

**E – TENDER FOR  
SUPPLY OF MEDICAL JOURNALS (NATIONAL &  
INTERNATIONAL) PRINT ONLY  
FOR  
GUJARAT ADANI INSTITUTE OF MEDICAL SCIENCES (GAIMS)  
G. K. GENERAL HOSPITAL  
BHUUJ, KUTCH, GUJARAT  
YEAR 2024**

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## **DISCLAIMER**

This document has been prepared by Gujarat Adani Institute of Medical Sciences (GAIMS) Bhuj, KUTCH, Gujarat. The information is provided to prospective Bidders, who are interested to Bid for supply of goods / works / services as stipulated in this document. This document is neither an agreement, nor an offer or invitation to perform work of any kind to any party.

The purpose of this document is to provide interested parties with information to assist in the preparation of their Bid. While due care has been taken in the preparation of the information contained herein, and believe it to be complete and accurate, neither any of their authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, GAIMS does not claim that the information is exhaustive. The participant is required to check the accuracy, reliability and completeness of the information in this document regarding the present situation and future scope of services etc. for GAIMS.

GAIMS reserves the rights to accept / reject / cancel the tender partially or fully without assigning any reasons at any stage of processing. No bidder shall have any cause of action or claim against the GAIMS for rejection of his / all the tenders.

## E - TENDER TIMELINE

• Date of uploading of e-Tender	18/01/2024 AT 15:00 HRS
• Date of Pre – Bid Meeting (Online)  Google Meet joining info Video call link: <a href="https://events.teams.microsoft.com/event/b30cfd7b-8d8a-48f7-8ad2-61687ea6e432@d28a26d8-e474-44ae-b765-974c02978ebf">https://events.teams.microsoft.com/event/b30cfd7b-8d8a-48f7-8ad2-61687ea6e432@d28a26d8-e474-44ae-b765-974c02978ebf</a>	23/01/2024 AT 16:00 HRS
• Last date for Online Submission of EMD, Tender Fee and Price Bid • Last date of downloading e-Tender	14/02/2024 AT 18:00 HRS
• Last date for <b>Physical Submission</b> of EMD & Tender Fee	20/02/2024 AT 18:00 HRS
• Date of Opening of Technical Bid	21/02/2024 AT 11:00 HRS

**SECTION - I**  
**NOTICE INVITING TENDER AND INSTRUCTION TO BIDDERS**

1. Gujarat Adani Institute of Medical Sciences (GAIMS), Bhuj invites E - Tender in the prescribed form for **Supply of MEDICAL JOURNALS (NATIONAL & INTERNATIONAL)** for GAIMS, Bhuj.
2. **E - Tender Processing Fees:**
  - a. The E - Tender Bid shall be accompanied by **e-Tender Processing Fees of Rs. 2,360/- (Rupees Two Thousand Three Hundred Sixty only)** [Rs. 2,000/- (e-Tender Processing fees) + Rs. 360 /- (18 % Goods and Service Tax (GST))] – Non-Refundable.
  - b. E - Tender Processing Fees must be submitted along with the submission in the form of Demand Draft (DD) / Banker's Cheque drawn on a Nationalized Bank or any other bank recognized by Reserve Bank of India (RBI) payable at Bhuj, in favour of **Gujarat Adani Institute of Medical Sciences**.
  - c. Invoice and receipt against e-Tender processing fees will be provided to bidders after opening of Part-A of e-Tender.
  - d. Any physical submission without E - Tender Processing Fees is liable to be rejected.
3. **Earnest Money Deposit (EMD):**
  - a. The E - Tender Bid shall be accompanied by Earnest Money Deposit (EMD) of Rs. **50,000/- (Rupees Fifty Thousand only)**.
  - b. EMD must be submitted along with the submission in the form of Demand Draft (DD) / Banker's Cheque drawn on a Nationalized Bank or any other bank recognized by Reserve Bank of India (RBI) payable at Bhuj, in favour of **Gujarat Adani Institute of Medical Sciences**.
  - c. Any Physical submission not accompanied by the requisite EMD is liable to be rejected. It is understood that EMD will not bear any interest and shall be returned to all unsuccessful bidders within 60 days after issuing of the Purchase Order to the successful bidder. The EMD will stand forfeited in the event of the bidder whose bid is accepted and fails to execute the contract when called upon to do so. EMD will be returned to all bidders after issuing of Purchase Order to successful bidder (s).
  - d. EMD will be converted to Security Deposit for successful bidders and released after complete supply of order items.
  - e. Total security deposit will be 10% of order value or Minimum of INR 50,000/-, in case of Security deposit is exceed than INR 50,000/- than it will be collected from successful bidder at time of order placement.
4. **Preparation of Bid:**

Bidder's responsibility:

  - a. The Bidder is solely responsible for the preparation and submission of bid.
  - b. The Bidder is expected to study carefully all the contents of E - Tender document as well as terms and conditions and take them fully into account before submitting their bid. Bids, which do not satisfy all the requirements, as detailed in this document, are liable to be rejected as being unresponsive.
  - c. The bidder has to submit the E - Tender online well in advance before the prescribed time to avoid any delay or problem during the submission process.

- d. Alternative Proposal by Bidders: The bidders shall submit their offers that strictly comply with the requirements of the E - Tender document without any deviations with regard to the specification and terms & conditions of the Bid. Bids with such deviations will be rejected.
- e. Language of Bid: The Bid and all related correspondence and documents relating to the E - Tender shall be in English language only.
- f. **Currency of Bid:** Bid prices shall be quoted in Indian Rupees only. The amount mentioned elsewhere in the bid document will also deemed to be in Indian Rupees.

#### **5. Pre – Bid Meeting:**

- a. On line Pre bid meeting will be held on the date mentioned in E- Tender document. Purpose of the pre-bid meeting is to answer queries / provide clarification that the Bidders may have in connection with the E - Tender and to give them relevant information regarding the same. Link pertains to ONLINE Pre-bid meeting is given schedule.
- b. In case of offline meeting, bidders are requested to bring authorization letter, letterhead and stamp/seal of their company at the time of pre-bid meeting. Only written queries shall be accepted from those who present in the pre-bid meeting. No other queries shall be entertained or replied to. If prospective bidders / their authorized representatives wish to raise any queries, then they need to be present in the pre-bid meeting. GAIMS's response (including an explanation on the query but without identifying the source of the inquiry) will only be placed on the E - Tender portal @ <https://www.tender.nprocure.com>. and it will be the responsibility of the bidders to take note of the same.
- c. Technical Specifications and Eligibility Criteria for each item is bare minimum requirement of the institute decided by Technical Expert Committee of the institute.

#### **6. Amendment to E - Tender Bid Document**

- a. At any time prior to the deadline for the submission of Bids, GAIMS, may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders, suitably modify the E - Tender document by an amendment(s) / addendum(s) / corrigendum(s).
- b. The said amendment(s) / addendum(s) / corrigendum(s) shall be made available on the e-tender portal @ <https://www.tender.nprocure.com>. The uploaded amendments shall be binding on the bidders. The Bidders are advised to regularly visit the E - Tender portal @ <https://www.tender.nprocure.com> to ensure that they are aware of the amendment(s) / addendum(s) / corrigendum(s). These shall form a part of the BID documents.
- c. In order to provide prospective Bidders reasonable time for preparing their Bids after taking into account such amendment(s) / addendum(s) / corrigendum(s); GAIMS may, at its discretion, extend the deadline for the submission of Bids.
- d. The above information will only be placed on the E - Tender portal @ <https://www.tender.nprocure.com> and it will be the responsibility of the bidders to take note of the same. No Separate advertisement will be given for amendment(s) / corrigendum(s) / addendum(s).

7. **Submission of Bids:** Bids should be submitted both in hardcopy and online as mentioned in Section III – Bid Submission and Evaluation Process.
8. The last date for Online Submission of completed bid is as per E-Tender timeline. and Physical submission of completed Bids is as per E-Tender timeline. The GAIMS may, at their discretion, extend this date, in which case all rights and obligations of the GAIMS and the Bidder shall thereafter be subjected to the new deadline as extended. If such designated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the last date for submission of E – Tender.
9. Physical submission shall be submitted by hand or through registered post or courier service at the address mentioned in e-Tender document. GAIMS shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of said documents in time.
10. Required documents sent telegraphically or through other means of transmission, which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
11. **Bid Due Date:**
  - a. Bids should be received at the address mentioned in this document, on or before the stipulated/extended date and time as specified earlier.
  - b. GAIMS may, in exceptional circumstances, and at its sole discretion, extend the last date of submission of bids.
12. **Late Bids:** Any Bid received after the deadline prescribed for submission of Bids or extended date as the case may be, herein shall be rejected and will be returned unopened to the Bidder. No E - Tender will be accepted after prescribed closing time for submission of the same. The delay will not be condoned for any reason whatsoever including postal/transit delay. However, if the last date of submission of E - Tender is declared as a holiday by the Government, the last date of submission of E - Tender will be extended to the next working day.
13. **Modifications/ Substitution:** No modification or substitution of the submitted Bid shall be allowed after last date of submission of bids.
14. Bidders who wish to participate in online e-tender will have to procure or should have legally valid digital certificate (appropriate class) from "(n)code Solutions-A division of GNFC Ltd., (n)Procure Cell, 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat)" using which they can submit their electronic bids.
15. In case bidders need any clarifications or if training is required for participating in e-tender, they can contact (n) Procure Support team:- (n) code Solutions- (n)Procure Cell, 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat). Contact Details: Fax : +91-79-40007533 / E-mail : nprocure@ncode.in / Toll Free Number: 1-800-419-4632.

16. For any queries regarding E - Tender Bid process, please contact Commercial Department of GAIMS on phone no. 02832-246 733, Mobile: +91-9726430769 & +91-9726430701, between 10:00 AM to 05:00 PM on working days.
17. GAIMS reserves the rights to accept / Reject / Cancel the E - Tender partially or fully without assigning any reasons at any stage of processing. No Bidder shall have any cause of action or claim against the GAIMS for rejection of his/all the E - Tender (s).
18. Canvassing whether directly or indirectly, in connection with E - Tender is strictly prohibited and the E - Tender submitted by the Bidders who resort to any type of canvassing will be rejected.
19. **Disqualification:**
  - a) Even if a Bidder meets the eligibility criteria and if the Bidder has been Blacklisted / Debarred / Deregistered / Banned / stopped from the services/put on holidays by any state / central government department, organization, undertaking in India; GAIMS at its own discretion and at any stage during the selection process or execution of the Purchase Order, disqualify the Bidder even after bids have been opened and/or work / Purchase Order awarded.
  - b) Non-Disclosure of blacklisting / debarment / deregistration / stop from the service / put on holidays will invite forfeiture / recovery of EMD or Security Deposit or Risk Purchase or disqualification for appropriate period or any other penal action at the discretion of GAIMS without any further reference.
  - c) The concern / firm / company whose product has been declared as of spurious or adulterated quality and any criminal case is filed and pending in any court shall not be eligible to participate for that particular product, in the Bid. Similarly convicted firm/company shall also not be eligible to participate in the Bid.
20. E - Tender will be valid for **180 days** from the date of opening of technical bid. Prior to the expiry of the original Bid Validity Period, GAIMS may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period.
21. The Rates mentioned in the Purchase Order will be valid till the end of contract period from the date of starting the Purchase Order.
22. The E - Tender shall be rejected if :
  - a. Bidder submits conditional E – Tender.
  - b. E - Tender submitted without EMD and / or E - Tender Processing Fees.
  - c. EMD / E - Tender Processing Fee is not as per the requested amount and/or format in the E - Tender document.
  - d. E - Tender which is incomplete or not properly sealed or with overwriting without signature & seal.
  - e. Price is mentioned in technical bid.
  - f. Failure to abide by the various terms & condition of the E - Tender as well as Purchase Order.
  - g. Termination of agency agreement between the Bidder and his principal. (where Applicable)



- h. Supplies of services to GAIMS at a price higher than that to any other Central or State Government agency, Semi Government organizations, Local bodies, etc.
- i. If found guilty of furnishing wrong information.
- j. Unsatisfactory past performance of the bidder.
- k. Non-submission of e-Tender within stipulated time.
- l. Non submission of required documents as shown in General Conditions and Section-II: Eligibility Criteria.
- m. Items with changes / deviations in the specifications / standard / grade / packing /quality.
- n. Stamp paper is not as per statutory provisions.
- o. Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.
- p. e-Tender not filled up properly as mentioned in the e-Tender document.
- q. Non-submission of authority letter in prescribed format for imported items.

## **SECTION - II** **ELIGIBILITY CRITERIA**

Following are list of documents required to be submitted by bidder meeting Eligibility Criteria;

1. Original Tender document of GAIMS duly signed and stamped on each page including amendment(s)/addendum(s)/corrigendum(s), if any.
2. The bidder shall be a Publisher /Bookseller /Distributor. The bidder has to submit publisher's valid authorization letter for the respective International Journals bid, any non-submission will be treated as disqualified for next stage of bid opening.
3. Bidder should have Membership or Registration or Approved Subscription Agent with Good Office Committee (GOC) and Federation of Publishers' and Booksellers' Association in India (FPBAI) and AIPB, wherever applicable. Documentary proof of the same shall have to be uploaded.
4. The bidder should have experience of supplying Medical/Scientific/Technical Books (Indian & Foreign) to Medical College/ Educational Institutions libraries in last three (03) years. Documentary proof of the same shall have to be uploaded
5. The bidder should annual average Turnover of Rs. 50 lacs during last three FY (i.e. 2020-21, 2021-22, 2022-23). Certificate issued by Chartered Account shall be submitted.
6. Bidder should not be blacklisted by any library or educational institution or organization. If it is subsequently found at any stage that the bidder has been blacklisted as mentioned above, the order placed on such supplier, if any, will be treated as cancelled and the EMD/Security Deposit submitted will be forfeited.
7. The bidder should have a Valid License for sale/supply of the journals
8. Technical Specification sheet (Downloaded from <https://www.tender.nprocure.com>)  
– Duly filled, signed and stamped on each page.
9. Annexure – I : Vendor Verification Form

**Note: All photocopies must be submitted duly self-certified true copy / notarized.**

**SECTION – III**  
**BID SUBMISSION AND EVALUATION PROCESS**

1. Bids should be submitted both in hardcopy and online as mentioned below:

**i. Hardcopy Submission of the Bid:**

- a. **E - Tender Processing Fees and Earnest Money Deposit (EMD):** The required E - Tender Processing Fees and EMD as per amount and format mentioned earlier should be submitted in hardcopy in sealed envelope super-scribed with **E - Tender Processing Fees, EMD and Name of Bidder.** Any submission without requisite E - Tender Processing Fees and EMD is liable to be rejected.
- b. Sealed envelope should be submitted to following address:

**The Dean**  
**Gujarat Adani Institute of Medical Sciences (GAIMS)**  
**G.K General Hospital**  
**Opposite Lotus Colony, Bhuj,**  
**Kutch Gujarat, 370001**  
**+91-97264 30769 (Purchase Dept.)**  
**+91-9726430701 (Purchase Dept.)**

**ii. Online Submission of the Bid:**

**a. Technical Bid**

- The E - Tender Bid shall be accompanied by Technical Bid Documents.
- Following documents should be scanned and uploaded in technical bid part of the e-tender online on <https://www.tender.nprocure.com>:
  - a) Documents as asked in Section – II: Eligibility Criteria
  - b) **No Rates are to be mentioned against the specifications or anywhere in the E - Tender Bid document.**
  - c) Technical Specifications document of all the products (items) is uploaded in excel format online on <https://www.tender.nprocure.com>. Bidders are requested to download excel file of Technical specification and fill out the details in excel file. Final detailed file with required specifications should be uploaded online in technical bid part of the e-tender.
  - d) If rates mentioned in the technical specification document or rates mentioned in any other form / document is found, E – tender is liable to be rejected.

- b. Price Bid should be submitted online on E - Tender portal <https://www.tender.nprocure.com>.

**2. Tender Bid Opening**

- i. The bid will be opened on the date & time specified in Notice Inviting E - Tender and the bidder or his authorized representative has the liberty to remain present at that time. However, in unavoidable circumstances, GAIMS can change the date / time / venue of opening or open the bids in the absence of bidder or his authorized representative at its discretion. In case the specified date is declared as holiday by the Government, the bid will be opened on the next working day at the same time and venue specified in the bid.

- ii. Envelope super scribed with "***E - Tender Processing Fees, EMD and Name of Bidder***" will be opened first. They will be checked for completeness and confirmation of submission of the requisite "E - Tender Processing Fees" and "EMD" as per details mentioned in Section – I. If E - Tender Processing Fees and / or EMD is not as per terms and conditions, bid is liable to be rejected and will not be considered for further stage of evaluation and technical bid will not be opened.
- iii. Thereafter online technical bid with uploaded documents will be opened of only those bidders who have submitted E - Tender Processing Fees and EMD as per tender terms and conditions.

### **3. Evaluation of Tender Bid:**

- i. Evaluation of Technical Bids and Price Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material / information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their Technical Bid and Price Bid. However, Tender Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the Technical Bid and Price Bid. The request for clarifications and the response shall be in writing only. No change / addition in the information or substance of the Bid shall be sought, offered or permitted. To assist in the examination & evaluation of Bids, Tender Committee may ask Bidders individually for required clarifications. The request for clarifications and the response shall be in writing.
- ii. If bidder do not meet with the eligibility criteria as mentioned in Section – II: Eligibility Criteria, their bid is liable to be rejected and will not be considered for further stage of evaluation that is price bid.
- iii. GAIMS reserves the right to reject any Bid if:
  - a. At any time, a material misrepresentation is made or uncovered; **or**
  - b. The Bidder does not respond within the stipulated time to requests for supplemental information/ clarifications required for the evaluation of Tender Bid; **or**
  - c. If it is found that the information provided is incomplete/incorrect or facts/ material for the evaluation have been suppressed.

### **4. Process to be kept confidential:**

- i. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- ii. Any effort by a Bidder at any stage of e-tendering process to influence Tender Committee in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of their Bid.

**5. Price Bid Evaluation:**

- i. The Price Bids of Bidders who are not qualifying in Technical Bid stage will not be opened.
- ii. GAIMS shall notify all the technically qualified Bidders of their qualification indicating the date, time and venue for opening of Price Bids.
- iii. Tender Committee shall open the Price Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date, time and venue.
- iv. If a Bidder quotes 'O' rates against each item of E -Tender, the e-tender shall be treated as invalid and rejected.
- v. For particular item, if more than one bidder have quoted same rate, then they will be asked to revise the rate for that particular item, so as to decide L1 status for that particular item.
- vi. Quoted final price i.e., Basic Rate + Applicable Taxes must not exceed Maximum Retail Price (MRP).
- vii. All the Price Bids of various items shall then be ranked in increasing order with the Bidder quoting the least amount ranked as L1, Bidder quoting next higher figure as L2 and so on. L1 will be declared as Successful Bidder and his offer will be processed further. Purchase Order will be issued to L1 bidder for the period of One year.
- viii. Evaluation of quoted price of L1 bidder will be done by GAIMS. Responsiveness of the bids will be checked for each item of the price bid.
- ix. If for any reason bid quoted by L1 bidder is rejected, L2 bidder will be considered for item quoted by L1 bidder, only if L2 bidder will agree to match the prices quoted for items by L1 bidder. If L2 bidder will not agree to match the price quoted for items by L1 bidder, the Tender Committee has right to remove items quoted by L1 bidder from this tender for Purchase Order.

**6. Purchase Order:**

- i. This is an Item wise tender, Purchase Order will be issued to bidder who has quoted lowest rate for individual items.

**SECTION – IV**  
**GENERAL TERMS AND CONDITIONS**

1. At any time prior to the date of submission of E - tender, E - tender Inviting Authority may, for any reason, whether on their own initiatives or in response to a clarification requested by a prospective bidder, modify the condition in E - tender documents by amendment. In order to provide reasonable time to take the amendment into account in preparing their E - tender, E - tender Inviting Authority may at his/her discretion, extend the date and time for submission of E – tender.
2. Conditional E - tender is not acceptable and will be rejected.
3. Bidder should specify the 'Rate per Unit Item' specified in the E - tender Document which exclude all taxes but inclusive of charges such as packing, freight, coolie, hire, incidental charges for door delivery at the Concern Store of the GAIMS.
4. The rate should be quoted only for the unit item specified in the Price Bid. No alteration / modification is allowed in the Price Bid. If there is any alteration / modification in the Price bid the unit item will not be considered for evaluation.
5. Bidder who are not residents of Bhuj should make arrangement to supply from Bhuj Depots / Authorized Distributor / Dealer and clearly specify in the covering letter that local supply will be made. Name and address of the local Authorized Distributor or Dealer should be furnished in the E - Tender itself. (All terms and conditions will be binding to Original Manufacturing Companies or their Authorized Distributors or Dealers)
6. If bidder is eligible to claim Input Credit for tax paid by them on their purchases, bidder should pass the benefit of Input Credit to the institute while quoting the rates.
7. Representation for enhancement of rates, even after changes in foreign exchange rates defer, once accepted will not be considered during the contract period.
8. The downward revision of the price in the market must be communicated to the GAIMS immediately with appropriate documentation by Bidder and Purchase Order for that item will be revised to new reduced rates. In the same way any price rise due to increase in government levies / taxes will be applicable only after approval by the GAIMS after producing appropriate documentation by Bidder.
9. During validity of e-tender if the statutory authority changes the prevailing rate of taxes, the difference of rate of taxes will be given to / recovered from the respective bidder.
10. The bidder who quotes other than listed item will not be considered.
11. GAIMS has a right to reject and disqualify the supplier based on their past performance about their supplies where he was not found consistent and intime supplies as per Tender and Po Terms,
12. **DELIVERY PERIOD:**
  - i. National / International Journals supply within Six weeks of publishing to be sent only through AIR MAIL / Post / Courier directly to Central Store Department, GAIMS & Online activation of Journals should be activated within Four Weeks of Advance Payment.
  - ii. Acceptance of item after delivery period will be at discretion of The GAIMS.
  - iii. The delivery of the item will have to be made to the Central Store Dept. of GAIMS between 9.00 am to 5.00 pm on working days.

### **13. Payment Terms:**

- i. In case of order value more than 5 lakhs for INTERNATIONAL JOURNALS only , 100% advance payment will be made by GAIMS against submission of Advance Payment Bank Guarantee in form of Advance Bank Guarantee from Nationalized / Schedule Bank of 100% of the Purchase order value. Advance Bank Guarantee shall be valid up to 18 Months from Purchase Order date. If bidder fails to supply the journals within stipulated time period, amount will be recovered from the Advance Bank Guarantee.
- ii. In case of Order Value less than 5 Lakhs (in total) the Payment terms would be within 30 days from date of receipt of respective supplies of journals at GAIMS, Bhuj.
- iii. Selected Bidder have to present Proforma Invoice along with Advance Bank Guarantee for advance payment process, if any.
- iv. The bills are to be prepared in triplicate (mentioning original, duplicate and triplicate) on the name of "Gujarat Adani Institute of Medical Sciences"
- v. The Bills should be prepared with GST number and HSN code for each item, if applicable.

**14.** All questions, disputes of differences arising out of and / or in connection with the contract, if concluded shall be subjected to the exclusive jurisdiction of the court at the place under which the acceptance of E - Tender Bid issued and situated i.e. Bhuj only and as per the prevailing Law of India and of Gujarat and in English language only.

**15.** In case of any dispute whatsoever the decision of The Tender Committee, GAIMS will be final and binding to bidders.

**16.** The bidder shall not sublet the contract in full or any part.

### **17. LD (Late Delivery) Penalty Clause:**

- a. Delivery schedule is essence of this contract. Bidder has to deliver the item within the time limit stipulated in Purchase Order.
- b. Unless the penalty is waived by the Institute, Bidder shall have to pay the penalty 0.5% of the PO Price (along with applicable GST) for such undelivered Goods, for each completed week of delay or part thereof, subject to a maximum of 5% of the PO Price from Security Deposit and / or Advance Bank Guarantee.

### **18. Penalty Clause:**

- i. **Irregular Supply:** The successful bidders have to supply uninterruptedly the ordered item as per terms and conditions mentioned in Purchase Order. If bidder is not able to supply item uninterruptedly then bidder has to supply equivalent Brand of item with necessary quality certification as specified therein at the same negotiated price of E - Tender with same terms and conditions.
- ii. On the event of order being placed with the contractor against this tender, if contractor fails to supply any Journals as per terms and conditions of acceptance of tender or fails to replace any stock rejected by the direct demanding officer or Any person authorized by Dean, GAIMS on his behalf they are entitled to purchase from elsewhere such stocks from any other source at such price at his discretion without notice to the contractor and if such price shall exceed the rate set out in the schedule of acceptance of tender, the contractor shall be responsible to pay the difference between the price at which such stocks have been purchased by the direct demanding officer and the price calculated at the rate set out in the schedule.

- iii. **Damaged or Defective item:** In the event of any shortage / breakage / damage / defect (noncompliance with specifications of GAIMS) of item being noticed in the sealed containers / boxes etc. even after release of the payment, the supplier will be bound to make good such difference noticed on intimation within 30 days. Item if found damaged, substandard, expired, with short expiry period and found to be decayed / infected / spoiled before the date of expiry, will have to be taken back and replaced by new item at the cost and risk of the supplier within a period of one week or will have to issue the credit note.

Institute reserves the right to impose the penalty as detailed below with right to the above non – compliance as stated above.

- a. Penalty up to 5% of the unsupplied / rejected items may be imposed as decided by the Tender Committee of the Institute.
- b. Forfeiture or adjustment of Security Deposit in whole or to the extent necessary as considered fit by the Institute.
- c. In case of failure to supply the journals within the stipulated delivery period the Institute also reserves the right to enforce forfeiture of entire security deposit apart from non-supply Journal amount. This is without prejudice to any other legal remedies that the institute may resort to against the supplier.

- 19. Bank Guarantee Format:** Bank Guarantee must be inline and strictly as per format as per Annexure –II.
- 20.** Whenever under this contract any sum of money is recoverable from the Bidder and payable by the bidder to the Institute, Institute shall be entitled to recover such sum by appropriating in part or whole the pending bills and / or Security Deposit of the Bidder, if a security deposit / Pending bills being insufficient or if no security has been taken from bidder, then the balance of the total sum recoverable as the case may be deducted from the sum due to the bidder under this or any other contract (with GAIMS) and remaining balance due will be recovered as arrears of 'Land Revenue Dues' under provision of relevant act.
- 21.** The E.M.D. shall liable to be forfeited in the following circumstances when the: E - Tender Bid is rejected due to failure to furnish the requisite documents in the proper format or giving any misleading statement or submission of false affidavit or fabricated documents.
- 22.** The Contract can also be terminated at any stage without assigning any reason by the Dean, GAIMS in the following circumstances:
- i. Information obtained from other sources regarding prosecution under any of the tax laws or the FDA act on bidder.
  - ii. Supplies of goods to GAIMS at a price higher than that to any other Central or State Government agency, Semi Government organizations, Local bodies etc.
  - iii. In case if item is recalled / withdrawn by issuing authority.
- 23.** The Tender Committee reserves the right to reject the E - Tender in whole or in part at any stage without assigning any reason and the decision of the Tender Committee of GAIMS will be binding to the bidders. The bidder will not be entitled for any compensation whatsoever, in respect of such cancellation.
- 24.** The Institute reserves the right to order the item as per requirement.



25. Each item quoted for in the schedule will be considered as a separate and distinct quoted bid in itself and rates for each item should be quoted separately.
26. Each page submitted against this E - Tender should be serially numbered & signed with company seal of the bidder except the demand draft for EMD.
27. For any item, if required by the institute, free demonstration and / or training should be arranged at the institute by bidder at their own cost.
28. Bidder has to give further guarantee that quoted products (items) shall be made available as and when required.
29. The bidder should read this document very carefully and comply with the instructions / terms / conditions therein positively. Any bidder who does not confirm with the instructions / terms / conditions contained therein is liable to be rejected without any reference.
30. **Force Majeure:** Neither the bidder nor the purchaser shall be considered to be in default in the performance of their obligations, if such performance is prevented or delayed for any causes beyond the reasonable control of the bidder such as riots, wars, sabotage, epidemics, fire, flood, earthquake or because of any law and order, proclamation, regulation or ordinance of any Government or because of an act of God.
31. The E - Tender Inviting Authority, GAIMS does not pledge itself to accept the lowest or any E - Tender and also reserves the right to accept the whole or any part of the E - Tender against any item at his discretion. The E - Tender will be accepted if E - Tender Inviting Authority, GAIMS is fully satisfied about the samples, production, sale, quoted price, technical details, and utility of item and past performance of bidder.
32. E-Journals should be made available to GAIMS' intranet through specific IP Address given directly to publishers. Bidder has to work in coordination with GAIMS IT Department for IP Address configuration.
33. E - Journals, if required ID and Password for the subscription, bidder has to provide GAIMS unique ID and Password in coordination with publisher and IT Department of GAIMS.
34. Proof of remittance of subscription to the publishers (both Indian and Foreign) has to be produced to the Dean; Gujarat Adani Institute of Medical Sciences, GK General Hospital Campus, Opp. Lotus Colony, Bhuj-370001, Gujarat, India

**ANNEXURE - I**  
**VENDOR VERIFICATION FORM**

For office use only...

**Requester Name (from Adani group)**

**Employee ID**

**Ext. No. / Mobile No.**

To,  
E-Payment Cell  
Adani Group.

**Sub: E-Payments for vendor payments**

**Vendor code:** \_\_\_\_\_

**Company Code:** \_\_\_\_\_

**Bank Details:**

- Title of Account in the Bank
1. (Name in which the account is held with the bank) : \_\_\_\_\_  
Account Type
  2. (Please mention here whether account is savings or current or cash credit or any other) : \_\_\_\_\_
  3. Bank account number : \_\_\_\_\_
  4. Name of the Bank : \_\_\_\_\_
  5. Bank Branch Name : \_\_\_\_\_
  6. Bank City : \_\_\_\_\_
  7. Bank Contact Person's name : \_\_\_\_\_  
(Please mention here at least name of 2 persons)
  8. Bank Tele Number with STD code : \_\_\_\_\_
  9. Bank Branch MICR Code : \_\_\_\_\_
  10. Bank Branch IFSC Code : \_\_\_\_\_

\_\_\_\_\_  
Name & Signature of Vendor  
Stamp of Vendor

\_\_\_\_\_  
Name & Signature of Banker  
Stamp of Banker

**Vendor Details:**

1. Name of Vendor / company : \_\_\_\_\_
2. Name of Contact Person : \_\_\_\_\_
3. Designation of Contact Person : \_\_\_\_\_  
\_\_\_\_\_
4. Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Phone Number (Land Line with STD Code) : \_\_\_\_\_
6. Phone Number (Mobile) : \_\_\_\_\_
7. E – Mail Address : \_\_\_\_\_
8. Permanent Account Number (PAN) : \_\_\_\_\_
9. Goods and Service Tax (GST) Reg. No. : \_\_\_\_\_
10. Website (If any) : \_\_\_\_\_
  
11. Annual Turnover : Less than 5 Cr [     ]  
: More than 5 Cr [     ]

\_\_\_\_\_  
Name & Signature of Vendor  
Stamp of Vendor

**Note:**

**Please attach self-certified photocopies of following documents with this vendor verification form:**

- 1. PAN Card**
- 2. GST Reg. No.**
- 3. Cancelled Cheque**
- 4. MSME Certificate or (if not registered under MSME) provide Declaration (Form enclosed)**
- 5. Last 03 years Annual Turnover Certificate**
- 6. AADHAR CARD COPY**

[To Be Printed on Vendor's Letter Head]

*Format - (A)*

**CONFIRMATION ON APPLICABILITY OF "MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 (MSMED ACT 2006)**

I / We hereby confirm the following.

1. Our organization is registered under the MSMED Act 2006 :

Yes [  ]

No [  ]

*(Please put a tick in the appropriate box)*

2. If Yes, That the certificate so obtained is valid as on today's date:

Yes [  ]

No [  ]

*(Please put a tick in the appropriate box)*

3. If the answer to Q 1 is yes, kindly provide the following additional information:

Our organization falls under the definition of:

a. Micro Enterprise - [  ]

b. Small Enterprise - [  ]

c. Medium Enterprise - [  ]

*(Please put a tick in the appropriate box)*

Self-attested copy of valid registration certificate / Valid Document [indicating registration no.] of being a Micro/ Small/ Medium Enterprises is enclosed.

**MSMED Registration No:**

**Certificate Issued Date:**

I / We hereby undertake that in case in future there is any change to the above facts, the same shall be intimated to Gujarat Adani Institute of Medical Sciences, Bhuj including its subsidiaries on mail ID: [commercial\\_support@gaims.ac.in](mailto:commercial_support@gaims.ac.in) & [accounts@gaims.ac.in](mailto:accounts@gaims.ac.in)

I / We hereby confirm that we comply with the investment criteria required for Micro, Small, Medium enterprise under the MSMED Act 2006.

**Place:**

**Date:**

**Name:**

**Signature of Authorized Signatory:**

**Designation:**

**Name of Organization with Seal:**

**CIN Number:**

**PAN Number:**

## **ANNEXURE-II**

### **Verification, Undertaking & Documents**

From: M/ s.....

No.....

.....  
.....  
.....

To: Dean

Gujarat Adani Institute of Medical Sciences,  
GK General Hospital Campus, Opp. Lotus Colony, Bhuj-370001, Gujarat, India.

Sub: Supply of journals

**Ref:** Tender Enquiry//.....

**Sir,**

I / we enclose the priced tender from duly signed & stamped. Necessary documents are enclosed herewith. The rates quoted against each item are inclusive of excise duties and other charges. I / we shall abide by all these conditions. I / we hereby undertake to supply the journals to the consignees as per the terms of the R.C Mentioned in the Bid documents.

I / We certify that the copies of the certificates / documents attached herewith are authentic true copies of the original certificates / documents and I / we undertake to produce the original certificates / documents for verifications on demand. I / we undertake to supply the attested copies of certificate / documents required at the time of signing the letter of agreement if my / our offer is accepted.

I / We certify that I / we are in possession of the requisite licenses / permits required for the manufacture / supply / sale / distribution of the items and further certify that the said licenses / permits have not been revoked / cancelled by the issuing authorities and are valid as supply of the items quoted in the Tender Enquiry by any Government Department / Organization / undertaking in India.

I / We also take cognizance of the fact that providing misleading or questionable information or failure to furnish correct or true information to you or any other Direct Demanding Officer or failure to comply with any contractual requirement laid down by you / them will be considered as a serious breach of the terms and conditions of the tender and will invite disqualification and other penal action as deemed fit by the Authority.

**Yours faithfully,**

Date: .....

## **ANNEXURE-III**

### **(FORMAT OF AUTHORIZATION LETTER FOR AUTHORIZED DISTRIBUTOR) (IN ORIGINAL) (IF Applicable)**

I / we \_\_\_\_\_ hereby declare that...

1. M/s. \_\_\_\_\_ is our authorized distributor for our products from date and they are authorized to quote and follow up on our behalf and the said agreement is valid in force as on date.
2. I / We undertake to supply the drugs / items, for which the quotations of following items are submitted by M/s, \_\_\_\_\_ On our behalf in respect of Tender Enquiry #
3. I / We have read all the terms and conditions of the enquiry and the same are irrevocably binding upon us till the expiry of the Purchase Order / contract signed & executed on our behalf;
4. I / We shall notify the Dean, GAIMS immediately if there is any change in the agreement between M/s. \_\_\_\_\_ and me/us regarding authorized distributorship of our products and further undertake to supply the items quoted by the distributor on my / our behalf at the quoted in the tender enquiry in case of such a change of agreement.
5. This authority is applicable only for Tender Enquiry #\_

**Date:**

## ANNEXURE-IV

### CHECK LIST

Sr. No.	Name of Documents	Yes/No	Remarks	Page No.
1	D.D. of tender fee submitted			
2	Separate envelope of Tender Fee			
3	Separate envelope of Tender EMD			
4	Bid Document stamped and initialed on each page.			
5	Submission of tender documents in sealed envelope.			
6	Separate envelope of Technical bid.			
7	Full details of ownership and name of Directors with Id proof and Address Proof			
8	Whether self-attested copies of all documents attached. YES/NO Whether every page			
9	Satisfactory annual turnover of the firm for the last three consecutive years with documentary evidence. Audit report of CA for last 3 years should be attached. (Mention enclosure number).			
10	Each envelope super scribed with details of tender inquiry and part enclosed. <b>(Kindly mentioned clearly on main envelop that bid is for Journals)</b>			
11	Enclose details of valid registration with Good Office Committee (GOC) Federation of Publishers' and Booksellers' Association of India (FPBAI) Any Other State/National Association (s) of books suppliers. and State and Local Authority Registration certificate(s)/identity Certificate License ( Mention enclosure number)			
12	Any other Documents and details (Pls. Mention )			

**ANNEXURE - V**

**Bank Guarantee Format**

Format Advance Payment Bank Guarantee is enclosed.

**Important guideline for Advance Payment Bank Guarantee as below:**

- ❖ Validity of ABG: 18 months from PO date.
- ❖ Claim Date: 19 Months from PO date.
- ❖ Expiry Date: 20 months from PO date.



### **ADVANCE PAYMENT BANK GUARANTEE**

WHEREAS [●] [*insert name of the Buyer*] (hereinafter referred to as the "Buyer" or "You") has placed an order on [●] [*insert name of the Seller*] (hereinafter referred to as the "Seller") *vide* purchase order number [●], dated [●] and having a value of [●] (Rs. [●] only) [*insert the value of the purchase order*] (hereinafter referred to as the "PO Documents") and has agreed to advance a sum of Rupees [●] (Rs. [●] only) [*insert bank guarantee value*] as and by way of advance payment in terms of the aforesaid PO Documents (hereinafter referred to as the "Advance Payment"). AND WHEREAS THE Advance Payment is payable to the Seller by You against the Bank (*as defined herein below*) furnishing an unconditional and irrevocable bank guarantee in the form and manner hereinafter specified. Therefore, we, [●] [*insert details of the Bank issuing the guarantee*] (hereinafter referred to as the "Bank" or "We" or "Us"), do hereby covenant and agree with You as follows:

1. We hereby irrevocably and unconditionally guarantee and undertake to pay to You, forthwith and on your first demand or claim in writing, any and all amounts payable with respect to the refund of the Advance Payment (hereinafter referred to as the "Guaranteed Amount") by reason of any default on the part of the Seller under the PO Documents. We shall, forthwith on first demand or claim in writing by You, without recourse and without any demur, reservation, contest or protest whatsoever, pay to You any sum or sums not exceeding in the true total, the Guaranteed Amount, as may be claimed by You to be due from the Seller by way of refund of such Advance Payment by reason of any defaults or non-performance on the part of the Seller in terms of the PO Documents (hereinafter referred to as the "Guarantee").
2. This Guarantee shall continue and hold good until it is released by You after completion of the work in accordance with the terms of the PO Documents, provided always that this Guarantee shall come into effect from the date of this Guarantee and shall remain in force till [●] [*insert date till which this Guarantee is valid*] with a claim period of 1 (one) month from such date, i.e. up to [●] [*insert date which shall be one month from the end of validity period*] or till such date as may be extended in terms of the PO Documents. In the event the time for performance of the Seller's obligations under the PO Documents is extended, this Guarantee shall be extended by such equivalent time. Upon receipt of such extension notice, validity of this Guarantee and the period to lodge any claims with the Bank shall be extended accordingly.
3. The Seller has assured the Buyer of due performance of all its obligations under the PO Documents in accordance with the terms therein. Any demand or claim made by You in writing, with respect to the amount due and payable by the Bank, shall be conclusive and binding on the Bank, without any proof of such payments having become payable, and shall be payable forthwith without any delay and in any case no later than the next business day from the date of presentation of the letter of invocation of the Guarantee, notwithstanding any claim, dispute, counter claim, assertion or proceedings pending before any court, tribunal, arbitrator or any other authority, as liability under these presents being absolute and unequivocal and the Bank hereby waives all such defences. Notwithstanding anything to the contrary, the Buyer's decision as to whether the Seller has made any such default or defaults as the amount to which You are entitled by reason thereof shall be binding on Us and We shall not be entitled to ask You to establish or provide any evidence in respect of the claims under this Guarantee but shall pay the same on demand without any objection.
4. You shall have the liberty without affecting the Bank's obligation under this Guarantee, to: (a) modify the PO Documents or any part thereof; or (b) extend the time for performance of the PO Documents by the Seller and either to enforce or forbear to enforce any of the terms and conditions contained in or implied in the PO Documents and We shall not be released from our liability under this Guarantee by reason of any time extension being provided to the Seller or any other forbearance, act or omission on your part or any indulgence by You to the Seller or by any

variation or modification of the said PO Documents or any other act, matter or thing whatsoever which under the law relating to sureties would, but for the provisions thereof, have effect of so releasing Us from our liability hereunder. Provided always that nothing contained herein shall enlarge our liability hereunder beyond the Guaranteed Amount or extend the period of the bank guarantee beyond the expiry of the validity of this Guarantee, i.e. [●] *[insert date on which validity of this Guarantee expires]*, unless expressly agreed to by the Bank in writing.

5. This Guarantee shall not in any way be affected by: (i) the Buyer taking or varying or giving up any securities from the Seller or any other persons, firm or company on its behalf; (ii) the winding up, dissolution, insolvency, bankruptcy, re-organisation, liquidation or death, as the case may be, of the Seller; or (iii) inability to perform the PO Documents or to make payment by the Seller, for any reason whatsoever and in such cases the Guaranteed Amount shall be promptly paid by the Bank to the Buyer on demand.
6. No failure or delay on the Buyer's part in exercising any right, power or privilege hereunder and no course of dealing between You and Us, or the Seller, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
7. We further confirm that our obligations under this Guarantee shall, in all respects, be irrevocable and unconditional during the tenure of this Guarantee until discharged by You.
8. This Guarantee shall cover all claim or claims of the Buyer against the Seller from time to time arising out of or in relation to the Advance Payments under the said PO Documents and in respect of which your demand or notice in writing is received by Us before [●] *[insert date on which claim period expires]*. The Buyer may make more than one demand hereunder provided that the sum total of all demands shall not exceed the Guaranteed Amount.
9. We irrevocably agree that You, at your option, shall be entitled to enforce this Guarantee against Us as a principal debtor and not merely as surety, in the first instance, without proceeding against the Seller and notwithstanding any security or other guarantee that You may have in relation to the Seller's liabilities under the PO Documents. This Guarantee and the rights, powers and remedies herein contained are in addition to and not by way of limitation, exclusion or substitution of any rights, powers or remedies which You would otherwise have or any other guarantee here before given to You by Us (whether jointly) with others or alone and now existing and that this Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. We agree that any notice under or pursuant to this Guarantee can be served upon: (i) the Buyer at [●] *[insert address of the Buyer]*; and (ii) the Bank at its office at [●] *[insert address of the Bank]* or at any branch of the Bank in Ahmedabad, Gujarat, India. If any notice is served after 1700 hours on a day, such notice shall be deemed to have been served on the succeeding day. All notices, request, documents or other communication under or pursuant to this Guarantee shall be deemed to have been served, if served through electronic means, when sent to *[insert e-mail address of the Bank]*, if served by hand delivery, when delivered, or when served through post or courier, within 5 (five) days of dispatch of such post or courier or receipt of such post or courier, whichever is earlier. Either party may change their address for such notice or other communications by prior written notice to the other party.
11. This Guarantee shall not be discharged due to:
  - (a) any change in the constitution of the Seller or Us nor shall it be affected by any change in the Buyer's constitution or by way of any merger or amalgamation thereof or therewith;
  - (b) any time extension or waiver granted to, or arrangement with, the Seller, or any other person;

- (c) any unenforceability, illegality or invalidity of any obligation of any person under the PO Documents or of our obligation under this Guarantee; or
- (d) any part performance of the PO Documents by the Seller.
12. You may assign this Guarantee to your affiliates, lenders, security agents or investor and in such case You shall inform the Bank in writing. This Guarantee shall not be assigned or transferred by the Bank.
13. We represent and warrant to You that We have duly executed and delivered this Guarantee, and this Guarantee constitutes our legal, valid and binding obligation which is enforceable in accordance with its terms.
14. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
15. The Bank hereby declares that it has the power to issue this Guarantee under the applicable law in India and the undersigned who are executing this Guarantee on behalf of the Bank have the necessary powers to do so.
16. Notwithstanding anything contained herein, the Bank hereby confirms that:
- (a) our liability under this Guarantee shall not exceed the Guaranteed Amount;
- (b) this Guarantee shall be valid up to \_\_\_\_\_;
- (c) We are liable to pay the Guaranteed Amount or any part thereof under this Guarantee only and only if You serve upon Us a written claim or demand on or before [insert validity of this Guarantee plus claim period] and if a written claim or demand has been served upon the Bank thereto, the Bank shall be discharged of all liabilities under this Guarantee upon payment of the Guaranteed Amount; and
- (d) this Guarantee shall be operative and payable at any branch of the Bank in Ahmedabad, Gujarat, India.

Dated this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_

For	[_____]	For	[_____]
Authorized Signatory	[_____]	Authorized Signatory	[_____]
Name	[_____]	Name	[_____]
Designation	[_____]	Designation	[_____]
Place	[_____]	Place	[_____]
Date	[_____]	Date	[_____]