

अखिलभारतीयआयुर्विज्ञानसंस्थान, मंगलगिरी

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI

Guntur, Andhra Pradesh - 522503

A CAB under Ministry of Health & family Welfare, Government of India

Tender No. AIIMS/MG/STORE/Tender/2021-22/RC-Library books

RATE CONTRACT FOR SUPPLY OF BOOKS TO CENTRAL LIBRARY, AIIMS MANGALAGIRI

Director, ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI invites online tenders under Two Bids System (Technical and Financial) for “Rate contract for Supply of books to Central Library, AIIMS, Mangalagiri” as detailed below in complete accordance with enclosed tender document.

1. The salient terms & conditions of the bid are stated below:

Critical Data sheet	
Mode of Tender	E- Tender
Type of Bid	Two Cover Bid
Tender Publishing Date	27 / 07 / 2021
Last date and time for submission of Tender	17 / 08 / 2021 3.00 PM
Pre- Bid Meeting	06 / 08 / 2021 3.00 PM
Date and time for opening of tender	18 / 08 / 2021 03.30 PM
EMD	Exempted
Period of Contract	Three years from the date of work order and may be extendable further with the same terms and conditions.
For viewing, quoting the detailed NIT and Qualifying Requirement, bidders may also visit our website	http://aiimsmangalagiri.edu.in https://eprocure.gov.in/eprocure/app

Disclaimer: This Tender is not an offer by the All-India Institute of Medical Sciences, Mangalagiri but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of AIIMS, Mangalagiri with the vendor/ bidder.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The Director, AIIMS Mangalagiri, invites E-Bids in Two Bid System (i.e., Technical and Financial Bid) from eligible Manufacturers / Direct Importers/ Authorized distributor online through E-procurement solution portal <https://eprocure.gov.in/> on mutually agreed terms and conditions and satisfactory performance for: – Rate contract for Supply of books to Central Library, AIIMS, Mangalagiri.

More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/>

1. REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- b) As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

- a) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.

- b) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- c) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. CORRIGENDUM

- a) At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it.
- b) Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- c) Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMS Mangalagiri.

5. SUBMISSION OF BIDS:

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and upload it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- d) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders will be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.
- f) Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opens public keys.

- g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.

Institute website: <http://aiimsmangalagiri.edu.in>

E-Tendering Portal: <https://eprocure.gov.in/eprocure/app>

For any technical related queries please call at 24 x 7 Help Desk Number
0120-4001 002, 0120-4001 005, 0120-6277 787

Email Support: cpp-doe@nic.in , support-eproc@nic.in

Tender queries: admin.stores@aiimsmangalagiri.edu.in

BIDDER'S ELIGIBILITY CRITERIA

Part - A

Technical Bid: The following documents are to be uploaded using DSC by the bidder along with Technical Bid as per the tender document:

1. Signed and scanned copy of duly attested copy of Trade, PAN & GST registration certificate.
2. Signed and scanned copy of proof of Status of Bidder: Manufacturer/Authorized dealer/ Authorized supplier- Whether Public Undertaking/Public Ltd. /Private Ltd. Company / Proprietary Firm.
3. The vendor should be a member of the “**Good offices committee**” or **Federation of Publishers & Book sellers Association of India (FPBAI)** or any other national association of book sellers and proof to this effect has to be closed.
4. The Vendor must be distributor/dealer of foreign publishers like Elsevier, Taylor and Francis, Springer, Wiley, Oxford, Cambridge, Pearson, MGH etc.,
5. Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation. The Vendor must be registered under any State or Central Government act as mentioned below: Indian Companies Act 1956.; Indian Partnership Act 1932.
6. Signed and scanned copy of proof of supplying in minimum 5 (Five) Government/Semi Govt./PSU / Reputed private Institutes in India and valid documents from any one of them to be produced as Experience.
7. The vendors should have successfully completed at least 90% orders placed by the Institutes during the last three years. Latest performance certificate may be submitted from at least three such Institutes.
8. Signed and Scanned Copy of affidavit duly certified by the notary 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. as per “Annexure-VII”.
9. Turnover
 - Average annual minimum turnover for last three years should not be less than Rs 1,00,00,000 (Rupees One Crore Only). Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years.
 - The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.
 - Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in required turnover.
10. Signed and scanned copy of Price justification “Annexure-XII”.
11. Copy of duly attested copy of Mandate form, Annexure-“X”
12. Attach copy of last three year’s Income Tax Return.
13. Signed and Scanned copy of Tender Acceptance letter “Annexure-I”
14. Signed and Scanned copy of No deviation certificate “Annexure-II”.
15. Signed and scanned copy of Power of Attorney as per “Annexure – V” in favor of person.
16. Signed and scanned copy of Deviation Statement form as per “Annexure – XI”

17. Start-ups may submit its Start-up Registration for consideration (Relaxation in turnover can be considered as the case may be, subject to fulfillment of other conditions. However, it will not be mandatory)

Note: Bidders are requested to upload the clearly visible documents only other wise if not clearly visible than offer shall be liable for rejection without any further communication.

Firm/company who has withdrawn after participating in any of the previous Rate contracts of All India Institute of Medical Sciences – Mangalagiri are not eligible to participate in this Rate contract.

Part - B

Price Bid / Financial Bid :

Schedule of price bid in the form of BOQ_XXXX .xls

The below mentioned Financial Proposal/ Commercial bid format is provided as BOQ.xls along with this tender document at <https://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BOQ.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with AIIMS Mangalagiri.

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. PREAMBLE: -

- i) **Pre-Bid Meeting:** - The pre-bid Tender meeting will be held on **06/08/2021 03:00PM** by Virtual (ZOOM) meeting. Joining link for Pre – Bid meeting will be made available on www.aiimsmanagalagiri.edu.in website under tender's section. The agency(s) may get clarified any confusion regarding any terms and condition of the contract during pre-bid meeting and thereafter any claim of doubt/confusion or any things relating to this contract will not be entertained and it will be deemed that the agency has understood everything about this tender. Based on queries of the bidders, committee members will decide to issue any amendments/corrigendum for the tender
- ii) **Eligibility of Bidders:** - This invitation of Bids is open to / Indian manufactures / /registered/authorized suppliers. Before formulating the tender and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the Tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in this tender document may result in rejection of its tender.
- iii) **Availability of fund:** - Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee
- iv) **Language of Tender:** -The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

- v) The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.
- vi) **Tendering Expenses:** - The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.
- vii) **Corrigendum to Tender Documents:-**
- At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it
 - Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
 - Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMS Mangalagiri i.e. www.aiimsmangalagiri.edu.in.
- viii) **Clarification of Tender Documents: -**
- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.
- 2. Tender currencies: -**
- The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).
 - Bids, where prices are quoted in any other way shall be treated as non - responsive and will be rejected.
- 3. Tender Prices:-**
- The bidder shall indicate all specified components of prices shown therein on the Price Schedule provided in BOQ including the unit prices, applicable taxes and total bid prices of goods and services. It proposes to supply against the requirement. The entire column shown in BOQ should be filled up as required. Cost per Test will be considered for Price evaluation.
 - After due evaluation of the bid(s) Institute will award the contract to the responsive bidder, who has quoted the lowest Price per test on cumulative basis as per category.
 - The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).
 - Bids, where prices are quoted in any other way shall be treated as non - responsive and will be rejected.
- 4. Additional information and instruction on duties and Taxes: -** If the bidder desires to get reimbursement for GST (goods and services tax) should have been mentioned in BOQ. If it is not mentioned in the BOQ no reimbursement will be entertained.
- 5. Firm Prices: -** The quoted rates must be valid for a period for 24 months from the date agreement. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected
- 6. Important points for quoting prices: The Bidder should also keep following points in mind during offering his price quotation against this Tender Enquiry: -**

- a) No increase in quoted price and change in quality of product will be allowed during the validity of the entire Rate Contract period or any extended Contract Period.
 - b) Bidder will quote rates inclusive of all Taxes; expenditure up to F.O.R. to AIIMS Mangalagiri, Andhra Pradesh .
 - c) Rates should be according to a unit e.g. cost per unit (as asked in the Schedule of Requirement i.e. Kg/Ltr/Vial/Each/Kit/Item etc. which so ever applicable with clearly mentioning its pack size, preferably as per asked pack size) and not in any other firm. Quoting of rates in variation to the prescribed unit will authorize the Competent Authority to cancel the quotation without any information to the bidder.
 - d) No item should be quoted with price more than the M.R.P. the prices should be quoted strictly in accordance with unit/quantity mentioned in the Financial Bid format.
7. One Principal/OEM cannot authorize two agents simultaneously for the same item against same advertised tender enquiry
8. **Contract period:** The Rate contract for Supply of books to Central Library for a period of three years at AIIMS Mangalagiri and can be continued / renewed for further (1) year subject to satisfaction of All India Institute of Medical Sciences (AIIMS), Mangalagiri and on mutual consent of both the parties in accordance with/ rules framed by the Government of India from time to time.
9. **Bid validity:**
- a) The bids shall remain valid for acceptance for a period of 180 days after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
 - b) In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by email. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender.
 - c) In case the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.
10. **Scrutiny and Evaluation of Tenders:-**
- a) Tenders will be evaluated on the basis of the terms & conditions incorporated in the tender document.
 - b) The Purchaser will examine the Tenders to determine whether they are complete, devoid of computational errors sureties furnished, documents signed & stamped etc.
 - c) The Purchaser's determination of a Tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidence.
11. **Non- responsive tender :-** Non submission of the following will lead to the tender to be declared non – responsive and summarily rejected:
- a) Tender Acceptance Form as per Annexure-I (signed & stamped) not uploaded.
 - b) Bid validity is shorter than the required period.
 - c) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been uploaded as per stipulated provisions
 - d) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Annexure-III.
 - e) Bidder has not agreed to give the required performance security of required amount in an acceptable form for due performance of the contract.
 - f) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender like terms of payment, liquidated damages, comprehensive warranty, dispute resolution mechanism, and applicable law.
 - g) Poor/unsatisfactory past performance.

- h) Bidders who stand de-registered/ banned/ blacklisted by any Central Govt. Ministries/ Departments/ Hospitals/Institutes.
- i) Bidder has not agreed for the delivery terms and delivery schedule.

12. Discrepancies in Prices: The Bidder(s) shall quote Rate up-to two decimals only. Only the first two decimals will be considered for quotation is having more than two decimals.

13. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:

a) **The purchaser's evaluation of a tender will take into account the following:**

The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

b) **Purchase Preference to Local Suppliers**

In pursuance of Government of India Order no. P-45021/2/2017-B.E.-II dated 15/06/2017 purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

aa. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph to be, shall apply

ab. In the procurements of goods which are not covered by paragraph (a) above and which are divisible in nature, the following procedure shall be followed:

i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) **Exemption of small purchases:** Notwithstanding anything contained in paragraph B above, procurements where the estimated value to be procured is less than Rs 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

d) **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

14. Bidder's capability to perform the contract:

a) The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the Schedule of Requirements, then, such determination will be made separately for each schedule.

b) The above-mentioned determinations will inter-alia take into account the bidder's financial, technical and production capabilities for satisfying all the requirements of the

purchaser as incorporated in the Tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its tender as well as such other allied information as deemed appropriate by the purchaser.

- 15. Contacting the Purchaser:** In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.
- 16. Purchaser's Right to accept any tender and to reject any or all tenders:** The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders
- 17. Corrupt or Fraudulent Practices:** It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows: -
 - a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; &
 - b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
 - c) A proposal will be rejected for award if it determined that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - d) Will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in execution of the contract.
- 18.** Bidder might be required to demonstrate the system at the discretion of the institute.
- 19.** DSC (Digital Signature Certificate) to be used for electronic correspondence like e-mail by both purchaser as well as bidders, to ensure the authentication of the users of the system and digital signing of the documents for any type of correspondence.
- 20.** The bidder(s) must be submitting Tender Acceptance Form (Annexure-I) as acceptance of all terms & condition of the tender.
- 21. Signing of Contract:** The successful bidder shall execute an agreement for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the comprehensive warranty period and during the Comprehensive Annual Maintenance Contract
- 22.** The competent authority reserves the right to accept or reject any or all tenders without assigning reasons.
- 23.** The competent authority reserves the right to modify, add or delete any terms & conditions of the contract as and when required.

**Sr. Store Officer,
For Director, AIIMS Mangalagiri**

GENERAL TERMS & CONDITIONS

1. Use of contract documents and information

- a) The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- b) Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in this tender except for the sole purpose of performing this contract.
- c) Except the contract issued to the supplier, each and every other document mentioned in tender shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

2. Patent Rights: The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services 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.

3. Technical Evaluation:

- a) Detailed technical evaluation shall be carried out by Institute 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.
- b) The Institute 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 Institute shall have sole discretion to call for discussion / presentation.
- c) Financial bids of only those bidders who qualify the technical criteria will be opened provided all other requirements are fulfilled.
- d) AIIMS Mangalagiri shall have right to accept or reject any or all tenders without assigning any reasons thereof

4. Sample/Demonstration:

- a) The tenderer may be asked to demonstrate the material sample as and when required by the Institute for quality evaluation and all the expenses for demonstration will be borne by the tenderer. Purchase will be done only after the approval of the quality of the product by the Competent Authority.
- b) The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement of demonstration and no request for extending time for demonstration will be entertained. In case of failure to demonstrate, their offer will be summarily rejected.

5. **Financial Evaluation:** The financial bid shall be opened of only those bidders who have been found to be technically eligible. The institute shall inform the date, place and time for opening of financial bid.
6. **Arithmetical errors** shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
7. The AIIMS Mangalagiri 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 Mangalagiri 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.
8. **Award of Contract:** The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technical and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder.
9. **Right of acceptance:** AIIMS, Mangalagiri reserves the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The AIIMS Mangalagiri reserve the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.
10. **Country of Origin**
 - a) All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
 - b) The word “origin” incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
11. **Assignment:** The bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser’s prior written permission.
12. **Sub Contracts**
 - a) The bidder shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the bidder from any of its liability or obligation under the terms and conditions of the contract.
 - b) Sub contract shall be only for bought out items and sub-assemblies.
 - c) Sub contracts shall also comply with the provisions of “Country of Origin”.
13. **Delivery:** - The items will have to be supplied at Library in AIIMS Mangalagiri premises. No transportation/ cartage charges will be provided for the same. All the aspects of safe delivery shall be the exclusive responsibility of the supplier. AIIMS Mangalagiri will sign an agreement with him. At each instance of supply of Books will be verified by officer of AIIMS Mangalagiri and vendor will bill only that quantity.
14. The tenderer must quote rates including freight, insurance, cartage, labour charges etc. on Door Delivery basis at AIIMS, Mangalagiri.
15. The tenderer is advised to visit the site before quoting the rates with the due permission of Competent Authority of AIIMS, Mangalagiri
16. **Signing the Contract:** - The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 100/- (Rs. One Hundred only) along with performance security within fifteen

(15) days from the issue of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the acceptance of BID shall be considered as cancelled.

17. Performance Security: - The Successful Contractor will be required to furnish an amount @ 3% of Total Annual Contract Value (inclusive of GST) as a performance security in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, Mangalagiri" payable at Mangalagiri within 30 days from the award of contract. Security Deposit shall be kept valid for a period of 60 days beyond completion of all the contractual obligations.

The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non – observance of any condition of the contract.

In case, the successful bidder shows inability at any stage, after the contract is finalized and awarded for whatsoever reason(s), to honor the contract, the EMD/Performance Security deposited would be forfeited. The original PSD must be delivered to **Office of Sr.Stores Officer, First Floor, Dharamshala Building, AIIMS, Mangalagiri, Andhra Pradesh - 522503**

Performance Security will be discharged after 60 days from the completion of contractor's performance obligations under the contract.

18. Payment clause: - 100% payment shall be made after on receipt of goods in satisfactory conditions and submission of bill with the material/challan. Payment will be made within 30 days from the date of submission of bill. On consignment / Utilization basis- Fortnightly payment would be released against the item consumed and settled bills of the patients. The bill in triplicate may be sent to this office for settlement after satisfactorily completion of work. The bill should have full particulars of the items(s) and submitted on monthly basis. No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work.

The contractor shall submit the bill only after successfully completion of work to the satisfaction of the AIIMS Mangalagiri, on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for poor quality of work.

19. Breach of Terms and Conditions: In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Mangalagiri in that event the security deposit shall stands forfeited.

20. Insolvency: In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Mangalagiri shall have the power to terminate the contract without any prior notice.

21. Fall clause:

a) If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform AIIMS, Mangalagiri immediately about such increase/reduction in the contracted prices. AIIMS, Mangalagiri is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates.

b) If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the tenderer himself,

the tenderer shall be morally and statutorily bound to inform AIIMS, Mangalagiri immediately about such increase/reduction in the contracted prices. The AIIMS, Mangalagiri is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates

- c) In case of any enhancement in Taxes due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional Taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in Taxes, the tenderer should produce letter from the concerned excise authorities indicating his commitment for the supply made to the AIIMS, Mangalagiri on account of the increase in Taxes.
22. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.
 23. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.
 24. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
 25. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer on individual item basis
 26. Conditional bid will be treated as unresponsive and it may be rejected.
 27. The Income Tax/ Any other Taxes as applicable shall be deducted from the bill unless exempted by the Income-tax department.
 28. The items will have to be supplied at Institute's designated site. No transportation/ cartage charges will be provided for the same.
 29. The Successful Tenderer shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of making arrangement for supply of the desired goods even on short notice to AIIMS, Mangalagiri.
 30. **Subletting of Contract:** Bidder shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other Second Party without prior written consent of the AIIMS Mangalagiri. If it is found that the bidder has given subcontract for supply of reagents for AIIMS Mangalagiri on the basis of Procurement/Purchase Order, the contract shall stand cancelled & the performance security shall be forfeited.
 31. **Liquidated Damage:** If vendor fails to deliver the books/journal within the date and time mentioned at each instance, penalty of 0.5% per week of delay or part thereof will be levied on the value of books delayed will be imposed on vendor and AIIMS Mangalagiri reserves right to purchase Library Books from any vendor in market and the difference of price shall be recovered from vendor apart from penalty.
 32. **Responsibility:-**The principal manufacturer as well as its agent/distributor/dealer will be severally and jointly responsible for ensuring the minimum life span and quality of the item.
 33. The bidder is required to submit compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications as well as general terms & conditions failing which their offer shall be rejected.
 34. **Governing language:** The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

35. Notices: - Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract. In case of e-mail, exchange the notices document must be verified by digital signature. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

36. 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

37. 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 terminating 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 interalia, 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.

38. Force Majeure:-

- a) For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

- b) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- c) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- d) In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

39. UAM Number on CPPP: In purchase of Government of India order no. F/5/4/2018-PPD dated 28/02/2018 UAM number by the vendors on CPPP may be made mandatory from 01/04/2018. Autonomous Bodies/Statutory Bodies/CPSEc/Departments get declaration on UAM number by MSE bidders on CPPP. Failing which such bidder will not be able to enjoy the benefits as per public procurement policy for MSE's order 2012 tender invalid electronically through CPPP.

40. Arbitration / Resolution of disputes:-

- a) In the event of any dispute or difference(s) between the vendee (AIIMS Mangalagiri) and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause what so ever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director AIIMS Mangalagiri who may decide with the vendor mutually the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.
- 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.

41. The firm should have availability of a responsible person on call on all working days between 09:00 Hrs to 18.00 Hrs.

- a) Order shall be issued for tentative annual requirement on actual need basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by AIIMS, Mangalagiri.
- b) The Successful Tenderer shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to AIIMS, Mangalagiri.

42. The rate quoted by firm should be final against each item.

43. Inspection:

- a) AIIMS, Mangalagiri shall the right to inspect and/or to test the goods to confirm their conformity to the tender Specifications at no extra cost to the AIIMS, Mangalagiri.
- b) The Director, AIIMS Mangalagiri shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.

- c) AIIMS, Mangalagiri reserves right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by AIIMS, Mangalagiri prior to the goods shipment.
- d) No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within 10 days of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be disposed of in any method as deemed for by competent authority at the risk and responsibility of the suppliers without any further notice.

44. Applicable Law & Jurisdiction of Courts

- a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- b) All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Vijayawada/Guntur (Andhra Pradesh, India).

**Sr. Store Officer,
For Director, AIIMS Mangalagiri**

SCOPE OF WORK

- a) **Enquiry on availability of books** - The library may place an enquiry with all the vendors for the required titles and number of copies of each thereof, by email. The vendors having the requisite books/journals in their ready stock shall respond within 02 days quoting titles available with number of copies and unit price, by email only.
- b) **Order Process** -
 - i. Purchase orders will be sent to the L1 vendor through email.
 - ii. Supply of books has to be made strictly against and as per the purchase orders.
 - iii. The vendor should acknowledge the receipt of purchase order preferably by email, which will be taken as an acceptance of the purchase order.
 - iv. Any clarification/query regarding the purchase order should be sought from the library within three (03) days of receipt of the order.
 - v. Vendor should send the supply position/ status of the books with-in seven (07) days from the date of the purchase order; failing which the order should be treated as cancelled and transferred to another vendor.
- c) **Supply** - Consignee and Mode of Dispatch of books/journals should be sent to the Institute's Library at Mangalagiri by Speed Post Parcel/Registered Parcel/Courier. **The transport/freight charges will be borne by the supplier.** Books sent via V.P.P. will not be accepted. Every supply should be accompanied by a delivery challan/bill, clearly bearing the details of the items and titles in supply, their quantity and price.
- d) **Time frame for supply, and cancellations-**
 - i. The vendor has to execute all the supplies within the stipulated time which is sixty (60) days in case of foreign publications and fifteen (15) days in case of Indian publications from the date of issue of purchase order. However, it may please be noted that at times the vendor may be asked to deliver the books against instant orders at shorter notice.
 - ii. In case of delay in delivery of books due to Out of Print (OUP) or Print on Demand (POD), the vendor has to inform and seek permission from the Librarian for the supply. The vendor has to submit the proof from the publisher in support of OUP or POD title.
 - iii. Books must be in good condition. Institute will not accept defective books. If supplied, those have to be replaced within seven (7) days without extra cost. Payment will be processed and made only after receipt of entire lot of books or after all the defective books has been replaced. No interim or part payment will be made in case of short/defective deliveries.
- e) **Penalty Clause** - In case of delayed delivery of books/journal beyond seven (7) days of the prescribed period, a penalty of 0.5% per week or part thereof will be levied on the value of books delayed.
- f) **Invoicing Procedure** -
 - i. Invoice is to be submitted in triplicate and should be pre stamped and receipted.
 - ii. Invoice should be raised in the name of All India Institute of Medical Sciences, Mangalagiri.
 - iii. The invoice should contain the Purchase Order Number and Date. The items in the invoice should be in the order of the purchase order.
 - iv. One invoice should be raised against one purchase order (P.O.) only. Titles from different P.O.s should not be combined and supplied in one invoice.
 - v. The invoice should have following enclosures:
 - A copy of publisher's/distributor's invoice/copy of printed catalogue of the order period, as price proof.
 - A currency conversion proof with date.

- Every price proof and currency conversion proof should contain seal and authorized signature of the vendor.
- Original copy of Delivery Challan and e-way bill if required.

g) **Price Proof**

- i. The supplier shall have to furnish the price proof of the books. In case of any price manipulation when detected at any stage, the supplier shall be responsible for the same and the excess amount charged shall be refunded to the Institute in one instalment. This will be without prejudice to any penalty which the Institute may impose.
- ii. In support of Price proof, the vendor should provide the copy of the Procurement Invoice from Publishers/ Distributors/ copy of Publisher's Price List.
- iii. Every price proof and currency conversion proof should contain seal and authorized signature of the vendor.

h) **Currency Exchange Rate -**

- i. In the case of foreign publications, the original prices in the foreign currency shall be mentioned in the invoice along with the Indian prices (INR) charged in accordance with the approved rate of exchange.
- ii. GOC conversion rates as applicable on the date of the invoice should only be followed, and should also be clearly indicated on the invoice.

Discount: The discount pattern offered in Financial Proposal accepted by AIIMS Mangalagiri should be followed. In case of any disputes, decision of AIIMS Mangalagiri shall be final and binding.

CHECK LIST FOR TERMS AND CONDITIONS

A. Checklist of documents to be submitted online:

Sl. No.	Terms & Conditions as per Bidding Document	Uploaded (Yes/No)	Reference Page No.
I	Signed and scanned copy of duly attested copy of PAN, Trade, GST registration certificate.		
II	The vendor should be a member of the “Good offices committee” or Federation of Publishers & Book sellers Association of India (FPBAI) or any other national association of book sellers and valid proof to be submitted		
III	Proof of distributor/dealer of foreign publishers like Elsevier, Taylor and Francis, Springer, Wiley, Oxford, Cambridge, Pearson, MGH etc., to be submitted.		
IV	Signed and Scanned copy of Tender Acceptance letter “ Annexure-I ” and No deviation certificate “ Annexure-II ”.		
V	Signed and scanned copy of Manufacturer Authorization Form - “ Annexure-III ”		
VI	Signed and scanned copy of Power of Attorney as per “ Annexure – V ”		
VII	Signed and scanned copy of proof of supplying in minimum 3 Government / Reputed private Hospitals in India and valid documents from any one of them to be produced/Experience.		
VIII	Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation		
IX	Signed and Scanned Copy of affidavit duly certified by the notary 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. as per “ Annexure-VII ”		
X	Attach copy of last three year’s Income Tax Return and copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Turnover must be Rs. One Crore).		

XI	<p>Turnover</p> <p>a. Average annual minimum turnover for last three years should not be less than Rs 1,00,00,000 (Rupees One Crore Only). Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years in the format shown in Annexure VIII.</p> <p>b. The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.</p> <p>c. Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in required turnover.</p> <p>Start-ups may submit its Start-up Registration for consideration (Relaxation in turnover can be considered as the case may be, subject to fulfillment of other conditions. However, it will not be mandatory)</p>		
XII	Signed and scanned copy of Price justification “ Annexure-IX ”.		
XIII	Duly attested copy of Mandate form, “ Annexure-X ”		
XIV	Copy of Registration with Excise Department, Govt. of India. The industries situated in excise free zones will be exempted from registration provided they produce the copy of appropriate notification.		
XV	Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.		
XVI	Signed and scanned copy of Deviation Statement form as per “ Annexure – XI ”		

B. Checklist of documents to be submitted online: Price Bid /Financial Bid:

I	BOQ.xls	
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Note: In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

PRICE BID FORM

To,

The Director,
AIIMS Mangalagiri

Dear Sir,

1. I/Wesubmitted the bid for Tender No. _____ dated _____ for “Rate contract for Supply of books to Central Library, AIIMS, Mangalagiri”
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	Publisher	Percentage of Discount (%)	
		(In Figures)	(In Words)
1.	Cambridge University Press		
2.	Oxford University Press		
3.	Elsevier		
4.	Willy Blackwell		
5.	Tata McGraw-Hill		
6.	Mosby		
7.	Thieme		
8.	Lippincott Williams & Wilkins		
9.	Springer		
10.	Wolters Kluwer		
11.	Churchill Livingstone		
12.	Butterworth-Heinemann		
13.	W. H. Freeman		
14.	Jones & Bartlett Learning		

15.	Viva Books		
16.	Jaypee Brother		
17.	CBS Publisher & Distributors		
18.	CRC Press		
19.	Arya Publications		
20.	Eastwest Press		
21.	Humana Press		
22.	Varghese Publishing		
23.	Quintessence Books		
24.	Bhalani Publishing		
25.	Emmess Medical Publishers		
26.	Central Council for Research in Unani Medicine		
27.	Idara Kitabul Shifa		
28.	Emerald Group Publishing Limited		
29.	Psychology Press		
30.	Cengage Learning		
31.	Atlantic Publisher and Distributers		
32.	National Institute for Empowerment of Persons with Multiple Disabilities		
33.	SAGE Publications		
34.	Delmar Publication		
35.	Saunders		
36.	Pearson Publication		
37.	Thomson Learning		
38.	Rehabilitation Council of India		
39.	Allyn & Bacon		
40.	Mc Graw Hill International Book Co.		
41.	International Universities Press		
42.	AITBS Publishers		
43.	Singular Publishing Group Inc.		

44.	Oxford: Blackwell Publishers Inc.		
45.	Harcourt Brace Jovanorich Inc.		
46.	John Wiley & Sons		
47.	Corwin Press		
48.	National Institute of Mental Health		
49.	Pro-ed		
50.	Thomson Delmar Learning		
51.	Plural Publishers		
52.	Englewood Cliffs		
53.	Prentice-Hall		

***L1 will be the least amount quoted for each item**

Date
Place

Signature of the Bidder / Authorized signatory Name
Address
Telephone
Email
Seal

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
The Director,
AIIMS Mangalagiri

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: _____

Dear Sir,

- I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely: _____ as per your advertisement, given in the above-mentioned website(s).
- I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

NO DEVIATION CERTIFICATE

Bidder's Name
& Address:

To,
Director
AIIMS Mangalagiri,
Andhra Pradesh-522503.

1. With reference to our Bid (Reference No. dated) forI works at AIIMS Mangalagiri, Andhra Pradesh, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and we declare that we have not taken any deviation / exceptions in this regards.
2. We further confirm that any deviation variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

(Sign with seal of bidder)

MANUFACTURER'S AUTHORISATION FORM
(To be submitted by authorized dealers/representatives/importers)

No.

Dated:

To

**Director,
All India Institute of Medical Sciences,
Mangalagiri – 522503 (Andhra Pradesh, India)**

Dear Sir,

Tender No _____ :

1. We (name of the OEM) are the original manufacturers of the above equipment/Items having registered office at (full address with telephone number/fax number & email ID and website), having factories at _____ and _____, do hereby authorize M/s. _____ (Name and address of bidder) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no.
2. No company or firm or individual other than M/s. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We also hereby undertake to provide full guarantee/warranty /Comprehensive Annual Maintenance Contract as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive Warranty / Comprehensive Annual Maintenance Contract and to supply all the spares/ accessories / consumables etc. during the said period.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name)

For and on behalf of M/s. _____

Date:

(Name of manufacturers)

Place:

- Note:**
1. *This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.*
 2. *Original letter may be enclosed with technical bid.*

BANK GUARANTEE FORM

(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
Mangalagiri - 522503

In consideration of All India Institute of Medical Sciences, Mangalagiri [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 undertakes 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 Sr. Store officer Officer, All India Institute of Medical Sciences, Mangalagiri.
8. We, _____ the bank lastly undertakes 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 & Address

Name(s) & Designation(s)

POWER OF ATTORNEY
(On a Stamp Paper of relevant value)

I/ We.....(name and address of the registered office)
do hereby constitute, appoint and authorize Sri/Smt (Name
and address) who is presently employed with us and holding the position of
..... as our attorney, to act and sign on my/our behalf to
participate in the tender no..... for
..... (Equipment /Item name).

I/ We hereby also undertake that I/we will be responsible for all action of
Sri/Smt..... Undertaken by him/her during the tender
process and thereafter on award of the contract. His / her signature is attested below

Dated this the ___ day of 20_ For _____

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date: _____

Format of Experience certificate

Contract No./Supply order No.	Name of the Purchaser*	Description of work	Qty Supplied	Value of Contract (Rs. In Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion

* Attach certificate(s) of payments.

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 entire 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 etc. as individual or against legal entity of the Company /Firm/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 Faculty-in-Charge Procurement Cell, AIIMS, Mangalagiri 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 an 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

ANNUAL TURNOVER STATEMENT

(At the Letter Head of Chartered Accountant)

I/We have examined the books of account and other relevant records of
(bidding firm name), having its registered office at (full
address of bidding firm) and do hereby certify that:

(1) Annual gross turnover as per Annual Accounts of the firm for last three years is as under-

Sl.No.	Financial year	Turnover
1.	2018-2019	
2.	2019-2020	
3.	2020-2021	

(2) Average turnover of the firm for last three financial years is Rs.

Signature of CA (with stamp of Firm)

Name-

(Registration No.-

(Chartered Accountant)

UDIN Number:

Firm name-

Proprietor name

Signature (with stamp)

Date-

CERTIFICATE OF PRICE JUSTIFICATION

[To be given on letter head]

Tender No.:

I/We, M/s. _____ certify that the rates provided are our best rates and we have not given regents to any Government Department/PSU/Institution for lesser than these rates in last one year.

SIGNATURE AND STAMP OF THE BIDDER

MANDATE FORM
(Account/s Information form)
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC TRANSFER (NEFT) / INTRA BANK ACCOUNT TRANSFER FACILITY FOR RECEIVING PAYMENTS

A. DETAILS OF ACCOUNT HOLDER:

NAME OF ACCOUNT HOLDERER / FIRM	
COMPLETE CONTACT ADDRESS	
MOBILE NUMBER / PH NO	
E.MAIL	

B. BANK DETAILS

ACCOUNT NAME (Name appearing in your Cheque Book)	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NO	
BRANCH CODE	
COMPLETE BANK ACCOUNT NUMBER (Please note that the Bank Account must be in the name of the Firm as appeared in the bill. In case of other Beneficiaries (Non-vendor) the Account name must be in the name of Applicant.)	
IFSC CODE	
TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)	
MICR CODE OF BANK	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information

I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected or me as a participant under the scheme.

(.....)

Signature of Customer

(Bank's Stamp)

(.....)

Signature of Customer

Certified that the particulars furnished above are correct as per our records.
Please attach a Cancelled Cheque along with the account information form.

Deviation Statement Form

The following are the particulars of deviations from the requirements of the tender Specifications.

S.No	Item Code	Description	Specification as per Tender	Deviation	Remarks (including Justification)

Place :

Date :

Signature and seal of the Bidder

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No deviations”

PRE-REQUISITE INFORMATION

[To be given on letter head]

Tender No.:

Sl.	Item / Work Description	Quantity (if any)
1.		
2.		
3.		
4.		
5.		

SIGNATURE AND STAMP OF THE BIDDER