



All India Institute of Medical Sciences, Bhubaneswar

Sijua, Dumduma, Bhubaneswar – 751019

Tender Notice for Purchase of Books

The AIIMS, Bhubaneswar invites tender from the interested Publishers/ Registered Vendors for supply of Books to AIIMS, Bhubaneswar. The tender documents may be downloaded from the website www.aiimsbhubaneswar.edu.in. The last date of receipt of tender at AIIMS, BBSR is at 3 PM on 11th April 2013 which will be opened on the same day at 4 PM in presence of the tenderer or their authorized representatives.

**By authority
Director, AIIMS
Bhubaneswar**

TENDER DOCUMENT

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. SCHEDULE:

Last Date & Time of Receipt of Tender: 3 P.M, 11th April 2013, AIIMS Bhubaneswar.

Last Date & Time of Tender opening: 4 P.M, 11th April 2013, AIIMS Bhubaneswar

2. TENDER VALIDITY

Tender shall remain open for acceptance for a period of six months from the date of opening of tender. Tender received for the shorter validity period shall not be accepted.

3. TENDERER'S ELIGIBILITY AND QUALIFICATIONS

Sealed quotations are invited from eligible Publishers/ Booksellers having annual turnover of Rs. 1.00 Crore or above during the last financial year in the books of account and having at least three years experience of supplying Medical Books / Scientific/ Technical/ Medical Journals and Periodicals (Indian & Foreign) to Medical Colleges Libraries/ Government of India libraries situated in India.

The Tenderer shall furnish as a part of the tender document, following documents establishing their eligibility to participate in the tender and qualification to perform the contract.

- a) Copy of PAN card issued by the Income Tax Department and copy of income Tax Return for the financial year 2011-12.
- b) Annual turnover of last financial year (2011-12) duly certified by the Chartered Accountants.
- c) Copy of order for supply of Books / Scientific/ Technical / Medical Journals and Periodicals (Indian and Foreign) to Medical Colleges libraries/ Government of India Libraries (Attach Certificate from 3 libraries served).

4. QUALIFICATION OF THE BIDDERS

4.1 The bidders to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.

4.2 The bidder shall submit full details of his agency/ Firm or, if the bidder is a Proprietorship/ Partnership or a private Limited Company, full details of ownership and name of the directors.

4.3 Bidder shall submit a copy of PAN Card No. under the Income Tax Act.

4.4 Bidder must submit self-attested copies of all documents.

4.5 Bidders should have to sign in each page of the tender documents as acceptance on the terms and conditions failing which his bid will be summarily rejected.

5. EARNEST MONEY DEPOSIT:-

Tenderer shall furnish along with their tender, an Earnest Money for Rs. 50,000 (Rupees Fifty thousand only) in the form of crossed Demand Draft in favor of Director, AIIMS, Bhubaneswar payable at Bhubaneswar which will be valid for three months from the last date of submission of tenders. Failure of the Tenderer to furnish required earnest money deposit in the specified form along with their tender will result into rejection of their tender. The tender security is required to protect the AIIMS Bhubaneswar risk of tenderer's conduct in the following eventualities which would warrant the forfeiture of Earnest Money.

i) In case the tender withdraws its tender or impairs or derogates from the tender in any respect during the period of tender validity as specified by the purchaser.

OR

In case successful Tenderer fails to furnish the performance security.

ii) The earnest Money of unsuccessful bidders will be returned as promptly as possible after the expiry of the period of tender validity without interest.

The tenders, without EMD will not be considered. EMD should be submitted in separate envelope, super scribing as EMD.

6. Details of Requirements

All tenders are required to quote the lowest rates for the following books (**Annexure A**) in the format given below on the terms and conditions, stated hereunder. You are also requested to furnish us with following information for each book:-

S r N o	Description of each book	Avail ability in your read y stock	Cost of single copy Before Discount (unit price)		Cost of single copy after discount in Indian currency	Taxes/ Duties if any	Total cost	Maximum discount admissibl e to us for purchase per item (% of discount)	Edition, year or expecte d date of Publicati on	Whether original, Internation al, student, Indian or low price edition	Wheth er hard bound or paper bound	Expect ed date of supply of these Public ations
			foreign Currenc y	Indian Curren cy								
	Name of Book and Author											
1												
2												
3												

We accept books on Bank conversion rates (as appearing in the RBI's Website) of the date when the bill is raised.

Please mention on the envelop Quotation No. and Due date.

7. PRICE SCHEDULE, PAYMENT TERMS AND EVALUATION OF BIDS.

a) Tenderer should quote rate of discount (in percentage) offered on publishers printed price in Annexure A. Director, AIIMS Bhubaneswar is not bound to accept the lowest bid or any Tenderer and also reserves the right of rejecting all or any of the tender without assigning any reason.

b) Bank conversion rates (as appearing in the RBI's Website) of the date when the bill is raised shall be applicable in case of imported Books. All payments will be made in Indian rupees only.

c) Net payable price will be the publishers printed price (or in case of price in foreign currency equivalent price in INR) minus discount offered.

d) Bill in triplicate (pre receipted) for the Medical books supplied will be submitted by the tenderers in the name of Director, AIIMS Bhubaneswar. The payment will be released only after the supply has been received to the satisfaction of the concerned departments.

e) The bill should bear that certificate from the supplier that Books and Journals of latest edition have been supplied and that the prices have been charged correctly and in accordance with the latest publishers' catalogue/ invoice or importer/ distributors invoice.

IMPORTANT: The successful bidder shall be selected on the basis of offered higher discount.

8. Terms of delivery.

Free of cost delivery at Central library AIIMS Bhubaneswar.

9. Delivery Period.

The Medical books available in India will be supplied within 30 days of placing the order. In case books imported from foreign publishers the supplies should be completed within 45 days from the date of placing order.

10. Number of Books to be ordered;

Director, AIIMS, Bhubaneswar has right to purchase any number of Books by increasing/ decreasing the number specified in the tender. Also Director, AIIMS, Bhubaneswar have right not to order all the Books specified in the tender. Depending upon the requirement, phase-wise order will be placed to the selected Vendor.

11. Penalty Clause:-

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

b) **Termination for default:-** The purchaser may without prejudice to any other remedy or breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part, if the supplier fails to deliver any or all publications orders to him within the time period specified in the contract or if the supplier fails to perform other obligation(s) under the contract. In the event of the termination of the contract by Director, AIIMS Bhubaneswar in whole or in part, the Department may procure, upon such terms and in such manner as it deems appropriate the undelivered Books and the supplier shall be liable to pay or any excess costs or such purchase. However, the supplier shall continue performance of the contract to the extent not terminated.

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

12. Inspection:-

Medical Books will be accepted only after the inspection by the Committee constituted by Director, AIIMS Bhubaneswar. Tenderers are required to comply with the above requirements and submit their tender complete in all respects and submit following documents along with the tender by the due date and time in sealed cover super-scribing "Tender for Supply of Medical Books":-

- i) Copy of Tender Form along with Annexure- A duly filled and signed
- ii) Tender Earnest Money deposit.
- iii) Copy of PAN card issued by Income Tax Department and Copy of the income tax return for the financial year 2011-12.
- iv) Certificates issued by three medical Colleges libraries/Government of India showing at least 3 years' experience of supplying Medical Journals / Medical Books (Indian and Foreign)

13. No tender may be withdrawn in the interval between the deadlines for submission of tenders and the expiry of the period of tender validity withdrawal of a tender during the interval may result in the tenderer's forfeiture of its Earnest Money Deposit.

14. The successful tenderer shall not in any case sublet the contract in full or any part of it to third party.

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

16. Conditional tenders are liable to be rejected.

17. Director, AIIMS Bhubaneswar reserves the right to accept or reject any tender.

18. ARBITRATION

In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of AIIMS, Bhubaneswar. The arbitrator is to be appointed by the Director, AIIMS, Bhubaneswar. It will be no objection that the arbitrator is a Government Servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

Signature of tenderer