



ALL INDIA INSTITUTE OF MEDICAL SCIENCES, PATNA

(An Autonomous body under MoHFW, Govt. of India)

Tender No: AIIMS/Pat/Tender/RC/Central Library/2016/517

Dated: 31/01/2018

**TENDER DOCUMENT OF
RATE CONTRACT
FOR SUPPLY OF BOOKS
FOR CENTRAL LIBRARY
OF AIIMS PATNA**

DATE OF ISSUE OF TENDER FORM WITH DOCUMENT	: From 31/01/2018
DATE & TIME FOR SUBMISSION OF DOCUMENT	: From 31/01/2018 to 23/02/2018 up to 13:00 hrs
DATE OF PRE-BID MEETING	: On 09/02/2018 on 13:00 hrs
DATE & TIME FOR OPENING OF TENDER DOCUMENT	: On 23/02/2018 at 13:30 noon



ALL INDIA INSTITUTE OF MEDICAL SCIENCES, PATNA
(An Autonomous body under MoHFW, Govt. of India)

No. AIIMS/Pat/Tender/RC/Central Library/2016/517

Dated: 31/01/2018

“Notice Inviting Tender for Rate Contract of Books fro Central Library at AIIMS Patna”

1. All India Institute of Medical Sciences, Patna (AIIMS Patna) invites bids for procurement of medical & nursing books for Central Library of AIIMS Patna on rate contract basis from reputed companies/ firms/ individuals etc. those are in the business for the last five years. Accordingly, sealed tenders are invited latest by 23/02/2018 up to 14:00 noon.

2. Complete Tender Document may be obtained from the Administrative Office, AIIMS, , Patna, Bihar - 801507 on all working days from 03.00 PM to 5.00 PM from 31/01/2018 to 23/02/2018, by depositing a Demand Draft for Rs. 1500/= (One Thousands Five Hundred only) payable at Patna and drawn in favour of “AIIMS Patna”. It can also be downloaded from the website of AIIMS,Patna www.aiimspatna.org and Central Public Procurement Portal (CPPP): www.eprocure.gov.in and Government e-Marketplace (GeM) till 23/02/2018 up to 13.00 hrs. The bidders using the tender form downloaded from the website shall enclose a Demand Draft for Rs. 1500/= (One Thousands Five Hundred only) payable at Patna and drawn in favour of “AIIMS, Patna”.

3. The interested Companies/Firms/Agencies may send their bid complete in all respect along with Earnest Money Deposit (EMD) Rs. 2,00,000/- (Rupees Two Lacs only) in the form of Demand Draft issued in favour of AIIMS, Patna, drawn on any scheduled bank payable at Patna and other requisite documents to the undersigned duly superscripted “*Bid for Tender No AIIMS/Pat/Tender/RC/Central Library/2016/517*” before 13.00 hrs on 23/02/2018. The bids received after this deadline shall not be entertained under any circumstances whatsoever. In case of postal delay this Institute will not be responsible.

NOTE : The EMD and Tender Fee draft should be put in the envelope containing Technical Bid failing which the tender shall be rejected forthwith.

4. The sealed envelopes are to be deposited in the tender box placed at the Administrative Office AIIMS, Patna or may be sent through registered/speed post addressed to The Director, All India Institute of Medical Sciences, Patna – 801 507. **Bids sent by COURIER will not be entertained.**

5. Bids will be opened on 23/02/2018 at 13:30 noon in the presence of bidders or their authorized representatives who wish to participate in the bidding process. If the opening date happens to be a closed day/holiday, the tender will be opened on the next working day.

6. Any future clarification(s) and / or corrigendum(s) shall be communicated by the Faculty In-charge, Procurement Cell through the website www.aiimspatna.org and Central Public Procurement Portal (CPPP): www.eprocure.gov.in and Government e-Marketplace (GeM).

7. AIIMS Patna reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document including quantity/amount of items to be supplied or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director, AIIMS Patna in this regard shall be final.

(Administrative Officer)
AIIMS Patna

GENERAL INSTRUCTIONS TO THE TENDER

1. **Manner of Submission of Tender:** The bidding should be done on two bid method viz 1) Technical Bid & 2) Commercial / Price Bid. The bidders should ensure that the Technical bid complete in all respect and containing the required enclosures (attested Photocopy) is sealed in a separate envelop and the commercial bid sealed in a separate envelop & both the sealed envelopes are kept and sealed in a suitable size of envelop. All envelop will be address to The Administrative Officer, AIIMS, Patna. The Sealed Technical bid Envelop of all bidders will be opened first. Only the Commercial bids of those who have furnished all the valid documents will be opened. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
2. **Language:** The language of the Tender shall be in English.
3. The tender Document can be downloaded from the website of AIIMS Patna i.e. www.aiimspatna.org and Central Public Procurement Portal (CPPP): www.eprocure.gov.in and Government e-Marketplace (GeM). The Technical bid must accompany with the tender fee of Rs. 1,500/- in form of Demand Draft in favour of AIIMS Patna. The tender document fee is non-refundable, non-adjustable and non-transferable and is payable through a demand draft on any scheduled bank drawn in favour of the **"AIIMS Patna" payable at Patna.**
4. The Tenders should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. **The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on agency's letter head.**
5. Documents to Accompany Tender: The Tenderer shall submit the Documents mentioned in the clause 14 of General Instructions to the Tender.
6. The Contracts concluded as a result of this Tender Inquiry shall be governed by the 'Terms & Conditions' and other relevant instructions as contained in this Tender Document.
7. Bidders are requested to enclose a copy of their valid certificate of PAN No., GST Registration or any other document as requested by the Institute with their tender.
8. Tenders received without Tender Fee and EMD amount by way of demand draft in favour of AIIMS, Patna will not be considered at all.
9. Refund of Earnest Money Deposit: The EMD submitted by unsuccessful bidders shall be returned to them without any interest whatsoever, within 15 to 90 days after conclusion of the contract with successful bidder. The EMD submitted by successful bidders shall be returned to them after the successful bidder deposits the performance security according to conditions stipulated in the bid document.
10. Bidders may note that if the date of tender opening given in this Tender Document is declared to be a gazette holiday, the tender shall be opened on the next working day at the

same timing. In such an event the closing hours for receipt of tenders in AIIMS will stand automatically extended up to 12.00 hours of the next working day in the Government offices.

11. Late/delayed tenders received in AIIMS due to any reason whatsoever will not be accepted under any circumstances.
12. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason, or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of AIIMS Patna www.aiimspatna.org and Central Public Procurement Portal (CPPP): www.eprocure.gov.in and Government e-Marketplace (GeM). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.
13. Tendering firms are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the Schedule. **The name and address of the representative authorized to attend the opening of the tender on behalf of a tendering firm should be indicated in the tender. The representative so deputed should also bring with him a letter of authority from the firm for having been authorized to be present at the time of opening of tender. Only one representative per firm shall be permitted to attend the opening of the tender.** The name and address of permanent representative of the firm, if any, should also be indicated in the tender. Representatives of firms who have not submitted the tender or representatives not possessing authority letter from the bidders or outsiders shall not be allowed to attend the tender opening process.

14. DOCUMENTS COMPRISING THE BID:

The bids prepared by the bidder shall comprise of (1) The Technical Bid and (2) Financial Bid:

TECHNICAL BID: - To qualify in the Technical bid the firm should have the minimum eligibility criteria; the firm in this regard should submit the following documents –

- (a) Copy of constitution or legal status of the sole proprietorship/ firm/company etc.
- (b) Financial status: - The annual turnover during last 3 years ending 31st March 2017 of the firm should not be less than Rs. 3 Crore per annum. Copies of profit & loss account and balance sheets for the last three years should be enclosed.
- (c) The Vendor must attach the proof of authorized distributor of the reputed medical publisher.
- (d) The bidders should be having the experience of supplying books to at least 2 Govt. Medical College/Hospital for the last 3 years. Enclose order copies for the same.
- (e) At least two customers' feedback forms stating be quality of work and overall feedback issued by any Govt. medical Colleges/ central government organizations.

- (f) The bidder should be a publisher registered in India or should be 100% subsidiary in India of parent company or agent/distributor of the publisher if any. Joint ventures are not accepted. He should have satisfactorily completed/under process of book supply work as mentioned in the tender document during the last five years ending last day of the month March 2017.
- (g) The technical bid should be accompanied by demand drafts for bid security of the amount equal to sum of EMD amount as mentioned against each item applied for (refundable).
- (h) Copy of Income Tax Return Filed Acknowledgements for last Three years.
- (i) Copy of PAN Card.
- (j) Copy of GST registration certificate and return thereof for last three years.
- (k) The bidder must have adequate experience for supply/ execution of similar work in Govt. medical Colleges/ central government organizations. Necessary supporting documents like work orders for last five years to this effect must be submitted along with the offer.
- (l) Price List of different Publishers must be attached with the technical bid. In order to arrive at the cost of books after discount this price list will be refereed by the institute.
- (m) Notarized Affidavit for non-conviction/blacklisting.

FINANCIAL BID: -

- (a) Offer of consolidated discount.

15. SUBMISSION OF BIDS

15.1 SEALING AND MARKING OF BIDS: The bidder shall wax seal the Technical and Financial Bids in separate envelopes and keep them in a bigger wax sealed envelope. The Technical Bid shall bear the name "TECHNICAL BID OF Tender No. AIIMS/Pat/Tender/RC/Central Library/2016/517" on the envelope, while the Financial Bid shall bear the name "FINANCIAL BID of Tender No. AIIMS/Pat/Tender/RC/Central Library/2016/517" on the envelope for avoiding any mismatch.

15.2 The bigger envelope containing technical and financial bids in separate envelopes shall be:

- (a) Addressed at the following address:
Administrative Officer,
All India Institute of Medical Sciences,
Medical College Building,
Phulwarisharif, Patna – 801 507.
- (b) All the envelopes shall bear the Tender name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- (c) The envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared 'late' or rejected.

- (d) Bids shall be delivered in person and shall be dropped in the tender box placed in the Administrative Officer, AIIMS Patna or shall be sent by Registered/Speed Post. **Bids sent by COURIER will not be entertained.** The Purchaser shall not be responsible if the bids are delivered elsewhere.
- (e) Venue of Tender Opening: Tender will be opened in the Administrative Officer, AIIMS Patna at 12.30 hrs.' on the due date. If due to administrative reason, the venue/ time of bid opening is changed, it will be displayed prominently on the notice board of the Institute as well as in the Administrative Officer, AIIMS Patna.

16. BID PRICES:

Consolidated discount for medical, nursing and related books of both foreign and Indian publishers should be given on maximum retail price (MRP). Bidder should quote discount separately for Indian/ foreign publishers.

17 TECHNICAL EVALUATION:

- 17.1 Detailed technical evaluation shall be carried out by Technical Evaluation Committee pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.
- 17.2 The technical evaluation committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion/presentation.
- 17.3 Financial bids of only those bidders who qualify the technical criteria will be opened, provided all other requirements are fulfilled.
- 17.4 A bid determined as substantially non-responsive will be rejected by the Institute and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.
- 17.5 AIIMS shall have right to accept or reject any or all tenders without assigning any reasons thereof.

18 FINANCIAL EVALUATIONS AND COMPARISON OF SUBSTANTIALLY TECHNICAL RESPONSIVE BIDS:

- 18.1 The financial bid shall be opened of only those bidders who have been found to be technically eligible as enumerated under clause 15. The financial bids shall be opened in

presence of representatives of technically eligible bidders, who may like to be present. The Institute shall inform the date, place and time for opening of financial bid.

18.2 The Financial Bids of unsuccessful bidders would not be opened and destroyed.

18.3 The AIIMS Patna does not bind himself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted. The AIIMS Patna reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.

19 AWARD OF CONTRACT: PLACEMENT OF ORDER

The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable and whose goods type have been approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s), against price(s) quoted by any bidder?

20 PERFORMANCE BANK GUARANTEE & EXECUTION OF CONTRACT:

20.1 Firm whose offer is accepted will have to furnish Performance Bank Guarantee of an amount equal to Rs. 6,00,000/- (Rupees Six Lakhs Only), in favor of AIIMS Patna issued by any scheduled bank.

20.2 The performance Bank Guarantee submitted should be valid for 1.5 years (18 months).

20.3 The Performance Bank Guarantee shall be refunded within 15 to 90 days after completion of the contract as per order, or after the expiry of contract on satisfactory completion of the same whichever is later.

20.4 No interest will be paid on Performance Bank Guarantee/ Earnest Money Deposit.

20.5 In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of security deposit shall be liable forfeited by AIIMS Patna and his decision shall be final.

20.6 The expenses of completing and stamping the agreement shall be paid by the bidder.

TERMS & CONDITIONS OF THE CONTRACT

1. The firm / agency must have requisite trade and other licenses to do the business of Book Supply for which the bid is being made.
2. **Earnest Money Deposit:** Each Tender must be accompanied with "Earnest Money Deposit" in the form of Demand Draft, as mentioned in the Notice Inviting Tender.
3. **Forfeiture of Earnest Money:-**
 - a) If the Bidders withdraw their Bids after opening of the same or the successful bidders withdraw their Bids after approval of their rates.
 - b) If the successful bidders fails supply or refused either partial or total offer (Acceptance) made by The Chairman, Central Library, AIIMS Patna.
4. **Return of Earnest Money :-**
 - a) After finalization of the Tender, the deposited Earnest Money will be returned back to the unsuccessful bidders.
 - b) On receipt of Security Deposit, the deposited Earnest Money will be returned back to the successful Bidders.
5. **Deposition of Security Money:** - The Selected bidders must deposit the requisite amount of Security Money (10% of the approximate value of accepted items) within the stipulated date specified in the acceptance letter. The approved firm shall deposit the Security Money in the form of Demand Draft/Bank Guarantee payable at Patna duly pledged in favour of AIIMS, Patna.
6. **Forfeiture of Security Money :-**
 - a) In the event of failure to supply of Books as per Work Order within the stipulated period, the security deposit may be forfeited.
 - b) In that event, supply of the said Books may be taken from the next lowest bidder vide the same Work Order at contractors risk and cost without any farther reference, so that the loss incurred would be recoverable from the Security Deposit of the said contractor or from any sum due of which may become due to the contractors.
 - c) If any books is damaged by the approved firm, cost of the same will be deducted from the deposited Security money of the contractor.
7. **Refund of Security Deposit** - After successful completion of entire supply Security Deposit will be refunded within the six months if not extended for further period.
8. **Submission of Documents:-**
 - a) Each Tender must accompany attested photocopy of Pan Card, GST Registration Certificate and Experience Certificate.
 - b) The bidder must submit attested photocopy of Income Tax, Sales Tax / VAT / GST and Service Tax return of last three years.
 - c) In case of SSI/NSIC unit, current SSI/NSIC certificate must be deposited by the bidder along with his Tender which is issued in favour of the bidder for this type of jobs the

bidder is exempted from submitting EMD & Tender Fee.

9. Submission of the Tender:-

- a) Bidder at their own cost shall have to submit Tender at the office of Administrative officer, AIIMS Patna within the schedule date and time as mentioned in the Tender Notification No. **AIIMS/Pat/Tender/RC/Central Library/2016/517**.
- b) The said sealed documental bids will be opened by the Tender Purchase Committee in presence of the Bidders or representative of the Bidders who may be present in the opening date & time.

10. Discounts :-

- a) **Discounts** should be clearly quoted as per price bid format attached with the tender document.

11. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of absence of any partners, it must be signed on his behalf by a person holding "Power of Attorney" authorizing him to do so. Such "Power of Attorney" is to be produced with the Tender and in the case of the firm, carried on by one member of Joint Family, it must be disclosed that the firm is duly registered under the 'Indian Partnership Act'.

12. Necessary proof as to the financial status of the individual and firm tendering is to be attested and submitted.

13. Tender Form with all the relevant papers in details shall be essential part of the Tender.

14. Before submission of the Tender, the bidder shall sign each page of his Tender and all of its relevant papers with date. The additional alternative and or subtractive clause (if any) shall also to be signed by the bidder.

15. Delivery: Delivery period for all item will be 45 days from the date of issue of supply order. At least 90% of ordered quantity must be supplied by the vendor.

16. Liquidated Damage:

- a) In the event of the Supplier's failure to submit the Bonds, Guarantees and Documents, supply the article, etc. as specified in this contract, the Buyer may at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered, stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

- b) At least 90% of ordered books (as per title) must be supplied by the vendor failing which the same percentage of amount will be deducted from the bill value by which percentage of supplied quantity falls short. Amount deducted will only be paid to the vendor on completion of at least 90% supply.

17. Warranty: - The all Books should be good condition and latest edition and original copy published by the publisher (not pirated).

18. Payment: - Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms and conditions of contract in the following manner.

Part payment will be made only if more than 50% of the ordered items were supplied by the vendor and at the time of payment deduction as mentioned in the liquidated damage clause above will be made.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

a) On delivery:-

- i) 90% payment of the contract price shall be paid on receipt of books in good condition and upon the submission of the following documents:
- ii) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- iii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee;
- iv) Two copies of packing list identifying contents of each package;
- v) Affidavit stating that all the books supplied are of latest edition and original (not pirated).
- vi) Inspection certificate issued by the nominated person/committee/agency, if any.

b) On Acceptance: -

Balance 10% payment would be made against 'Final Acceptance Certificate' of goods to be issued by the consignee subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

Or

100% after acceptance of goods along with the documents quoted above.

19. Validity of Price: - Minimum up to one year from date of tender submission and it should be extendable.

20. Acceptance of highest quoted discount is not obligatory.

21. The AIIMS Patna reserves all rights to accept or reject any Tender without showing any reason.

22. The Tender, submitted by the firm who have already been declared as Black Listed or whose contract was terminated for dissatisfactory supply.

23. Submission of the Tender by a bidder shall be taken to signify his acceptance of the above terms and conditions. Alterations, overwriting or erasures of any terms and conditions are not permitted.

24. Canvassing in any form is strictly prohibited and the bidders who are found canvassing are liable to have their tenders rejected out rightly.

25. Penalties for non-performance: The penalties to be imposed, at any stage, under this tender are;

- a) Imposition of liquidated damages,
- b) Forfeiture of EMD/performance security,
- c) Termination of the contract,
- d) Blacklisting/debarring of the bidder

26. **Period of Contract:** The consolidated discounts offered by the bidder must be valid for the period of one year from the date of award/signing the contract. The period of contract may be extended by the institute based on satisfactory performance of the bidder on mutual consent.

27. Termination of Contract

- a) Termination for default: - The Institute, without prejudice to any other contractual rights and remedies available to it (the Institute), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful Bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Institute.
- b) In the event of the Institute terminates the contract in whole or in part, the Institute may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Institute for the extra expenditure, if any, incurred by the Institute for arranging such procurement.
- c) Unless otherwise instructed by the Institute, the successful bidder shall continue to perform the contract to the extent not terminated.
- d) **Termination for insolvency:** If the successful bidder becomes bankrupt or otherwise insolvent, the Institute reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful Bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and or will accrue thereafter to the Institute.
- e) **Termination for convenience:** - The Institute reserves the right to terminate the contract, in whole or in part for its (Institute) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Institute. The notice shall also indicate interilic, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

28. Resolution of disputes:-

a) If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

b) 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/Consignee or the supplier may give notice to the other party of its intention to commence arbitration.

Administrative Officer
AIIMS, Patna

I/We submit this tender after reading the tender notice, instruction of terms and conditions contained herein and accepted by me/us.

Dated:

Address:

Mobile Number:

Signature of the bidder

(with seal)

TECHNICAL BID FORMAT

1	Name of the firm/ Society/ Company/ Proprietary Concern	
2	Address of registered office	
4	Telephone Nos. Fax E-mail Address	
5	Earnest Deposits money (EMD) Yes/No	
6	EMD Details	
	Demand Draft No.	
	Dated	
	Amount (In Figures)	
	Amount (In Words)	
7	Copy of constitution or legal status of the sole proprietorship/ firm/company etc.	
8	Status of Bidder whether 100% subsidiary in India of parent company or agent/distributor of the publisher (attach proof thereof)	
9	Banker of Company/ Firm/agency with full address Telephone Number of Banker	
10	PAN / GIR No. (Attach attested copy)	
11	GST Reg. No. and Return thereof for last three years. (Attach attested copy)	
12	Details of clients along with address, telephone and Fax numbers, Amount of contract, Duration of contract (Attach a separate sheet)	
13	Copy of Income Tax Return Filed Acknowledgements for last Three years.	

14	Proof of financial status in form of Audit Report, Balance Sheet, Profit & Loss A/c along with all the schedules etc. For the last three financial years. Annual turnover of last three years at least Rs. 3 Crore.	
15	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
16	The Vendor must attach the proof of authorized distributor of the reputed medical publisher.	
17	Experience of supplying books to at least 2 Govt. Medical College/Hospital for the last 3 years. Enclose order copies for the same.	
18	Two customers' feedback forms stating be quality of work and overall feedback issued by any Govt. medical Colleges/ central government organizations.	
19	Satisfactorily completed/under process of book supply work as mentioned in the tender document during the last five years ending last day of the month March 2016.	
20	Price List of different Publishers must be attached with the technical bid.	
21	Enclose an affidavit duly certified by (enclosed/ Not enclosed) the notary at the location of the Agencies/Headquarters Patna that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc.	

(Signatures of the authorized signatory with seal of tendering firm)

Date:

Name:-

Place:

Address:-

Mob. No. -

PRICE BID FORM

To,
The Administrative Officer,
AIIMS Patna

Dear Sir,

1. I/Wesubmitted the bid for Tender No. AIIMS/Pat/Tender/RC/Central Library/2016/517 dated 31/01/2018 of AIIMS Patna.
2. I/We thoroughly examined and understood instructions to tenders, scope of work, terms & conditions of contract given in the tender document and those contained appendix of Terms & Conditions of contract and agree to abide by them.
3. I/We hereby offer to supply at the following rates. I/We undertake that I/We are not entitled to claim any enhancement of rates on any account during the tenure of the contract.

Sl. No.	Particulars	Quotes in % (In figures)	Quotes in % (In Words)
1	Percentage discount on MRP for books of Indian publishers		
2	Percentage discount on MRP for books of Foreign publishers		

Date:

Signature of Authorised Person:

Name:

Place:

Designation:

Name of Firm/Company/Agency:

Contact Details:

Seal of Firm/Company/Agency:

Note:

- I) No other charges would be payable by the Institute.
- II) There would be no decrease in quoted discount rate during the Contract Period.

CONTRACT FORM

STAMP PAPER OF Rs. 1000/-

Contract No. **Dated**

This is in continuation this office's Notification of Award No. **dated**

1. Name and Address of the Contractor :-
2. Purchaser's Tender Enquiry Document No. dated and subsequent amendments no..... dated (if any) issued by the purchaser.
3. Contractor's Tender No. dated and subsequent communications no..... dated exchanged between the Contractor and the purchaser in connection with this tender.
4. This agreement is made this day.....between,Reg office at herein after called " Contractor" the first party which expression shall include his heirs, executors and administrators/ their successors and AIIMS Patna, herein after called "AIIMS", the second party, acting through Administrative Officer, AIIMS, Patna, herein after include his successors and assignees, shown as under :-
5. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - a) General Instructions To The Bidder
 - b) Terms & Conditions of Contract
 - c) Tender Form furnished by the Contractor
 - d) Price list of the books submitted by the contractor with the technical bid
 - e) Price Schedule (s) furnished by the Contractor in its tender
 - f) Purchaser's Notification of Award
6. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - a) Brief particulars of the goods and services which shall be supplied/ provided by the Contractor are as under:

SI No.	Brief description of goods/services	Consolidated Discount Offered	Quantity to be supplied	Unit Charges	Total Charges

Any other additional services (if applicable) and cost thereof: _____

b) Total value (in figure) _____ (In words) _____

c) Details of Performance Security _____

7. The Performance Security would be encashed by second party in case first party fails to deliver services and/or breaches terms & condition of the aforesaid tender document
8. Any notice/direction given under the terms of this agreement shall be considered to be duly served if the same have been delivered to, left for or dispatched by Registered Post to the Contractor at his last known address. Any notice to be given to the AIIMS shall be considered as duly served if the same is delivered to left or dispatched by the Registered Post by the said to Director, AIIMS, Phulwarisharif, Patna, Bihar - 801507. Any notice so posted shall be prima facie proof of service at the expiration of the time in which in the ordinary course of post it would have reached the address to which it was sent.
9. That all the expenses for the preparation and execution of this deed including the stamp duty and conveyance fee shall be payable by the Contractor.
10. In accordance with the Tender document No. this agreement is effective till, as in the bid document as decided upon to do so by the second party on the same terms, conditions and rate.
11. Signature and legal addresses of the contracting parties:

In witness where of the parties here to have hereunder set their respective hands the day and the year above written.

Contractor

AIIMS Patna

For & on behalf of

For & on behalf of AIIMS, Patna

M/s _____

Administrative Officer

(Name & Designation)

AIIMS, Patna

Address:.....

Address:.....

.....

.....

(Seal)

(Seal)

Witnesses:

1.

2.

AFFIDAVIT
(On Non-Judicial Stamp paper of Rs. 100)

I, _____ Son / Daughter / Wife of
Shri _____ resident of _____ Proprietor/Director
authorized signatory of the agency/Firm (M/s _____), do hereby solemnly affirm and
declare as follows:

1. I am authorised signatory of the agency/firm and is competent to sign this affidavit and execute this tender document;
2. I have carefully read and understood whole tender document including all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director or the Company (Agency).
5. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the Administrative Officer, AIIMS, Patna immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a Agency which is banned/suspended in future during the currency of the Contract with you.
6. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.

Date:
Place:
Seal of the Agency

(Signature of the Bidder)
Name:
Designation
Address:

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent

FORMAT FOR BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

To,
All India Institute of Medical Sciences, Patna
Phulwarisharif, Patna - 801507

In consideration of All India Institute of Medical Sciences, Patna [hereinafter referred to as AIIMS', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s _____ [hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with AIIMS a sum of Rs. _____ (Rupees _____) towards security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs. _____ (Rupees _____) as required under the terms and conditions of contract / work order no dated _____ [hereinafter referred as the order'] placed by AIIMS on the said supplier /contractor. We, _____ the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay AIIMS an amount not exceeding Rs. _____ (Rupees _____) on the demand made by AIIMS on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We _____ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from AIIMS stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by AIIMS without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

2. We, _____ the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of AIIMS under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till AIIMS certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.

3. We _____ the bank, undertake to pay to AIIMS any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

4. We _____ the bank further agree that AIIMS shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of AIIMS or any indulgence by AIIMS to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and shall remain in force up to _____ unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. _____. We shall be discharged from all liabilities under this guarantee thereafter.

6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.

7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Medical Superintendent, All India Institute of Medical Sciences, Patna.

8. We, _____ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the AIIMS in writing.

Signed on the _____ day of _____

Signature

For the Bank

Witness:

Name(s) & Designation(s)

Name & Address