

**No.A.60020/03/2010-LIBY(ACQ  
NATIONAL MEDICAL LIBRARY  
Directorate General of Health Services  
Ansari Nagar, Ring Road , New Delhi 110029  
Tel.Phpnrs: 26589128/26589370  
www.mohfw.nic.in**

**TENDER DETAILS FOR PURCHASE OF BOOKS IN THE NATIONAL MEDICAL LIBRARY**

1. PRICE PER TENDER SET Rs.500/- (Rupees Five Hundred only)
2. SCHEDULE TO TENDER NO A.60020/03/2010- LIBY(ACQN.)
3. TIME & DATE OF RECEIPT OF TENDER BY 13.00 HRS ON 14.07.2011.
4. TIME & DATE OF TENDER OPENING AT 15.00 HRS ON 14.07.2011.
5. **TENDER VALIDITY**

Tender shall remain open for acceptance for a period of 120 days from the date of Tender opening/extended date of opening (if any). Tenders received for shorter validity will be rejected.

6. **RATE CONTRACT PERIOD**

Two years from the date of issue of rate contract.

7. **PURCHASER**

THE PRESIDENT OF INDIA  
THROUGH THE DIRECTOR  
NATIONAL MEDICAL LIBRARY  
ANSARI NAGAR,RING ROAD, NEW DELHI 110029

8. **TENDERER'S ELIGIBILITY AND QUALIFICATIONS**

The tenderer shall furnish, as a part of the tender document, following documents establishing their eligibility to tender and qualification to perform the contract if its tender is accepted.

(A) Latest and valid income tax clearance certificate(ITCC)/ITR (not older than one year as on tender opening date)

(B) Name and address of bankers with satisfactory bankers report regarding tenderers financial capability for doing business worth Rs.10 lakh(Rupees Ten lakhs only) in one year.

© At least 3 years experience in supply of scientific/technical/medical books, reports and Serials(Indian and Foreign) to large libraries, Government of India libraries. (Attach Certificate from 3 libraries served)

(D). The existing vendors who are not in a position to supply more than 75% of the books ordered to them, will not be allowed to submit the tender in future.

#### **9. TENDERS SECURITY /EARNEST MONEY DEPOSIT**

Tenderer shall furnish along with their tender, a tender security for Rs.50000/- (Rupees Fifty thousand only) valid for 150 days from the tender opening date in the form of crossed Demand draft in favour of Pay and Accounts Officer, SJH, New Delhi/Bank Gurantee (proforma enclosed/fixed deposit receipt. Failure of the tenderer to furnish required earnest money deposit along with their tender will result into the rejection of their tender. The tender security is required to protect the purchaser against risk of tenderer's conduct which would warrant the security's forfeiture if:

(A)A tenderer withdraws its tender or impairs or derogates from the tender in any respect during the period of tender validity as specified by the purchaser, or

(B)In the case of a successful tenderer, if the tenderer fails to sign the contract, or fails to furnish performance security.

Unsuccessful tenderer's tender security will be discharged/returned as promptly as possible after the expiration of the period of tender validity prescribed by the purchaser but not later than 30 days of the award of rate contract. No interest is payable on the tender security amount.

#### **10.DETAILS OF REQUIREMENTS:-**

Supply of books, reports, serials and similar monographic publications (excluding periodicals and journals) published/issued by the publishers(as per list at Annexure-A) on order or on approval basis.

#### **11.PRICE SCHEDULE AND PAYMENT TERMS:-**

(A) Tenderers should quote rate of discount(in percentage) offered in publishers' price in Annexure-A. Director, NML does not bind herself to accept the lowest bid (if it is unreasonable) or any tender and also reserves the right of rejecting all or any of the tender without assigning any reason.

(B) The current bank exchange rate(TT selling rate) on the date of ordering shall be used for conversion of foreign currencies supported by a certificate issued

(C) by a scheduled bank and countersigned by the supplier. All payments will be made in Indian rupees only through account payee cheque.

- (D) Net payable price will be the publishers price less discount offered.
- (E) Bill/invoice in triplicate in the name of Director, National Medical Library, pre-receipted (on revenue stamp, if necessary) quoting order number and date are to be sent to NML for payment. All payments(100% payment) will be released only after the entire supply has been received to the satisfaction of purchaser.
- (E) The bill/invoice should bear the certificate from the supplier that only latest edition(s)has been supplied and that the prices have been charged correctly and in accordance with the latest publishers catalogue/invoice or importer/distributors invoice. Copy of such invoice /catalogue by the supplier should be submitted along with the bill.

## **12.TERMS OF DELIVERY:-**

Free delivery at National Medical Library, New Delhi.

## **13. DELIVERY PERIOD :-**

- (A) Serial will be procured on standing order basis and therefore should be supplied as soon as published or become available in the market but not later than 15 days after their availability in the market.
- (B) Books received on approval basis will be finalized within 60 days of the receipt in NML.
- (C) All orders(except standing orders) placed by NML will be supplied within 30 days . For the books to be imported from foreign publishers, the supplies should be completed within 60 days of placing order. The supplier should inform in writing to the purchaser about all such books and their probable date of supply.

## **4. PERFORMANCE SECURITY (SECURITY DEPOSIT)**

Within 15 days of placement of the supply order against the rate contract, supplier shall furnish performance security for an amount in rupees equivalent to 5%(five percent) of the value of the supply order in the form of a bank

guarantee (proforma enclosed) or fixed deposit receipt for 60 days after the delivery period of the supply order. The performance security will be

discharged/returned within 30 days of completion of the supply order. No interest is payable on the security deposit.

**15. PENALTY CLAUSE:-**

(A) For delays-if the supplier fails to supply- books, reports, serials as ordered to them within the time period specified in the contract, the purchaser shall deduct from contract price a sum equivalent to 0.5 percent of the price of delayed items for each week of delay or part thereof until actual delivery up to a maximum of 10(ten percent). Once the maximum reached, the purchaser may consider termination of the contract.

(B) Termination for default the purchaser may, without prejudice to any other remedy or breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part if the supplier fails to deliver any or all publications ordered to him within the time period specified the contract, or if the supplier fails to performance other obligation(s) under the contract. In the event of the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate undelivered books, reports, serials and similar publications and similar publications and the supplier shall be liable to pay for any excess costs for such publications. However, the supplier shall continue performance of the contract to the extent not terminated.

( C) Force majeure the supplier shall not be liable for (A) and (B) above, if its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure(means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable). Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity , wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. The supplier shall promptly notify the purchaser in writing of such conditions and the causes thereof.

**16. AUTHORITY PLACING THE SUPPLY ORDERS:-**

On award of rate contract on the basis of this tender, the supply orders as and when required during the currency of the rate contract period shall be placed by the Director, National Medical Library, New Delhi on the supplier.

**17. INSPECTION**

Books, reports, serials and other publications will be accepted only after the inspection at the National Medical Library by :

INSPECTION AUTHORITY- DIRECTOR  
NATIONAL MEDICAL LIBRARY  
NEW DELHI OR  
AUTHORIZED REPRESENTATIVE

18. Tenderers are required to comply with the above requirements and submit their tender complete in all respects and submit following documents along with the tender by the due date and time in sealed cover super scribing "Tender For Supply Of Books in NML":-

- (A) Schedule to tender No.A.60020/03/2010-LIBY(ACQN.) along with Annexure –A duly filled and signed.
- (B) Tender security/earnest money deposit
- (C) Latest ITCC/ITR and banker's report
- (D) Certificate from 3 libraries served

**19.LATE TENDERS:**

Any tender received by the purchaser after deadline for submission of tender prescribed by the purchaser, will be rejected and/or returned unopened to the tenderer.

**20. MODIFICATION AND WITHDRAWAL OF TENDERS :-**

(A) Provided at written notice of the modification or with drawl is received by the purchaser prior to the deadline prescribed for submission of tenders.

(B)The tenderer's modification or with drawl notice shall be prepared sealed, marked and dispatched in accordance with the provisions of tender notice a with drawl notice may also be sent by telex or fax or cable but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.

(C) No tender may be modified subsequent to the deadline for submission of tenders.

(D) No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. With drawl of a tender during the interval may result in the tenderer's forfeiture of its security.

**21.** Tenders not meeting any/ all of the aforesaid requirement(s) shall be rejected.

**22.** The purchaser reserves the right to accept or reject any tender and to annual the tendering process and reject any of all tenders at any time prior to award of the rate contract, without thereby incurring and liability to the affected tenderers or tenderers or any obligations to inform the affected tenderers or tenderers of the grounds for the purchaser's action.

**23. RESOLUTION OF DISPUTES**

In case of a disputes or difference arising between supplier and purchaser relating to any matter arising out of or connected with the contract, such dispute or difference shall by referred to the sole arbitration of an officer in the Ministry of law, appointed to be the arbitrator by the Director General of Health Services. The award of the arbitrator shall be final and binding to the parties concerned.

Signature of Tenderer

Name in block letters:-----

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Capacity in which  
Tender is signed-----

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Address in full-----

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Telephone No.-----

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ANNEXURE-A

<b>S.No.</b>	<b>NAME OF PUBLISHER</b>	<b>Discount %</b>
1.	American Academy of Ophthamology	
2.	American College of Obs.& Gyne.	
3.	American Pharmaceuticals Association	
4.	American Psychiatry Publishing	
5.	American Psychological Association	
6.	Annual Reviews INC	
7.	American Society of Microbiology Press	
8.	ASPEN	
9.	ARNOLD Publisher	
10.	BIOS Scientific Publisher	
11.	BIRKHAUSER	
12.	BLACKWELL Publishing	
13.	BMJ Publishing Group	
14.	CRC Group (including Parthenon Pub., Chapman Hall, Lewis Pub., St. Lucie Press, AUERBACH Publications)	
15.	Cambridge University Press	
16.	CC Thomas	
17.	Cold Spring Harbour Lab. Press	
18.	Elsvier Science & Technology/Elsvier Health Group(including North Holland Publishing,Excerpta Medica, Academic Press,BC Dekker,Balliere Tindall Butterworth Heinmann, Chrchill Livingstone, GW Medical Publishi,Hanley & Belfus, Harcourt,Morgan Kaufmann, Mosby, Pergamon Press,WB Saunders, Syngress Media,Wright	
19	F.A. DAVIS	
20	Futura Publishing	
21.	George Thieme/Thieme publishing	

22.	Greenwich Medical Media	
23.	Harvard University Press	
24.	Harwood Academic	
25	Humana Press	
26	Indian Publication (in English)	
27	ISIS Medical Media	
28.	John Wiley/Wiley –VCH/Wiley-Lis/Jossey-Bass/Wiley-Interscience	
29	Kluwer Academic Publisher/Plenum Press	
30	Lippincot-Williams Wilkins	
31	Marcel Dekker	
32	McGraw Hill/Appleton & Lange	
33	Nature Publishing Group/Mec Millan	
34	Other Publishers (Foreign)	
35	Oxford University Press	
36.	Pharmaceutical Press	
37	Prentice Hall	
38	Publication in Indian Language	
39	Quintessence Press	
40	S.Karger	
41	Sage Publisher	
42	Slack Incorporated	
43	Springer Verlag	
44	Taylor & Francis Group; (including UCL Press Spon Press Routledge, Psychology Press, Martin Dunitz, Garland Science Europa Publication, Carfax, Brunner – Routledge, Guilford Press	
45	W.H.Freeman	
46	Govt. Publication/No discount titles	



**PERFORMANCE SECURITY FORM (BANK GURANTEE)**

To

**The President of India,  
(Through)  
Director,  
Ansari Nagar, Ring Road,  
New Delhi-110029.**

WHEREAS-----  
------(name and address of the supplier) (hereinafter called “the supplier” )  
has undertaken, in pursuance of contract No.-----  
Dated -----2011 to supply books, reports, serials and similar  
monographic publications (hereinafter called “ the contract”. )

AND WHEREAS it has been stipulated by you in the said contract that the  
supplier shall furnish you with a bank guarantee by a recognized Nationalised  
bank for the sum specified therein as security for compliance with its obligations  
in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to  
you, on behalf of the supplier, up to a total of-----  
------(amount) of the guarantee in words & figures), such sum being payable  
in the types and proportions of currencies in which the contract price is payable,  
and we undertake to pay you, upon your first written demand declaring the  
supplier to be in default under the contract and without cavil or argument , any  
sum or sums within the limits of (amount of guarantee) as aforesaid, without  
your needing to prove or to show grounds or reasons for your demand or the sum  
specified therein.

We hereby waive the necessity of your demanding the said debt from the  
supplier before Presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract  
to be performed thereunder or of any of the contract documents which may be made between you  
and the supplier shall in any way release us from any liability under this guarantee and we hereby  
waive notice of any such change, addition or modifications This guarantee shall be valid  
until the date of issue of the acceptance certificate issued by purchaser’s  
representative.

This guarantee shall be remain valid up to a period 60 days beyond the validity  
of the contract.

Place:  
New Delhi:

Signature and seal of the guarantor

**TENDER SECURITY/ EARNEST) MONEY FORM (BANK GUARANTEE)**

Whereas \_\_\_\_\_ (name of tenderer) (bereinafter called “the tenderer”)

has submitted his tender dated \_\_\_\_\_ (date) for the supply of books, reports, serials and similar monographic publications (hereinafter called “the publications”.)

KNOW ALL MEN by these present that we \_\_\_\_\_ of \_\_\_\_\_ having registered office at \_\_\_\_\_

(hereinafter called “the bank”) are bound unto the president of India through Director, National Medical Library, Ansari Nagar Ring Road, New Delhi (hereinafter called “the Purchaser”) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said purchaser,

Sealed with the common seal of the said bank this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

THE CONDITIONS of this obligations are:

- 1 .If the Tenderer withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender form or
- 2 .If the Tenderer, having been notified of the acceptance of its tender by the purchaser during the period of tender validity
  - a. fails or refuses to execute the contract form, if required or
  - b. fails or refuses to furnish the performance security, in accordance with the instructions to Tenderer, we undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it, is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 60 (sixty) days after the period of. Tender validity or as it may be extended by the purchaser, notice of which extension(s) to the bank is hereby waived and any demand in respect there of should reach the bank not later than the above date.

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature of the bank

SEAL

Witness \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Signature name & address)