

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, VIJAYPUR, JAMMU – 184120
(A Central Autonomous Body under PMSSY, MoH&FW, Government of India)

**EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF PUBLISHERS/
DISTRIBUTORS/ VENDORS FOR SUPPLY OF BOOKS TO AIIMS, VIJAYPUR, JAMMU**

EOI Ref No: AIIMS/JMU/EOI/LIB/2022-23/01

Dated: 03rd October, 2022 (Monday)

EOI Document can be downloaded from following websites:

<https://www.eprocure.gov.in/epublish/app>

<https://www.aiimsjammu.edu.in/>

Address To:

Deputy Director (Administration)

All India Institute of Medical Sciences, Vijaypur, Jammu

CampOffice: - Government Medical College (GMC) Doctor's Guest House,

Maheshpura Chowk,

Jammu- 180001

Expression of Interest (EOI) for Empanelment of Publishers/Distributors/Vendors* for supply of books to AIIMS, Vijaypur, Jammu.

All India Institute of Medical Sciences, Vijaypur, Jammu, an autonomous body, under the Ministry of Health & Family Welfare, Government of India on behalf of Executive Director and CEO AIIMS, Vijaypur, Jammu, invites Expression of Interest (EOI) for Empanelment of Publishers/Distributors/Vendors for supply of books to AIIMS, Vijaypur, Jammu.

Interested agencies meeting the eligibility criteria as per the EOI document may submit their offer in the prescribed application form complete in all aspects under two bid systems to Camp Office , AIIMS, Vijaypur, Jammu.

THE IMPORTANT INFORMATION AND SCHEDULE RELATED TO EOI

| | | |
|--|----|---|
| Date of Issue/Publishing | :- | 03 rd October 2022 (Monday) |
| Start date and time of submission of Bids | :- | 04 th October 2022 (Tuesday) |
| Pre-Bid Meeting | :- | 11 th October 2022 (Tuesday) at 01:00 PM |
| Last Date and Time for Submissions of Bids | :- | 01 st November 2022 (Tuesday) at 05:00 PM |
| Date and Time of Opening of Bids | :- | 02 nd November 2022(Wednesday) at 11:00 AM |
| Date and Time of Opening of Financial Bids | :- | 04 th November 2022 (Friday) at 01:00 PM |
| EOI Processing Fee (Non-Refundable) | :- | Nil |
| Cost of EOI Document / Registration Fee | :- | Nil |
| Tender Value | :- | 50 lakh (Rupees Fifty Lakh only) |
| EMD (Earnest Money Deposit) | :- | Rs. 1,00,000/- (Rupees One Lakh only) |
| Place of Submission of EOI | :- | Tender Box, in Camp Office of All India Institute of Medical Sciences, Vijaypur, Jammu, located at: -GMC Doctor's Guest House, Maheshpura Chowk, Jammu-180001 |
| No. of Covers (Two Bid System) | :- | 02 |
| Bid Validity | :- | 90 days from the last date of submission of Bids |
| Contact details | :- | Deputy Director (Administration) |
| Mobile | :- | 8899950166 |
| E-mail Id | :- | ddaiimsjammu@gmail.com |
| Location | :- | All India Institute of Medical Sciences, Vijaypur, Jammu Camp Office, located at GMC Doctor's Guest House, Maheshpura Chowk, Jammu-180001 (J&K) |

Note:The Applicants are requested to read the EOI document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the Applicants.

*Terms used in EOI as Publishers/Distributors/Vendors/Agency are used as synonyms.

Deputy Director (Administration)

1 BACKGROUND

- 1.1 All India Institute of Medical Sciences, Vijaypur, Jammu, is one of the Institutions of National Importance (INIs) in India governed by the AIIMS Act 1956 under the Ministry of Health & Family Welfare, Government of India. The Institute imparts quality education in Health Sciences and Quality Healthcare Services to the Public.
- 1.2 AIIMS, Vijaypur, Jammu is operating from its camp office located at GMC Doctor's Guest House, Maheshpura Chowk, Jammu, since July 2021.
- 1.3 AIIMS, Vijaypur, Jammu invites the Expression of Interest (EOI) for Empanelment of Publishers/Distributors/Vendors for supply of books to AIIMS, Vijaypur, Jammu as per requirements of the Institute.

2 ELIGIBILITY CRITERIA:

- 2.1 The agency should be a member of the Federation of Publishers' and Booksellers' Association in India (FPBAI)/ Delhi State Booksellers' and Publishers' Association (DSBPA)/ other state Booksellers' and Publishers' Association/ other registered federations.
- 2.2 Agency must be an authorized distributor / dealer/ supplier of the books from leading publishers in Medical Science. The supplier shall have to furnish the proof for holding direct account with publisher. (Enclose List of Publisher holding Direct Account).
- 2.3 The agency should have documentary proof of at least three reputed foreign publishers for importing books directly from them, This clause is not applicable for Indian/National book suppliers.
- 2.4 The agency must have a minimum annual turnover of 50 Lakh (Rupees Fifty Lakh only) per annum during each of the last three financial years i.e. FY 2019-20, 2020-21 and 2021-22 for a similar line of business. The agency must submit a duly signed certificate (with membership and UDIN (Unique Document Identification Number) from Chartered Accountant (CA) clearly showing financial year-wise turnover. The agency should also attach a copy of profit loss statement/ balance sheet/ income tax return of last three financial years ended on 31 March 2022 i.e. FY 2019-20, 2020-21 and 2021-22 certified by a Chartered accountant.
- 2.5 The agency should have a minimum continuous three years of experience as on 31st August 2022 in supplying books to AIIMS, Government Medical College, Private Medical Universities, Government Universities/ Institutes of National Importance. The Prospective bidder has to enclose the Photocopies of a minimum of five work orders / Purchase order/ Supply Order from reputed educational institutions for the supply of books of which at least two should be of AIIMS, Government Medical College, Government Universities/ Institutes of National Importance.
- 2.6 The bidder should have not been debarred/black listed/should have not been terminated /ceased without completing the entire duration of contract period by any Central/State Govt. Department, Public Sector Undertaking, Autonomous Bodies, Academic Institutions, CFI's etc, during past five years from the last date of submission of bids.
- 2.7 The Agency should have PAN Number and GST Registration.

3. GENERAL INSTRUCTIONS:

- 3.1 Duration of the contract will be for **one** year from the date of award of a contract with an option of extension for a further period of two years as 1 yr ext. + 1 yr ext basis according to satisfactory performance of first year as desired by AIIMS, Vijaypur, Jammu at the same discount rates as well as same terms and conditions.
- 3.2 At any time, before the date of submission of the bids, AIIMS, Vijaypur, Jammu, may for any reason whether at its own initiative or in response to a clarification required by a prospective bidder during the pre-bid meeting, modify the bid documents by amendments. The amendments shall be uploaded at AIIMS, Vijaypur, Jammu website aiimsjammu.edu.in and www.eprocure.gov.in/epublishing/app site and these amendments will be binding on all prospective bidders.
- 3.3 Any bid received after the deadline for submission of bids shall be liable to be summarily rejected.
- 3.4 AIIMS, Vijaypur, Jammu shall open bids in the presence of bidders or their authorized representatives who wish to be present at the time of opening of bids, on the due date. An authority letter to this effect shall be submitted by the bidder before they are allowed to participate in the bid opening.
- 3.5 Financial bids shall be opened for those bidders whose technical bids are found to be in order vis-a-vis the eligibility factors in terms of technical & commercial criteria. AIIMS, Vijaypur, Jammu shall evaluate the financial bids in detail and compare the substantially responsive bids and the comparison of bids shall be on the price of the services offered.

4. INFORMATION AND CONDITIONS RELATING TO SUBMISSION OF BIDS

- 4.1 The bid shall remain valid for 90 days.
- 4.2 The bidder is requested to examine all instructions, forms, terms, and specifications in the bid documents carefully. Failure to furnish all the information required as per Bid documents or submission of the bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the Bid.
- 4.3 Bidder will necessarily sign & seal each page of the EOI document including terms & conditions as a token of acceptance of the bid, failing which his bid will be rejected summarily. All pages including enclosures submitted by the bidder are required to be duly numbered and any overwriting/ erasures in the bid made by the bidder shall be signed by the person signing the bid.
- 4.4 The Bid with conditions other than those specified in the bid document is liable to be summarily rejected. No modification by the vendor in any of the conditions will be permitted after the Bid is opened.
- 4.5 A financial bid consists of a percentage of discount offered to the foreign Books, Indian/ National Books. The bidder shall quote discount for all types of required books. The discount quoted by the bidder shall remain fixed during the entire period of the contract & shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 4.6 AIIMS, Vijaypur, Jammu shall consider the placement of a letter of intent to those bidders whose offers would be found technically and financially acceptable.
- 4.7 Failure of the successful bidder to comply with any of the terms & conditions shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security. In such eventuality, AIIMS, Vijaypur, Jammu reserves the discretion either to make the award to any other bidders or call for new bids. The decision of AIIMS, Vijaypur, Jammu in this regard will be final.
- 4.8 In the event of any question, dispute, or difference arising under the agreement or in connection therewith (except as to matter the decision to which is specifically provided under this agreement),

the same shall be referred to the sole arbitration of the Deputy Director (Administration), AIIMS, Vijaypur, Jammu, or any authority as appointed by the Executive Director & CEO, AIIMS, Vijaypur, Jammu. The agreement to appoint an arbitrator will be per the Arbitration and Conciliation Act,1996.

5. Earnest Money Deposit (EMD)

The successful bidder is required to furnish Rs. 1,00,000/- (Rupees One Lakh only) as earnest money within 21 days from the date of acceptance in the form of FDR (**Fixed Deposit Receipt**) duly pledged in the name of the " **Executive Director & CEO, AIIMS, Vijaypur, Jammu.**" EMD will be refunded after the end of the tenure of the empanelled vendor, provided there are no outstanding issues.

6. PREPARATION AND SUBMISSION OF APPLICATION

1. **The Applicants are advised to go through the EOI documents in detail and understand the requirement and terms & conditions specified therein before submitting the tender.**
2. Both the bids (**Technical and Financial**) duly signed by the service provider/agency or his/her Authorised Signatory should be submitted in two separate sealed envelopes as described below:
 - (a) **Envelope 1:** containing Technical BID in **Annexure-I** duly completed in all respects along with all relevant documents, duly signed and stamped by Authorised Signatory on each page of Technical Bid and relevant documents and should be super-scribed in bold letters with the statements: '**TECHNICAL BID FOR EMPANELMENT OF VENDORS FOR BOOK SUPPLY TO AIIMS, VIJAYPUR, JAMMU**'.
 - (b) **Envelope 2:** containing the Financial BID, as prescribed in the **Annexure-VI** and should be super-scribed in bold letters with the statements: '**FINANCIAL BID FOR EMPANELMENT OF VENDORS FOR BOOK SUPPLY TO AIIMS, VIJAYPUR, JAMMU**'.
3. Finally, the above-mentioned envelopes should be kept in a single sealed cover/envelop super-scribed in bold letters with the statements - '**BID APPLICATION FOR EMPANELMENT OF VENDORS FOR BOOK SUPPLY TO AIIMS, VIJAYPUR, JAMMU**' and to be submitted/sent at the following address:

Deputy Director (Administration)

All India Institute of Medical Sciences Jammu, Camp Office (Located at) - GMC Doctor's Guest House, Maheshpura Chowk, Jammu- 180001.

4. Following documents (each page duly numbered in continuation) to be submitted along with the Technical Bid:
 - a. Checklist of documents being submitted by Bidders on letterhead of the Agency) (**attached as Annexure-II**)
 - b. Letter for Acceptance of Terms & Conditions of EOI document as per **Annexure-III**.
 - c. Copy of your registration letter of Federation of Publishers' and Booksellers' Association in India (FPBAI)/ Delhi State Booksellers' and Publishers' Association (DSBPA)/ other state Booksellers' and Publishers' Association / other registered federations.
 - d. Recent authorization certificate from reputed publishers for authorized distributor/dealer/supplier of the publishers.
 - e. Enclose list of publisher holding direct account (refer clause 2.2)
 - f. Documentary proof of at least three reputed foreign publishers for importing books directly from them, if applicable (refer clause 2.3)
 - g. Copy of import license (if deal with foreign publication).

- h. Registration Certificate of Firm/Agency.
 - i. Copy of Permanent Account Number (PAN)
 - j. Copy of GST Registration Certificate
 - k. Duly signed certificate (with membership number) from Chartered Accountant (CA) clearly showing financial year-wise turnover.
 - l. ITR of last three financial years (i.e. 2019-20, 2020-21, 2021-22)
 - m. Details of Work experience **(as per Annexure-IV)**
 - n. Proof of Experience : Copies of Appointment Letters/ Empanelment letters/ Agreement/ Purchase Orders etc.
 - o. Self Declaration about Non BlackListing **as per Annexure-V**
 - p. Affidavit raised on non-judicial stamp paper of Rs. 100
 - q. Duly signed and stamped of the entire tender document along with its corrigendum, if any
 - r. All other documents, as required to claim eligibility.
 - s. Mandate form is attached as per **Annexures VII.**
5. The bidder shall offer the maximum discount on books supplied to the AIIMS, Vijaypur, Jammu. Trade discount along with certificate certifying that higher discount is not given to any other Department/ Organization/Institution than offered should be enclosed with Financial Bid.
 6. The Technical Bid should be accompanied by a copy of this EOI Document with each page duly signed by the authorized signatory of the Applicants, who has signed the application, as a token of having read, understood, and complied with EOI, the terms, and conditions contained herein. Applications not accompanied by a duly signed copy of the EOI Document will not be considered.
 7. All the requisite information should be filled up in the prescribed form. Filled-up application form and the required documents should be in readable format and all the pages of the document should be signed by the authorized signatory.
 8. Applications must reach on or before the closing time and date as indicated in the beginning of this document. Any application received after the closing date/time of bid submission shall not be entertained.
Applications received by REGISTERED POST/SPEED POST/COURIER/BY HAND (dropped in the Box Titled as **'TENDER BOX' kept in Camp Office of the Institute i.e., GMC Doctor's Guest House, Maheshpura Chowk, Jammu**) will only be accepted. Applications received by any other mode like FAX, EMAIL etc. will not be accepted. AIIMS, Vijaypur, Jammu will not be responsible for any postal delay.
 9. The AIIMS, Vijaypur, Jammu shall not be responsible for misplacement, loosening, or losing or premature opening of the outer envelope if not sealed / marked as stipulated. This may be the reason for the rejection of the bid. If the financial proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the proposal non-responsive.
 10. **Bid Validity:** The Bid shall remain valid for **90 days** from the last date of submission of the proposal. In case the Applicant withdraws, modifies or changes his offer during the validity period, the application is liable to be rejected and the applicant may be barred for 3 years to participate against any tender / EOI / RFQ of AIIMS, Vijaypur, Jammu.
 11. Any changes/corrigendum/extension of closing/ opening dates in respect of this EOI shall be issued through AIIMS, Vijaypur, Jammu **website, or e-publishing portal** only and no **press notification will be issued in this regard. Applicants are therefore requested to regularly visit AIIMS, Vijaypur, Jammu website (<https://www.aiimsjammu.edu.in>) and e-publishing portal** for updates

12. Application of EOI as submitted by the Applicant shall become the property of AIIMS, Vijaypur, Jammu and AIIMS, Jammu shall have no obligation to return the same to the Applicant.
13. The Applicant shall bear all costs associated with the preparation and submission of the bids and AIIMS, Vijaypur, Jammu will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of this submission of the application process.
14. In case of rejection of the application due to incomplete information or not meeting the terms & conditions mentioned in EOI, the competent authority's decision will be final, and the party shall not be entitled to any compensation for non-issue of work.
15. The Bidder shall not tamper/modify Financial Bid Format in any manner. In case, if the same is found to be tempered/modified in any manner at any stage then the tender will be completely rejected and EMD would be forfeited.

7. BID OPENING & EVALUATION

- 7.1 The bids will be opened by a Committee duly constituted for this purpose. Bids (complete in all respect) received will be opened as per Schedule as mentioned above, in presence of Agencies representative if available. Only one representative will be allowed to participate in the Bids opening.
- 7.2 **Place for opening of Bids: GMC Doctor's Guest House, Maheshpura Chowk, Jammu-180001**
- 7.3 **The Technical bid** will be first opened and evaluated, In the primary screening, technical bid of only those who satisfy the eligibility criteria will be evaluated.
- 7.4 **The Financial bid** of only those bidders whose technical bid is found to be technically responsive by the Committee will be opened. The Financial bids of ineligible bidders will not be opened.
- 7.5 The bidders may depute their authorized representatives to remain present during the bid opening process subject to submission of valid authorization letter in the name of the representative to attend the bid opening process.
- 7.6 **Selection of successful bidder:** The bidder who is technically qualified and quotes the **Highest Discount** shall be declared as the **successful bidder (H-1)**, resulting the supply as **(L-1)**.
- 7.7 In the event of receiving more than one H-1 financial bid quoting the same rate, the final selection of successful bidder shall be made in the following manner.
 - a) The one with the highest turnover during the last 3 years put together
 - b) If more than one bid having the same total turnover, then by "Draw of Lots".
- 7.8 AIIMS, Vijaypur, Jammu may empanel vendors category-wise in case of different H-1 of different categories of Books.
- 7.9 AIIMS, Vijaypur, Jammu reserves the right to empanel one or more agencies through this **EOI**.
- 7.10 AIIMS, Vijaypur, Jammu reserves the right to negotiate the quoted discount percentage rate, only with **the H-1** bidder to arrive at the fair and reasonable discount percentage.
- 7.11 AIIMS, Vijaypur, Jammu reserve the right to give counter offer of the discount percentage to the bidders other than the H-1 bidder to arrive them at the discount percentage of H-1.
- 7.12 Technical Bid containing commercial details or Revelation of Prices in any form or by any reason before opening the Financial Bid shall not be considered.
- 7.13 The institute reserves the right to seek clarifications or additional information/ documents from any bidder regarding its technical bid. Such clarification(s) or additional information/document(s) shall be provided within the time specified for the purpose. Any request and response thereto shall be in writing. if the bidder does not furnish the clarification(s) or additional information/document(s) within the prescribed date and time, the proposal shall be liable to be rejected.
- 7.14 In case the day of opening of tender is declared as a Public Holiday or there is non- functioning of the Institute due to any unavoidable reason, the next working day will be treated as a day for the purpose.

No separate intimation will be given.

8. AWARD OF CONTRACT

- 8.1 The AIIMS, Vijaypur, Jammu is not bound to award contract at the lowest price quoted in the Tender and reserves the right to decide on fair and reasonable price of the services/ goods tendered for any counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidders.
- 8.2 AIIMS, Vijaypur, Jammu reserves the right to engage one or more agencies at a time. One or more agencies may be empanelled through this Tender. Those agencies who accept the offer will be empanelled for supply of books from time to time to AIIMS, Vijaypur, Jammu.
- 8.3 The Successful Bidder should accept the offer within 21 days from the date of receipt of "Letter of intent" failing which the offer will be cancelled.
- 8.4 In case the successful bidder backing out before/after actual award or execution of agreement or declines the offer of contract, for whatsoever reason(s), AIIMS, Vijaypur, Jammu will have right to forfeit the EMD/ Performance Security.
- 8.5 It is clearly understood by the parties that no financial liability of any type is created by issuance of the letter of empanelment.
- 8.6 The Institute does not guarantee any minimum business or assignment which will depend on the requirements, financial resources available and your performance.
- 8.7 AIIMS, Vijaypur, Jammu reserves the right to modify/change/delete/add any further terms and conditions prior to the issue of work order.

9. TERMS OF CONTRACT

- 9.1 **Period of Contract:** Contract period will be initially for one year. This period may be extended on yearly extension basis i.e. (1 yr. + 1 yr ext.+1 yr ext) on same rate and terms & conditions subject to the satisfactory performance.
- 9.2 The discount percentage shall remain unchanged during the entire period of empanelment.
- 9.3 The net payable price will be the publisher's price minus discount offered and accepted by AIIMS, Vijaypur, Jammu.
- 9.4 **Exit Clause:** The contract can be terminated by giving one-month notice period by the Institute and three-month notice by the Vendor. However, in any instant contract will be terminated if service of the vendor will not found satisfactory.
- 9.5 **Contract Agreement:** The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs. 100/- (One hundred only). AIIMS, Vijaypur, Jammu reserves the right to amend the terms & conditions of contract by mutual discussions and shall be in writing. The amended terms and condition will form part of the agreement.
- 9.6 **Sub-Contracting:** The contractor shall not assign, sub-contract or sub-let the whole or any part of the contract if any manner.
- 9.7 AIIMS, Vijaypur, Jammu shall have discretion to give any order to any empanelled agency selected through tendering process and the other agency will not have to claim for the order.
- 9.8 The Institute will have the right to drop any Agency from the empanelled list without assigning any

reason whatsoever. Institute also reserves the right to modify the Terms and Conditions for empanelled Agencies.

- 9.9 The Contract should not be made on the behalf of minor.
- 9.10 The supplier should be able to display the latest books from all leading National/ International Publishers/Government/World Bank/IMF/ILO/UNO/Other Agencies/Public agencies along with their latest catalogs, as per the need of institute. If the supplier is not able to display the latest books as mentioned in the Para, the contract will be terminated.
- 9.11 All books supplied should be as per bibliographic specifications supplied, and if the books are not found satisfactory, the same will be sent back, and the expenditure will be borne by the supplier.
- 9.12 The bidders are required to mentioned tax rate applicable on each category otherwise rates will be treated as inclusive of all taxes.
- 9.13 The contract can be terminated at any time in case the services are not found to be satisfactory.
- 9.14 Please note that if Indian Editions of the books are available in the market, the same should be supplied even if the Foreign Edition is mentioned in our order unless otherwise specified.
- 9.15 No banned book(s) should be supplied, and if any such book is supplied, it would be forfeited.
- 9.16 The supplier undertakes to refund the amount if charges exceed the price of the books.
- 9.17 Only one copy should be supplied unless stated otherwise.
- 9.18 In case agency is unable to meet 70% supply of the ordered items, you cease to have a preference for future orders.
- 9.19 Transit Insurance will be borne by the supplier until the supply reaches the destinations.
- 9.20 Any legal disputes that may arise out of the contract shall be subject to the jurisdiction of courts in Jammu.
- 9.21 Vendor should acknowledge the receipt the purchase order/ supply order preferably by email, which is taken as an acceptance of the purchase order/ supply order.
- 9.22 **Delivery Period:** The supplier has to execute all the supplies within the stipulated time frame **(90 days in case of foreign books and 20 days in case of Indian Books)** from the issue of the order. However, it may please be noted that at times, the supplier will be required to deliver the books against instant orders.
- 9.23 If more time is required for the supply of ordered title(s), the vendor has to inform the undersigned office immediately. If no communication is received from the vendor, then the supply order will automatically stand cancelled after the stipulated time.
- 9.24 Under no circumstance the extension for delivery can be more than twice the original delivery period.
- 9.25 Transportation costs, postal charges, and applicable charges, if any, will be borne by the supplier. The supplier should preferably make the delivery through registered post/courier service or in-person.
- 9.26 Damaged books or books with missing pages shall under no circumstances be accepted by AIIMS, Vijaypur, Jammu and should be taken back by the supplier even after they have been stamped for accessioning at his own expenses.
- 9.27 In case of delay in delivery, the AIIMS, Vijaypur, Jammu may, at its option, cancel the order and/or forfeit the EMD.
- 9.28 Any supplier found to have cheated by supplying old and remaindered books and defaulted in supplying

books even on extended time limit without reasonable grounds, will be liable for blacklisting besides imposition of penalty that may deem fit.

- 9.29 The latest paperback editions should always be supplied unless otherwise mentioned. Indian reprints/editions, if available should be supplied. Librarian of AIIMS, Vijaypur, Jammu should be consulted beforehand if vendors intend to supply hardback editions, if the ordered paperback edition is not available.
- 9.30 In case of foreign edition a certificate would be required from the Supplier that "Indian reprint/edition is not published" for the title (Mentioned name of title).
- 9.31 Only Paper Back edition would be supplied, wherever available. If "Paper Back editions are not supplied a certificate would be submitted stating that "No paperback edition for the book(s) [mentioned name of title(s)] is/are available." **The Books must be of latest edition.**
- 9.32 If any clause or condition is ambiguous, then the vendor should clarify it from the Institute, and the decision of the accepting authority will be final.
- 9.33 **Packing:** Books must be packed by using proper packing materials to ensure that it can withstand the road hazards, natural calamities and not damaged or folded during transit. The packing list giving full particulars of the items must be kept in the packing. The particulars of the order number and date should also be there.
- 9.34 **Penalties:** In the event of the supplier failing, declining, neglecting or delaying the supply or in the event of any damage occurring or being caused by supplier, the Institute shall act without prejudice to any other party remedy available to it under the law for the time being in force in the J&K state.
- Terminate the supply order after 15 days' notice, and or recover the amount of loss caused by the damage, failure or default (including the consequential damage).
 - Impose a penalty up to 10% of the total value of the order and confiscate earnest money.
 - The delay in the supply and imposition of penalty shall be subject to "Force **Majeure**" and "**Arbitration**" clauses of the contract.
- 9.35 **Penalty Clause:** Supply forms the crucial part of the order and therefore, if the supply is not completed in the stipulated time as prescribed in this document or supplier fails to deliver the goods within the delivery schedule as agreed upon; a sum equivalent to 0.5% of the contract value of each week of delay or part thereof subject to maximum deduction of 10% (ten per cent) of the contract value. Once the maximum is reached, termination of the contract may be considered.
- 9.36 Non-fulfillment of any of the above terms shall result in rejection of the Application.
- 9.37 The Successful Bidder should accept the offer within 21 days from the date of receipt of the "**Letter of Intent**", failing which the offer will be cancelled. Once the acceptance has been forwarded by the successful bidder, he should be able to supply books to AIIMS, Vijaypur, Jammu.

10. BILLING AND PAYMENTS:

- 10.1 All the payments will be made in Indian Rupees. 100% payment will be released within 60 days after the supply and acceptance of books by the institute in good condition.
- 10.2 Pre-Receipt bill(s) are to be submitted in duplicate (3 copies). Revenue stamp should be affixed on the originals bill duly signed by an authorized signatory (if billing amount is more than Rs.5000/-).
- 10.3 The vendor will have to submit the bills of foreign books converted to Indian rupees at RBI Exchange Rates on the date of supply of books.
- 10.4 **The bill should have quoted the following:**
- The price has been correctly charged in accordance with the publisher's invoice/printed price.
 - The latest edition/ordered edition of the books have been supplied. No "Remaindered" title is

- supplied.
- iii. Rates are charged as per RBI Exchange Rates (applicable in foreign books).
 - iv. GST, if applicable.
 - v. Ref. No & Date/ ISBN/ Author/ Title/ Publisher/ Currency/ Qty/ Price/ Gross/ Dis. (%) / Net Amount.
 - vi. The bill must contain the item number of the order against the title supplied.
- 10.5 The vendor must submit the following price proof, duly certified and stamped, in support of the price charged:
- i. In case of a foreign title:**
 - a) If the price of the book is not printed, the vendor must submit the publisher's invoice copy of the book as a price proof.
 - b) If a foreign title is exclusively distributed by any exclusive Indian distributor, then the vendor must submit a letter from the publisher/authorized exclusive distributor stating the same and price of the book along with the invoice of the authorized exclusive distributor, as price proof.
 - ii. In case of Indian title:**

If the price of the book is not printed, then the vendor must submit the publisher's/authorized distributor's invoice copy, as price proof. Publisher's Catalogue is generally not accepted as price proof.
- 10.6 All pages of the relevant documents must be signed and stamped by the firm.
- 10.7 TDS/Income Tax etc. are to be deducted at source from the bills of service provider as per rule.
- 10.8 The actual price of publications have been charged without any any handling/postage charges.
- 10.9 No advance payments will be made to the Agency/ Firm under any circumstances.

Deputy Director (Admin)
 All India Institute of Medical Sciences, Jammu
 Name, Signature, and Seal of Authorized Signatory of Applicant

ANNEXURE-I

EOI Ref No:AIIMS/JMU/EOI/LIB/2022-23/01

Dated: 03rd October, 2022**TECHNICAL BID**

(To be submitted on the letterhead of the Agency)

FOR EMPANELMENT OF VENDORS FOR BOOK SUPPLY TO AIIMS, VIJAYPUR, JAMMU

Copies of all supporting documents duly signed and stamped by the bidder in support of below particulars must be attached along with this checklist

| Sl.No. | Requisite Information | Firms Response |
|--------|--|---|
| 1) | Name of the Firm (In Block Letters) | |
| 2) | Registered Office Address (With telephone no. & email address) | |
| 3) | Legal Status of Ownership Proprietary/partnership/Pvt.Ltd./Public Ltd. Company | |
| 4) | Year of Incorporation/ constitution of agency | |
| 5) | Registration No./Trade License No. | |
| 6) | Authorized Signatory Details | Name: _____ Designation: _____ Mobile No. _____ Email: _____ |
| 7) | Details of contact person other than Authorized Signatory: | Name: _____ Designation: _____ Mobile No. _____ Email: _____ |
| 8) | PAN No. | |
| 9) | GST No. and Date of Registration under Goods & Service Tax Act. | |
| 10) | Total No. of year of similar experience. Details of work experience (as per Annexure-IV) in support of Experience related eligibility criteria). | |

| Sl.No. | Requisite Information | Firms Response |
|--------|---|---|
| 11) | Turnover of preceding last three financial years, duly certified by the Chartered Accountant (in Lakhs) | FY 2021-22: Rs _____ (in Lakhs) FY 2020-21: Rs _____ (in Lakhs) FY 2019-20: Rs _____ (in Lakhs) |
| 12) | Agreed to provide all amenities as per tender document / EOI document? | |
| 13) | Agreed to sign for one years, which may be extended for a further period of one year. | |
| 14) | Whether agrees to abide by the terms and conditions of the EOI document, in the event of award of the contract? | |
| 15) | Payment Terms agreed as Specified in EOI documents? | |
| 16) | Bank Details | Beneficiary Name: _____ Account No: _____ Bank Name: _____ Branch: _____ IFSC Code: _____ MICR No.: _____ Type of Account: (Saving/Current) _____ |
| 17) | Any other details the Firm would like to furnish (Example: Awards & Accreditations) | |

This is to certify that all the information stated above is true and correct to the best of my/our knowledge. I/We understand and accept the terms and conditions and further accept that if there is any suppression, fabrication, and misstatement of facts in any form, will at once result in cancellation of my application/ contact and that AIIMS,Vijaypur, Jammu reserves its rights to take such action as it may deem fit in such an eventuality.

(Signature of the authorized Signatory)

Date:.....

Name of Signatory:

Place:.....

Name of the Service Provider(s)/ firm (s)/Agencies:

Annexure-II

INDEX/COMPLIANCE SHEET

(To be submitted on the letterhead of the Agency)

| Sl.No. | Document Name | Compliance (Yes/No) | Page No | | Remarks |
|--------|---|---------------------|---------|----|---------|
| | | | From | To | |
| 1. | Technical Bid as per Annexure-I | | | | |
| 2. | Letter for acceptance of terms & conditions as per Annexure-III | | | | |
| 3. | Copy of your registration letter of Federation of Publishers' and Booksellers' Association in India (FPBAI)/ Delhi State Booksellers' and Publishers' Association (DSBPA)/ other state Booksellers' and Publishers' Association / other registered federations. | | | | |
| 4. | Recent authorization certificate from reputed publishers for authorized distributor/dealer/supplier of the publishers. | | | | |
| 5. | Enclose list of publisher holding direct account (refer clause 2.2) | | | | |
| 6. | Documentary proof of at least three reputed foreign publishers for importing books directly from them, if applicable (refer clause 2.3) | | | | |
| 7. | Registration Certificate of Firm/Agency. | | | | |
| 8. | Copy of Permanent Account Number (PAN) | | | | |
| 9. | Copy of GST Registration Certificate | | | | |
| 10. | Duly signed certificate (with membership number) from Chartered Accountant (CA) clearly showing financial year-wise turnover. | | | | |
| 11. | ITR of last three financial years (i.e. 2019-20, 2020-21, 2021-22) | | | | |
| 12. | Details of Work experience (as per Annexure-IV) | | | | |
| 13. | Proof of Experience : Copies of Appointment Letters/ Empanelment letters/ Agreement/ Purchase Orders etc. | | | | |
| 14. | Self Declaration about Non BlackListing as per Annexure-V | | | | |
| 15. | Affidavit raised on non-judicial stamp paper of Rs. 100 | | | | |
| 16. | Duly signed and stamped of the entire tender document along with its corrigendum, if any | | | | |
| 17. | All other requisite documents in support of Bid as per Terms and Conditions are given in EOI. | | | | |
| 18. | Mandate form is attached as per Annexures VII | | | | |

Place:

Date:

(Signature with stamp of the Agency)

ANNEXURE-III

LETTER FOR ACCEPTANCE OF TERMS & CONDITIONS

(On the letter head of the Agency)

To

Date:

Deputy Director (Administration),
All India Institute of Medical Sciences, Jammu
Camp Office – GMC Doctor’s Guest House,
Maheshpura Chowk,
Jammu-180001 (J&K)

Sub: Acceptance of Terms & Conditions of EOI for ‘SUPPLY OF BOOKS TO AIIMS, VIJAYPUR, JAMMU’ vide EOI’ Ref. No:AIIMS/JMU/EOI/ LIB/2022-23/01

Dear Sir,

I / We have downloaded/obtained the EOI document(s) for the above-mentioned “EOI / Work’ from the website (s) namely as per your notice given in the above-mentioned website(s).

1. I / We hereby certify that I/we have read the entire terms and conditions of the EOI documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract, and I/we hereby shall abide by the terms/conditions/clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/organization with this EOI has also been taken into consideration while submitting this acceptance letter.
3. I / We hereby unconditionally accept the conditions of above mentioned EOI document(s) / corrigendum(s) in its totality / entirety.
4. No employee or direct relation of any employee of AIIMS, Vijaypur, Jammu is in any way connected as Partner / Shareholder / Director / Advisor / Consultant / Employee, etc. with the Agency / Firm / Company.
5. I / We certify that all information and data furnished and attachments submitted with the application by our Agency / Firm / Company are true & correct.
6. I / We are aware that if any information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason thereof summarily reject our bid or terminate our contract, without prejudice to any other rights or remedy including the forfeiture of the Earnest Money Deposit/ Performance Security.
7. I / We do hereby declare that I/we/our firm/company has neither been black listed nor any criminal case is pending against me/us/our firm/our company (attach an affidavit duly notarized on Stamp Paper Worth Rs. 50/- stating that I/we/our firm/company has never been Black listed and no criminal case etc./ is pending against me /us/our firm/company) by any of the Govt. Institute/Ministries /Departments/PSUs.

Yours Faithfully,

(Signature of the Applicant, with Official Seal)

ANNEXURE-IV

DETAILS OF EXPERIENCE

(To be submitted on the letterhead of the bidder)

| Sl.No. | Name of the Organization/Institute where goods/services were provided with Name of contact person, contact No. & Email ID | Value of the contract per annum in INR | Duration of Contract | | Total years of experience (YY/MM) | Whether it is academic institute (Yes/NO) | Copy of contract along with the performance report (Yes/No) |
|--------|---|--|----------------------|-----------------|-----------------------------------|---|---|
| | | | From (DD/MM/YYYY) | To (DD/MM/YYYY) | | | |
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |
| 6. | | | | | | | |

Note: Bidder may add row/rows in the above format, if no. of organizations/Institutions are more.

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. _____

ANNEXURE-V

SELF-DECLARATION ABOUT NON BLACK-LISTING

(To be submitted on the letterhead of the bidder)

To

Date:

Administrative Officer,
All India Institute of Medical Sciences, Jammu
Camp Office – GMC Doctor’s Guest House,
Maheshpura Chowk,
Jammu-180001 (J&K)

Subject: Self declaration about Non Black-isting for “ SUPPLY OF BOOKS TO AIIMS, VIJAYPUR, JAMMU” vide Tender Ref. No. AIIMS/JMU/EOI/ LIB/2022-23/01

Sir,

In response to tender under reference, I/We hereby declare that presently our Agency/Firm/Company is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our agency/ firm is not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and commercial organizations in last five years from the last date of submission of bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD/ Performance Security may be forfeited in full and the tender if any to the extend accepted may be cancelled.

Yours faithfully,

(Name & signature with stamp of the bidder)

ANNEXURE-VI

EOI Ref No:AIIMS/JMU/EOI/LIB/2022-23/01

Dated: 03rd October, 2022

FINANCIAL BID

(To be submitted on the letterhead of the Agency)

FOR EMPANELMENT OF VENDORS FOR BOOK SUPPLY TO AIIMS, VIJAYPUR, JAMMU

Books are to be supplied to the Institute by any convenient mode except VPP as specified in tender.

| TABLE-A (Foreign Books) | | | |
|----------------------------|--|--------------------------------|-----------------|
| Sl.No. | Book Details | Percentage of discount offered | |
| | | Single copy | Multiple copies |
| 1. | Foreign Publications (All books - except reference sources viz., handbooks, dictionaries, manuals and encyclopedias etc.) | | |
| 2. | Foreign Publications (Reference books viz., handbooks, dictionaries, manuals and encyclopedias etc.) | | |
| 3. | Foreign Publications (Government/ Society Publications) | | |

| TABLE-B (Indian/National Books) | | | |
|------------------------------------|---|--------------------------------|-----------------|
| Sl.No. | Book Details | Percentage of discount offered | |
| | | Single copy | Multiple copies |
| 1. | Indian Publications (All books - except reference sources viz., handbooks, dictionaries, manuals and encyclopedias etc.) | | |
| 2. | Indian Publications (Reference books viz., handbooks, dictionaries, manuals and encyclopedias etc.) | | |
| 3. | Indian Publications (Government/ Society Publications) | | |

Note:

- The discount percentage for foreign books are to be quoted in the **Table-A** of BOQ.
- The discount percentage for Indian/ National books are to be quoted in the **Table-B** of BOQ.
- The suppliers who are not filling the eligibility criteria or conditions for foreign book supplier, may quote the discount percentage for Indian Books only, else their financial bid for Indian/ National Books may only be considered.
- The discount percentage shall remain unchanged during the entire period of empanelment.
- Please fill '0' (Zero), in case of not applicable. For example the agency does not have the eligibility in supplying books of foreign publishers, they need to quote '0' (Zero) in Table-A.

Place:

Date:

(Signature with stamp of the bidder)

ANNEXURE-VII

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

The Administrative Officer
 All India Institute of Medical Sciences, Vijaypur
 Jammu -184120

Sub: Authorization for release of payment/ dues from All India Institute of Medical Sciences, Vijaypur, Jammu
 through Electronic Fund Transfer/RTGS Transfer

1. Name of the Party/Firm/Company/institute:

2. Address of the Party:

City _____
 Pin Code _____
 E-Mail ID _____
 Mob No. _____
 Permanent Account Number _____

3. Particulars of Bank

| | | | |
|--|--------|-------------|-------------|
| Bank Name | | Branch Name | |
| Branch Place | | Branch City | |
| PIN code | | Branch Code | |
| MICR No | | | |
| (9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, please attach a Xerox copy of a cheque of your bank for ensuring the accuracy of the bank name, branch name, and code number) | | | |
| IFS Code: (11 digits alphanumeric code) | | | |
| Account Type | Saving | Current | Cash Credit |
| Account Number | | | |

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed and not effected for reasons of incomplete or incorrect information, I shall not hold Chief Administrative Officer, All India Institute of Medical Sciences, Vijaypur, Jammu responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: _____

Date: _____

Signature & Seal of the Authorized Signatory of the Party.

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date: _____

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.

CERTIFICATE OF NO DEVIATION

[To be given on letter head]

NIT No.:

I/We, M/s_____hereby certify that notwithstanding any Contrary indication/conditions else where in our offer documents ,I/We have neither set any terms and conditions nor there is any deviation taken from the conditions of AIIMS, Vijaypur, Jammu's tender specification, either technical or commercial ,and I/We agree to all the terms and conditions mentioned in AIIMS, Vijaypur, Jammu's tender specification with associated amendments & clarification

[Signatures of the Bidder with Name, Designation & Company's Seal]