

Empanelment for Supply of Ayurveda/ Medical/ Technical
Books

For the Library of All India Institute of Ayurveda (AIIA)

(Two Bid System)

January-2015

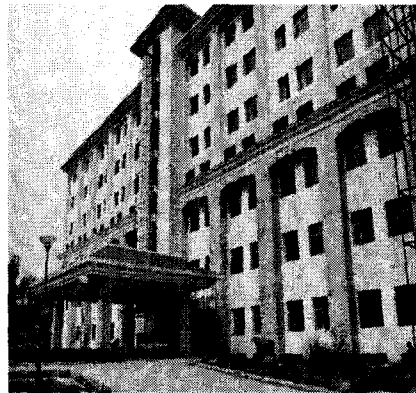
All India Institute of Ayurveda (AIIA)

(An Autonomous Organisation under the Ministry of AYUSH)

Govt. of India

Gautampuri, Sarita Vihar, Mathura Road,

NEW DELHI-110076



Phone No.- 011-29948658

Tender No. AIIA/Lib/Technical Books/1/2014-15

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अखिल भारतीय आयुर्वेद संस्थान
ALL INDIA INSTITUTE OF AYURVEDA (AIIA)

(आयुष मंत्रालय, भारत सरकार के अंतर्गत स्वायत्त संस्थान)
(An Autonomous Organization under the Ministry of AYUSH, Govt. of India)
गौतमपुरी, सरिता विहार, मथुरा रोड, नई दिल्ली-110076

Gautampuri, Sarita Vihar, Mathura road, NEW DELHI-110076

Gautampuri, Sarita Vihar,
Mathura Road,
New Delhi-110076

Dated the.....March, 2015

NOTICE INVITING TENDER

Sub: Empanelment of Publishers/Distributors/Agencies/Firms for procurement of Medical and Ayurveda Books for the Library of All India Institute of Ayurveda (AIIA), New Delhi- reg.

1. Sealed tenders are invited from reputed, experienced and financially sound Publishers /Distributors/Agencies/Firms for supplying scientific/ technical/medical books, Reports and Serials (Indian and Foreign).

2. Tender Fee:

A Tender Fee of Rs.500/- (non refundable) will be charged. The Fee in the form of Bank Draft/ Pay Order drawn in favour of **Director, All India Institute of Ayurveda (AIIA)**, payable at **New Delhi** should be enclosed in a separate cover along with the Technical Bid. On the cover "**Tender Fee**" may be neatly written;

3. The bidding firms should be presently in the business of providing Medical Books to Libraries/ Institutions at least for the **past 3 years** and should have a minimum turnover of **Rs.50.00 lakhs** during the last three years.

4. Contract Period:

The contract period will be valid for a period of two year from the date of award of contract, which may be extended subject to the terms and conditions attached at Annexure-I;

5. Submission of Tender Documents:

- (i) The main envelope containing the Technical Bids, Financial Bids and Earnest Money Deposit must be superscribed '**Tender for supplying of Medical and Ayurveda Books**'.

The quotations may be submitted in person or through speed/Registered post **Administrative Block of All India Institute of Ayurveda (AIIA), Gautampuri, Sarita Vihar, Mathura Road, New Delhi-110076** by the stipulated date and time.

- (ii) Tender is invited under Two Bid system i.e. Technical Bid (Envelope A) & Financial Bid (Envelope B) which should be as under.

- a) Separate Envelop (A) should contain Technical Bid as per Annexure II alongwith EMD of Rs.50,000/- in the form of DD/BG/FDR draw in favour of Director, All India Institute of Ayurveda (AIIA), New Delhi.

Alongwith duly signed terms and conditions. DD of Rs.500/- payable to "Director, All India Institute of Ayurveda", towards cost of tender documents and Earnest Money Deposit of Rs.50,000/- should also be enclosed alongwith Technical Bid. This sealed envelope is to be superscribed as 'Envelope A'- TECHNICAL BID.

- b) Envelope (B) as per Annexure III should contain Financial Bid, this sealed envelope is to be superscribed as 'Envelope B-Financial Bid.'

- (iii) Both the envelopes i.e. Envelope A & Envelope B are to be placed in another sealed envelope supercribed as '**TENDER FOR PROVIDING MEDICAL AND AYURVEDA BOOKS.**'

- (iv) The inner and inter envelope shall be addressed to the following address and shall be submit to /dispatched so as to reach before the expiry date and time for submission of Bids.

The Director,
All India Institute of Ayurveda,
Ministry of AYUSH, Govt. of India,
Gautampuri, Sarita Vihar,
Mathura Road, New Delhi-110076

- (v) The main envelope should be send by post (registered/speed) or dropped in the Tender Box placed at "Administrative Block of All India Institute of Ayurveda (AIIA), Gautampuri, Sarita Vihar, Mathura Road, New Delhi-110076."

- (vi) Financial Bids of only those bidder who are shortlisted on the basis of Technical bids shall be opened and considered for award of contract for supply of Books/Reports/ Social (Indian and Foreign).
- (vii) Tender received without DD of Rs.500/- towards, the cost of Tender fee shall be rejected instantly.
6. The Tenders will be allowed to be dropped in the Tender box on working days between **10.30 A.M. to 5.00 P.M.** The last date of receipt of the Tender documents will be **16th March, 2015 upto 5.00 P.M only.**
7. Tenders received after the last date will not be accepted;
8. The Technical bids shall be opened at **3.00 P.M on 17th March, 2015** at Committee Room of All India Institute of Ayurveda (AIIA), New Delhi in the presence of such tenderers or their authorized representatives, who may wish to be present;
9. The tenderers, whose Technical bids are accepted, will be informed about the date of the opening of financial bids;
10. The competent authority in the Institute reserves the right to accept or reject any/all tenders without assigning any reason, therefor;
11. The tendering firms/publisher should not have been blacklisted by any Library/Institute; and should provide a under taking on non-judicial stamp paper attested by Notary in this regard.
12. **Bidders should ensure that all the pages of bid document should be properly numbered in continuous order and that an Index should be provided to the bid document for quick reference to the requisite documents.**

The details of the Tender document is available on the website of this Centre Council for Research in Ayurveda and Sciences (CCRAS), Jankapuri, New Delhi (www.ccras.nic.in).


DIRECTOR

Scope of work

All India Institute of Ayurveda (AIIA) is a new up-coming Institute as Autonomous Organization under the aegis of Ministry of AYUSH, Govt. of India. The Institute will impart postgraduate, doctoral, post-doctoral and Super-specialty Fellowship Programmes in major streams of Ayurveda. All India Institute of Ayurveda (AIIA) will act as a referral hospital and a “Centre of Excellence” to set highest standards of education, research patient care and also function as a model centre for international collaboration. The AIIA propose to have following Departments for its academic courses Kayachikitsa, Kaumarbhritya, Prasuti Tantra & Stri Roga, Panchakarma, Shalya Tantra, Shalakyata Tantra, Dravya Guna, Rasa Shashtra & Bhaisajya Kalpana, Roga Nidan, Swasth Vritta, Samhita & Siddhant, and Sharir Kriya.

A state of the art and well stocked library is being set up to meet the academic needs of the students and faculty in respect of all branches of Ayurveda listed above. Apart from Medical & Ayurveda, Scientific & Technical books, serials (Indian & Foreign) and similar monographic publications (excluding periodicals and journals) the library will also need books of general/topical interest relating to various subject and books written by eminent authors/writers.

The Institute proposes to empanel interested publishers/books seller etc., for supplying of the latest Medical/Ayurveda/Technical Books. Accordingly Bids are invited from interested firms/agencies fulfilling the eligibility criteria and other terms and conditions.

1. **Eligibility Criteria:** Only the Agencies/firms/publishers having annual turnover of **Rs.50 lakhs** during the financial year 2013-2014 and having **three years experience** of supplying Medical/ Ayurveda books to recognized Medical/ Ayurveda College Libraries/Govt. of India Libraries are eligible.
2. The empanelment initially will be for two year this may be extended at the discretion of the Authority AIIA on the same terms & conditions subsequently.
3. The purpose of the Tender is to enlist Publishers/Authorized Agencies Book Sellers for providing Medical and other books required by the Institute. It will be the sole discretion of the Institute to select the books offered by the Publishers/Booksellers. The mere empanelment does not oblige the Institute to select Books from the Publishers/Book sellers.
4. The selection of the Books would be at the sole discretion of the Director, All India Institute of Ayurveda (AIIA), New Delhi.
5. The tenderer will furnish the Technical Bid in Annexure II (Envelope A) and Financial Bid in Annexure III (Envelope B) in separate covers. Both the Bids may be put in a single cover while submitting the proposal to this Department. The cover shall be superscribed as “**Tender for supplying of Medical & Ayurveda Books**”.
6. The quotation should be accompanied by an Earnest Money Deposit for **Rs.50,000/-** in the form of bank draft in favour of “**Director, All India Institute of Ayurveda**”, payable at **New Delhi**. The tender received without EMD will be rejected summarily. The EMD is

returnable to the unsuccessful bidders after award of the contract. No interest is payable on the EMD. In case of successful bidder, the EMD would be refunded after furnishing the performance security.

7. The successful tenderer will have to submit performance security deposit equivalent to 5% of the annual contract value. The amount will be payable through Bank Draft/Bank Guarantee/Fixed Deposit Receipt drawn in favour of “**Director, All India Institute of Ayurveda**”. The validity of this bank draft shall be upto 180 days after the period of contract.
8. The bidder shall submit following documents with Technical Bid:
 - (A) Latest and valid income tax clearance certificate (ITCC)/ITR (not older than one year as on tender opening date)
 - (B) Name and address of bankers with satisfactory bankers report regarding tenders financial capability for doing business worth **Rs.15.00 lakhs (Rupees fifteen lakhs only)**.
 - (C) At least 3 years experience in supply of Scientific/Technical/Medical/ Ayurveda books, reports and Serials (Indian and Foreign) to large libraries, Government of India libraries. (Attach Certificate from 3 libraries served).
 - (D) Copy of Pan Card
 - (E) Copy of balance sheet alongwith audit report for the last three years i.e. 2011-12, 2012-13 & 2013-14.
 - (F) Annual turnover certificate for the financial year 2013-14 from Chartered Accountant.
 - (G) Earnest Money Deposit (EMD of **Rs. 50,000/-** in the form of Bank Draft/Pay order drawn in favour of **Director, All India Institute of Ayurveda** payable at **New Delhi**;
 - (H) Tender Fees of **Rs. 500/-** in the form of Bank Draft/ Pay Order drawn in favour of “**Director, All India Institute of Ayurveda**” and
 - (I) Copy of the Tender document with each page signed by the bidder for acceptance of the terms and conditions laid down by this Department.
 - (J) Names and Address client to whom the Medical Book/Ayurveda Book/Journal have been supplied during last three years alongwith copy of this work orders.
9. All entries in the Technical bid in the proforma at Annexure II should be legible and filled up clearly. No overwriting or cutting is permitted in financial bid. However, cutting, if any, in the Technical Bid must be initialed by the person authorized to sign the technical bids.
10. Tender incomplete in any respect will be rejected out-rightly.

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Terms & Conditions

Tender Details for Purchase of Books in the All India Institute of Ayurveda

1. Price per tender set Rs.500/- (Rupees five hundred only)
2. Schedule to tender No. AIIA/Lib/Technical Books/1/2014-15
3. Time & Date of Receipt of Tender By 5:00 P.M on 16th March, 2015
4. Time & Date of Tender Opening at 3:00 P.M on 17th March, 2015
5. **Tender Validity:**

Tender shall remain open for acceptance for a period of 120 days from the date of Tender opening/extended date of opening (if any). Tenders received for shorter validity will be rejected.
6. **Rate Contract Period:**

Two year from the date of issue of rate contract.
7. **Purchaser:**

The Director,
All India Institute of Ayurveda (AIIA)
Gautampuri, Sarita Vihar, Mathura road,
NEW DELHI-110076
8. **Tenders Eligibility And Qualifications:**

The Tenders shall furnish the documents indicated in **Para-8 of the 'Scope of Work'** establishing their eligibility to tender and qualification to perform the contract if its tender is accepted.
9. **Tenders Security/Earnest Money Deposit:**

Tenders shall furnish alongwith their tender, a tender security for **Rs.50,000/- (Rupees Fifty Thousand only)** valid for **180 days** from the tender opening date in the form of crossed Demand Draft in favour of Director, All India Institute of Ayurveda (AIIA), New Delhi/ Bank Guarantee (proforma enclosed, Failure of the tenders to furnish required earnest money deposit alongwith their tender will result into the rejection of their tender. The tender security is required to protect the purchaser against risk of tenderer's conduct which would warrant the security's forfeiture if):

(A) A tenderer withdraws its tender or impairs or derogates from the tender in any respect during the period of tender validity as specified by the purchaser, or

- (B) In the case a successful tenderer, if the tenderer fails to sign the contract, or fails to furnish performance security.

Unsuccessful tenderer's tender security will be discharged/returned as promptly as possible after the expiration of the period of tender validity prescribed by the purchaser but not later than 30 days of the award of rate contract. No interest is payable on the tender security amount.

10. Details of Requirements:

Supply of books, reports, serials and similar monographic publications (excluding periodicals and journals) published/issued by the publishers (as per list at given in the Financial Bid) on order or on approval basis.

11. Price Schedule and Payment Terms:

- (A) Tenders should quote rate of discount (in percentage) offered in publisher's price in Annexure-A. Director, AIIA does not bind himself to accept any bid (in terms of % discount) if it is unreasonable or any tender and also reserves the right of rejecting all or any of the tender without assigning any reason.
- (B) The current bank exchange rate (TT selling rate) on the date of ordering shall be used for conversion of foreign currencies supported by a certificate issued by a scheduled bank and countersigned by the supplier. All payments will be made in Indian rupees only through account payable cheque.
- (C) Net payable price will be the publishers price less discount offered.
- (D) Bill/Invoice in triplicate in the name of Director, AIIA, pre-receipted (on revenue stamp, if necessary) quoting order number and date are to be sent to AIIA for payment. All payments (100% payment) will be released only after the entire supply has been received to the satisfaction of purchaser.
- (E) The Bill/Invoice should bear the certificate from the supplier that only latest edition(s) has been supplied and that the prices have been charged correctly and in accordance with the latest publishers catalogue/invoice or importer/distributors invoice. Copy of such invoice/catalogue by the supplier should be submitted alongwith bill.

12. Terms of Delivery:

Free delivery at All India Institute of Ayurveda, New Delhi.

13. Delivery Period:

- (A) Serial will be procured on standing order basis and therefore should be supplied as soon as published or become available in the market but not later than 15 days after their availability in the market.

- (B) Books received on approval basis will be finalized within 60 days of the receipt in AIIA.
- (C) All orders (except standing orders) placed by AIIA will be supplied within 30 days. For the books to be imported from foreign publishers, the supplier should be completed within 60 days of placing order. The supplier should inform in writing to the purchaser about all such books and their probable date of supply.

14. Performance Security (Security Deposit):

- (A) Within 15 days of placement of the supply order against the rate contract, supplier shall furnish performance security for an amount in rupees equivalent of 5 % (five percent) of the value of the supply order in the form of a bank.
- (B) Guarantee (proforma enclosed) or fixed deposit receipt for 60 days after the delivery period of the supply order. The performance security will be discharged/returned within 30 days of completion of the supply order. No interest is payable on the security deposit.

15. Penalty Clause:

- (A) **For delay**-if the supplier fails to supply-books, reports, serials as ordered to them within the time period specified in the contract, the purchaser shall deduct from contract price a sum equivalent to 0.5 percent of the price of delayed items for each week of delay or part thereof until actual delivery up to a maximum of 10% (ten percent). Once the maximum reached, the purchaser may consider termination of the contract.
- (B) **Termination for default** the purchaser may, without prejudice to any other remedy or breach of contract, by written notice of default sent to the supplier, terminate in contract in whole or part if the supplier fails to deliver any or all publications ordered to him within the time period specified the contract, or if the supplier fails to performance other obligation(s) under the contract. In the event of the purchaser terminate the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate undelivered books, reports, serials and similar publications and the supplier shall be liable to pay for any excess costs for such publications. However, the supplier shall continue performance of the contract to the extent not terminated.
- (C) **Force majeure** the supplier shall not be liable for (A) and (B) above, if its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure (mean an event beyond the control of the supplier and not involving the supplier's fault or negligence and not forcessable). Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine

restrictions and freight embargoes. The supplier shall promptly notify the purchaser in writing of such conditions and the causes thereof.

16. Authority Placing the Supply Orders:

On award of rate contract on the basis of this tender, the supply orders as and when required during the currency of the rate contract period shall be placed by the Director, All India Institute of Ayurveda (AIIA), New Delhi on the supplier.

17. Inspection:

Books, reports, serials and other publications will be accepted only after the inspection at the All India Institute of Ayurveda Library by:

**Inspection Authority: The Director,
All India Institute of Ayurveda (AIIA), New Delhi**

- 18. Tenderers are required to comply with the above requirements and submit their Technical and Financial Bids complete in all respects and submit documents mentioned at Para-8 of the 'Scope of Work' alongwith the tender by the due date and time in sealed cover super scribing "Tender For Supply of Medical /Ayurveda Books":-**

The Technical Bids without Tender fee, Earnest Money Deposit (EMD) and Annual Turnover of less than Rs.50.00 lakhs will be rejected.

19. Rejection of Tenders:

The competent authority in the Institute reserves the right to accept or reject any/all tenders without assigning any reason, therefor;

The tendering firms/publisher should not have been blacklisted by any Library/Institute; and should provide a undertaking stamp paper duly attested by Notary.

20. Late Tenders:

Any tender received by the purchaser after deadline for submission of tender prescribed by the purchaser, will be rejected and/or returned unopened to the tenderer.

21. Modification and Withdrawal of Tenders:

(A) Provided at written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of tenders.

- (B) The tenderer's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of tender notice a withdrawal notice may also be sent by telex or fax or cable but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.
- (C) No tender may be modified subsequent to the deadline for submission of tenders.
- (D) No tender may be withdrawal in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during the interval may result in the tenderer's forfeiture of its security.

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

23. The purchaser reserves the right to accept or reject any tender and to annual the tendering process and reject any of all tenders at any time prior to award of the rate contract, without thereby incurring and liability to the affected tenders or tenderers or any obligations to inform the affected tenders or tenderers of the grounds for the purchaser's action.

24. Evaluation of Tenders:

(i) **Technical Bid:** The Technical Bids will assessed as per the following criteria:

S.No.	Item	Maximum Mark
1	Document furnished along with Technical Bid (documents indicated in Para 8 (A) to (I) under 'Scope of Work'	20
2	Previous experience in providing similar category of manpower to Government /Semi Government Agencies, marks to be given as under: (i) 0-3 yrs – 10; (ii) 3-5 yrs – 15; (iii) 5-10 yrs – 25 and (iv) 10 yrs and above - 40	40
3	Financial status, turnover as per the audited accounts of the firm during the previous three financial years. Marks to be given as under: (i) Upto Rs.50 lakhs – 10; (ii) Rs.50 to 100 lakhs – 20; (iii) Rs. 100 lakhs and over – 30.	30
4	Clean track record of the firm during the last three years (No marks will be assigned if show cause notice/debarment notice was received)	10

Technical Bid with a score of 50 marks and above only will qualify for the Financial Bid.

- (ii) **Financial Bid:** The purpose of the Tender is to enlist Publishers/Distributor/ Agencies for providing Medical and other books required by the Institute. **The Financial Bid will be assessed on the basis of the discount offered by the Publishers/Distributors/Agencies. The Tenderer(s) quoting the highest discount for a particular publisher will be empanelled.**

It is clarified that the purpose of the tender is to empanel, all eligible publishers. Publishers/Distributors/Agencies offering highest discount will be empanelled. Those Publisher/Distributors/Agencies whose quoted discount falls short of the highest, but are willing to give the same level of discount subsequently would also be eligible for empanelment.

25) RESOLUTION OF DISPUTES

In case of a dispute or difference arising between supplier and purchaser relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole Arbitrator duly appointed by the Director, All India Institute of Ayurveda (AIIA), New Delhi-110076. The award of the arbitrator shall be binding on the parties concerned. The jurisdiction will be Delhi.

Proforma of Technical Bid
(To be placed in a separate sealed cover)

1	Name of Tendering Publishers/Booksellers/Company/Firm/Agency	
2	Name of Owner/Partners/Directors	
3	Full particulars of Office	
	(a) Address	
	(b) Telephone No.	
	(c) Fax No.	
	(d) E-mail address	
4	Full particulars of the bankers of Company/ Firm/Agency, with full address/telephone number	
	(a) Name of the Bank	
	(b) Address of the Bank	
	(c) Telephone No.	
	(d) Fax No.	
	(e) E-mail address	
5	Registration details:	
	(a) PAN/GIR No.	
	(b) Service Tax Registration No., if any	
6	Details of Earnest Money Deposit	
	(a) Amounts (Rs.)	
	(b) DD/PO No. and Date	
	(c) Drawn on Bank	
	(d) Valid upto	
7	Details of Tender Fee	
	(a) Amount	
	(b) DD/PO No.	
	(c) Drawn on Bank	
	(d) Valid upto	
8	Annual Turnover of the firm for last 3 years (duly certified by the CA firm)	
	2011-12	
	2012-13	
	2013-14	

2. Documents enclosed with Technical Bid (Please see **Para-8 of the 'Scope of Work'**)

Signature of Owner/Managing Partner/Director of the Firm

Date:

Name:

Place:

Firm's Seal:

Address/Ph. No.

**All India Institute of Ayurveda (AIIA),
Gautampuri, Sarita Vihar, Mathura Road,
New Delhi – 110076.**

Financial Bid

Performa to be used for Financial Bid for supply of Books
(In sealed envelope B)

1. Name of Bidder :
2. Address :
3. Tel. No. :
4. Fax No. :
5. E-mail :

S. No.	Name of Publisher	Discount Offered %
1	Annual Review INC	
2	Academic Publisher	
3	Black Well Publishing	
4	BMJ Publishing Group	
5	CRC Group (including Parthenon Pub., Chapman Hall, Lewis Pub., St. Lucie Press, AUERBACH Publication)	
6	Cambridge University Press	
7	CBS Publisher	
8	Elsevier Science & Group	
9	George Thieme/ Thieme Publishing	
10	Govt. Publication (Discount Titles)	
11	Govt. Publication (No Discount Titles)	
12	Harvard University Press	
13	Human a Press	
14	John Wiley	
15	Jaypee Publisher	
16	Kluwer Academic Publisher	
17	Lippincot (Indian Publication) Elsevier (Indian Edition)	
18	Lippinlot William Wikkins	
19	Mc Graw Hill/ Appleton & Lange	
20	Marcel Deckker	
21	Nature Publishing Group	
22	Oxford University Press	

S. No.	Name of Publisher	Discount Offered %
23	Other Publishers (Foreign)	
24	Other Indian Publication (In English)	
25	Publication In Indian Language	
26	S. Karger	
27	Sage Publication	
28	Springer Verlag (Foreign Edition + Indian Editions)	
29	Sagar Publication	
30	Taylor & Francis Group	

Ayurvedic Book Publishers

S. No	Publisher	Discount offered %
1	Chaukhamba Publication	
2	Motilal Banarasidas Publishers	
3	Sri Satguru Publications	
4	Other Foreign Publishers	
5	Other Indian Publishers	

Covering letter to accompany with Bid

To,

The Director,
All India Institute of Ayurveda (AIIA)
Gautampuri, Sarita Vihar,
Mathura Road,
New Delhi-110076

Dear Sir/Madam,

Having studied the bidding documents including the Annexures, the receipt of which is hereby duly acknowledged, we the undersigned, offer to arrange to supply books, reports & serials for the year 2015-17 as required by the All India Institute of Ayurveda in conformity with the said documents.

We undertake, if our bids offer is accepted, to supply books, reports & serials ordered by you with us, in accordance with the terms and condition specified in the document.

We agree to abide by this bid for a period of 120 days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before expiry of that period.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract/supply order we will strictly observe the laws against fraud and corruption in force in India, namely, "Prevention of Corruption Act 1988."

We understand that you are not bound to accept the lowest or any bid you may receive.

Duly authorized to sign the bid for and on behalf of

(Name and Address of the Supplier)

Dated this _____ day of _____

(Signature)

(In the capacity of)

Performance Security Form (Bank Guarantee)

To,

The Director,
All India Institute of Ayurveda (AIIA)
Gautampuri, Sarita Vihar, Mathura road,
NEW DELHI-110076

WHERE AS.....
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of Contract No..... Dated..... to supply books, reports serials and similar monographic publications (hereinafter called "the contract".)

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a recognized Nationalized bank for the sum of specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of(amount of the guarantee in words & figure), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before Presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modifications. This guarantee shall be valid until the date of issue of the acceptance certificate issued by the purchaser's representative.

This guarantee shall be remain valid upto a period 60 days beyond the validity of the contract.

Signature and seal of the guarantee

Place:

Tender Security/Earnest Money Form (Bank Guarantee)

Whereas (name of tenderer) (hereinafter called "the tenderer")
has submitted his tender dated (date) for the supply of books, reports, serials and similar monographic publications (hereinafter called "the publications".)
KNOW ALL MEN BY these present that we.....
Of.....having registered office at.....
(hereinafter called "the bank") are bound unto the Director, All India Institute of Ayurveda (AIIA), New Delhi (hereinafter called "the purchaser") in the sum of for which payment well and truly to be made to the said purchaser,
Sealed with the common seal of the said bank this.....day of.....

THE CONDITIONS of this obligations are:

1. If the Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Tender form or
2. If the Tenderer, having been notified of the acceptance of its tender by the purchaser during the period of tender validity.
 - a. Fails or refuses to execute the contract form, if required or
 - b. Fails or refuses to furnish the performance security, in accordance with the instructions to Tenderer, we undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it, is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up and including 60 (sixty) days after the period of Tender validity or as it may be extended by the purchaser, notice of which extension(s) to the bank is hereby waived and any demand in respect thereof should reach bank not later than the above date.

**Signature of the Bank
SEAL**

Date.....
Place.....

Witness
.....
.....
(Signature, Name and Address)