCL/NIT-275/2022, Dated -28.06.2022** and its Amendments and Addendum thereto are read and accepted without any modification or condition(s). We now offer to supply and commissioning of Medical books for 6(six) new Medical Colleges & Hospital in conformity with your above referred document.

We also

1. certify that:
  - a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
  - b) The offered items are in accordance with the requirements as per Annexure A at page no. 34 & 35
  - c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents. However, the prices quoted by us and accepted by WBMSCL shall hold good and remain valid for a period of **2 (two)** years from the date of signing of the contract and no additional claims will be made on account of any price variation or fluctuation in market rates. The rate

quoted shall remain binding upon us and may be accepted at any time before the expiration of **2 (two)** years.

- d) Our company has been incorporated in accordance with the laws of \_\_\_\_\_ (insert name of country of incorporation) and governed by them.
- e) We have quoted at least 75% of total title list of the medical books as per Annexure A at Pg. no. 34 & 35 and all the quoted medical books are of latest edition as on the last date of the bid closing.
- f) We will supply the latest edition of all the medical books as on the last date of this bid closing.
- g) We will not supply any duplicate copy, back edition or damaged copy of medical books.
- h) Our Company have supplied \_\_\_\_\_nos. of the medical books.
- i) We are not currently blacklisted by any Government Department/ Government Agency in India.
- j) There is no adverse report against the medical books offered by us in any Government Department / Agency in India.
- k) We will permit WBMSCL or its representative to inspect our accounts and records and other documents relating to the bid submission.
- l) All the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, penalties shall be imposed in terms of the bid document.

2. understand that:

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

**Enclose:**

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

Name.....

In the capacity of.....

Signed .....

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

Date.....

## Form 2: CHECK-LIST

[Please fill in and include with your Bid]

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

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

**Note 3:** The documents must be submitted online during online bid submission or else the bid would be liable to be summarily rejected.

**Note 4:** The bidders should also note that after opening of the technical bids, if any document found wanting, WBMSCL shall reserve the right to allow late submission of such document at its discretion within a specified time limit.

Non statutory documents to be submitted under My Document				
Sl. No.	Activity	Yes/No /NA	Page No in the Bid	Remark
1	PAN Card			
2	GST registration Certificate (if applicable)			
3	Certificate of Enlistment (Trade License) from Local Government/ Statutory Authority as applicable OR Registration with the Registrar Of Companies, if applicable.			
4	Performance Statement Form (For the period of last three calendar years ending December 2020) - Form 5 of Section V  Submitted document should be supported with  Work order / supply order copy Proof of supply certificate /report duly signed by the medical college & hospital / health university) against the work order  OR Proof of payment against supply against the work order that the bidder have supplied medical books in Hospitals in India during the last 3 (three) calendar Years			
5	Income Tax returns for assessment year (2018-2019, 2019-2020 or 2020-2021)			
6	Tender Form as per Form 1			
7	Publishers' Authorization (If applicable) as per Form 4 of Section V			
<b>BID - A</b>				
Sl. No.	Activity	Yes/No /NA	Page No in the Bid	Remark
8	Earnest Money Deposit (EMD) (Copy of receipt of online submission of EMD)			
<b>BID - B</b>				
Sl. No.	Activity	Yes/No /NA	Page No in the Bid	Remark

9	Description of the medical books offered for <b>(Self Declaration in the agencies letter head)</b>			
10	Average Annual Turnover of the Company in medical medical books division during the last five years Financial Years (2018-19, 2019-2020, 2020-2021, 2021-22 and 2021-2022) (in INR) - to be certified by practicing Chartered Accountant as per format given in <b>FORM 7</b>			



## Form 3: Consignee Receipt Certificate (CRC)

(To be issued by consignee's authorized representative)

West Bengal Medical  
Services Corp. Ltd.

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

Date of supply by the Company Person or Courier:	
Name and Address of the Consignee:	
Name of the Medical Books supplied (duly signed 'Annexure A' at Pg. no. 34 & 35 to be attached) :	
Purchase Order / Contract No.:	
Name of the Supplier:	
No. of Medical Books supplied:	
Place of delivery point:	
Invoice No. & Date:	
Details of Entry in the Stock Register of the Medical Books supplied (duly signed photocopy of the same to be attached) :	
<p>.....</p> <p>(Signature &amp; Office Seal of authorized representative of Consignees with date ) [Name and designation of the signatory to be written capital letter]</p>	
<p>.....</p> <p>(Signature &amp; Office Seal of Head of the Institute / Hospital with date ) [Name and designation of the signatory to be written capital letter]</p>	

## ***Form 4: PUBLISHERS' AUTHORIZATION FORM***

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

*Date:*  
*NIT No.:*

*To:*  
*MD, WBMSCL*

### ***WHEREAS***

*We [insert complete name of Publishers'], who are official publishers' of [insert type of medical books manufactured], having factories at [insert full address of Publishers' factories], do hereby authorize [insert complete name of Tenderer] to submit a bid the purpose of which is to provide the following Medical books, manufactured by us [insert name and or brief description of the Medical books] and to subsequently negotiate and sign the Contract.*

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

Authorised Signatory of the Publishers' \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_

Date \_\_\_\_\_

# Form 5: PERFORMANCE STATEMENT FORM

(For the period of last three years, if applicable)

Bid no: \_\_\_\_\_

Date of Opening: \_\_\_\_\_

Name of the Firm \_\_\_\_\_

Order placed by (Full address of purchaser)*	Date	Description of ordered items	Quantity of ordered items	Value of Order	Work order / supply order submitted* (Y/N)	Proof of supply or Proof of Payment* submitted (Y/N)

Signature and seal of the Tenderer

\_\_\_\_\_

\*Work order / supply order copies to be submitted

\* Proof of supply certificate /report duly signed by the Govt. Medical College & Hospital / health university) against the work order

OR

Proof of payment against supply against the work order that the bidder have supplied medical books in any Govt. Medical College & Hospital in India during the last 3 (three) calendar Years.

## Form 6: STATEMENT OF BREAKUP OF DUTIES AND TAXES

Title of Medical books as per Annexure A at Pg. no. 34 & 35	Basic Price of 01 (one) medical books (In INR) (A)	Applicable GST (In INR) (B)	Total Price of 01 (one) medical books (In INR) (C) = (A) +(B)	Total quantity (D)	Total Price (In INR) (E)= (C) X (D)
....				18	
...					
...					
<b>Gross Price</b>					

## Form 7: TURNOVER CERTIFICATE

I certify that Average Annual Turnover of *(insert the name of the company)* in India in medical books division during the last 5 Financial Years ( 2017-2018, 2018-2019, 2019-2020 ,2020-2021 and 2021-22) is Rs..... as per the Audited Accounts of the Organization.

Signature and seal of Chartered Accountant

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## “Annexure A”

Sl. No.	Title, Author, Publisher of Medical Books	Tamralipta GMCH, Tamluk	Prafulla Chandra Sen GMCH, Arambagh	Sarat Chandra Chattopadhyay GMCH, Uluberia	Barasat GMCH	Jalpaiguri GMCH	Jhargram GMCH	Total Quantity
1	General Anatomy, Genetics, Histology & Embryology, Marjit , AP	3	3	3	3	3	3	18
2	Dissection Manual with Regions & Applied Anatomy (3 Vol. Set) , Navis, Jaypee	3	3	3	3	3	3	18
3	Practical Workbook of Human Physiology, Nageswari, Jaypee	3	3	3	3	3	3	18
4	Physiology Practical Manual for MBBS Students, 3e, Kapoor Raj, CBS	3	3	3	3	3	3	18
5	Essentials of Practical Biochemistry, Gupta, Jaypee	3	3	3	3	3	3	18
6	Manual of Practical Medical Biochemistry, Jones, Jaypee	3	3	3	3	3	3	18
7	Pathology Illustrated. IE, Roberts, Elsevier	3	3	3	3	3	3	18
8	Comprehensive Workbook of Practical Pathology, Gupta, Jaypee	3	3	3	3	3	3	18
9	Anantnarayan And Panikers Textbook of Microbiology, Kanungo, Univ, Press	3	3	3	3	3	3	18
10	Textbook of Microbiology, Baveja, APC	3	3	3	3	3	3	18
11	hospital infection Control Guidelines , Gupta, Jaypee	3	3	3	3	3	3	18
12	Hospital Sterilization, Nagaraja, Jaypee	3	3	3	3	3	3	18
13	British National Formulary March-2021, BNF, PP	3	3	3	3	3	3	18
14	Community Medicine Buster, Sarker, Jaypee	3	3	3	3	3	3	18
15	Epidemiology & Management of health Care For All, Sathe, Vora	3	3	3	3	3	3	18
16	D K Taneja's Health Policies & Programmes in India, Banerjee, Jaypee	3	3	3	3	3	3	18
17	Quest: A Comprehensive Examination Guide to UG Community Medicine. Oral & Practical, Bisoi, AP	3	3	3	3	3	3	18
18	Handbook of Health Planning & Management, Bisoi, AP	3	3	3	3	3	3	18
19	Modi's Textbook of Medical Jurisprudence & Toxicology, Kannan, Lexis	3	3	3	3	3	3	18

Sl. No.	Title, Author, Publisher of Medical Books	Tamralipta GMCH, Tamluk	Prafulla Chandra Sen GMCH, Arambagh	Sarat Chandra Chattopadhyay GMCH, Uluberia	Barasat GMCH	Jalpaiguri GMCH	Jhargram GMCH	Total Quantity
20	Principles of Forensic Medicine and Toxicology, Bardale, Jaypee	3	3	3	3	3	3	18
21	Textbook of Ophthalmology, Agarwal, Thieme	3	3	3	3	3	3	18
22	Clinics in Reproductive Medicine. Vol 4, Chakravarty, CBS	3	3	3	3	3	3	18
23	Practical Approach to Pediatric Intensive Care, Khilnani, Jaypee	3	3	3	3	3	3	18
24	Essentials of psychiatry, Goyal, WK	3	3	3	3	3	3	18
25	Drug Therapy for Psychiatric Disorders, Sagar, Jaypee	3	3	3	3	3	3	18

Bidders will have to supply the latest edition of all the medical books as on the last date of the bid closing.