

**Empanelment for Supply of Books  
of Ayurveda / Modern Medicine / Technical books**

**For the Library of Shri Krishna Govt. Ayurvedic College (SKGAC)  
(Two Bid System)**

**December -2016**

**Shri Krishna Government Ayurvedic  
College, Kurukshetra**

**(Under Department of AYUSH, Govt. of Haryana)  
KURUKSHETRA-136118, Contact No. - 01744-220168**



**Tender No. SKGAC/Lib/Books/ADVT/01/2016**

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# GOVERNMENT OF HARYANA

## SHRI KRISHNA GOVERNMENT AYURVEDIC COLLEGE, KURUKSHETRA

### *Tender Notice for Ayurvedic & Medical Books*

Sealed tenders are invited from reputed and experienced firms and agencies for providing Ayurvedic & Medical Books (Library Edition) for the Ayurvedic College. The tender form and other terms and conditions may be downloaded from department's website **ayushharyana.gov.in**. The last date of submission of tender forms is **22/12/2016 (up to 4.00 PM)** in the O/o Principal, Shri Krishna Government Ayurvedic College, Kurukshetra. The tender application along-with other related documents can also be obtained from the office of Principal, Shri Krishna Government Ayurvedic College, Kurukshetra on any working day between **10.00 AM to 3.00 PM up to 21/12/2016** on payment of non-refundable amount of Rs. 1000/- (Rs. One thousand Only) in the shape of demand draft of any scheduled bank payable at Kurukshetra in favour of Principal, Shri Krishna Government Ayurvedic College, Kurukshetra or by cash payment. Tender will be opened on 23.12.2016 at 10.00 AM in the office of Principal, Shri Krishna Government Ayurvedic College, Kurukshetra. Tender received later, after the specified time and date shall not be entertained. Application not accompanied by requisite value of Demand draft or short of it shall be rejected out rightly.

**Principal**  
**Shri Krishna Government Ayurvedic College,**  
**Kurukshetra**





**SHRI KRISHNA GOVERNMENT AYURVEDIC  
COLLEGE, KURUKSHETRA**  
**Department of AYUSH, Government of Haryana**

**Telephone-** 01744 220168  
**Website:** www.ayushharyana.gov.in  
**Email:** skgackkr@gmail.com

**No. SKGAC/Lib/Books/ADVT/01/2016**

**NOTICE INVITING TENDER**

**Sub: Empanelment of Publishers/ Distributors/ Agencies/ Firms for procurement of Books on the subjects of Ayurveda, Modern Medicine and other Scientific and Technical books related to Health Sciences for the Central Library of Shri Krishna Govt. Ayurvedic College, Kurukshetra.**

1. Sealed tenders are invited from reputed, experienced and financially Sound Publishers/Distributors/Agencies/Firms for supplying Scientific/Technical/Medical Books on Ayurveda, Modern Medicine and other systems of Health Sciences (Indian and Foreign).
2. The bidding firms should be presently in the business of providing Medical/Ayurvedic Books to Libraries/Institutions at least for the past three years and should have a minimum average turnover of Rs. 50.00 lakhs per Annum during the last three years.

**3. Tender Fee:**

A Tender Fee of **Rs. 1000/-** (non-refundable) will be charged. The fee in the form of Bank Draft in favour of **Principal, Shri Krishna Govt. Ayurvedic College, Kurukshetra** payable at Kurukshetra should be enclosed in a separate cover along with the Technical Bid. On the cover "Tender Fee" may be neatly written;

**4. Contract Period:**

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

**5. Submission of Tender Documents:**

(i) Tenders are invited under Two Bid system as detailed below.

- (a) Envelope A should contain DD/pay order of Rs. 1000/- payable to **"Principal, Shri Krishna Govt. Ayurvedic College, Kurukshetra"** towards cost of tender documents. This envelope is to be superscripted as **"Envelope A" Tender Fee**.
- (b) Envelope (B) should contain Technical Bid as per Annexure II along with Earnest Money Deposit of Rs. 50,000/- in the form of DD (demand draft) drawn in favor of **"Principal, Shri Krishna Govt. Ayurvedic College, Kurukshetra"**. Annexure-I regarding Terms and Conditions duly signed should be attached with Technical Bid. The envelope should be sealed and superscripted **Envelope B "Technical Bid"**.



- (c) Envelope (C) duly sealed should contain Financial Bid as per Annexure III. The envelope should be sealed and superscripted as **"Envelope C- Financial Bid"**.
- (ii) All the envelopes i.e. Envelope A, Envelope B and Enveloped C are to be placed in the main sealed envelope superscripted as **"TENDER FOR SUPPLY OF BOOKS FOR LIBRARY - Due on 23<sup>rd</sup> December 2016"**.
- (iii) The main envelope duly sealed shall be addressed as under:
- "Principal, Shri Krishna Govt. Ayurvedic College, Kurukshetra" Umri Road, Sector -8, Kurukshetra - 136118**
- The Tenders may be dropped in the Tender Box kept in the office of the **"Principal, Shri Krishna Govt. Ayurvedic College, Kurukshetra"** or sent through Speed/Registered post to **"Principal, Shri Krishna Govt. Ayurvedic College, Kurukshetra" Umri Road, Sector -8, Kurukshetra - 136118 so as to reach** by the stipulated date and time.
- (iv) The Tenders will be allowed to be dropped in the Tender Box during working hours on working days up to **4 PM on 22<sup>nd</sup> December 2016**. The last time & date of receipt of the Tender documents including those received by speed / registered post will be up to 4 PM on **22<sup>nd</sup> December 2016**.
- (v) Tenders received after the last date and time will not be accepted. Principal, S.K.G.A.C. will not be responsible for any Postal delay etc.

#### **6. Opening of Tenders and Evaluation:**

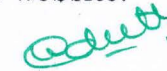
- a.) Tenders will be opened on the **23<sup>rd</sup> December 2016** at 10:00 AM at the office of **"Principal, Shri Krishna Govt. Ayurvedic College, Kurukshetra"** in the presence of authorized representatives of bidders who may wish to be present.
- b.) Tenders not accompanied by Tender Fee of Rs 1000/- will not be considered for evaluation and shall be rejected instantly.
- c.) In the first stage only Technical Bid will be opened immediately after opening the main envelope and evaluated. Tenders not accompanied by EMD will be summarily rejected and Technical Bid of such bidders will not be evaluated. Subsequently Financial Bids of only those bidders who qualify as Successful/Evaluated bidders on the basis of Technical bids shall be opened and considered for award of contract for supply of Books (Indian and Foreign) as per requirement of the Institute.
- d.) The tenderers, whose Technical bids are accepted, and are evaluated as qualified will remain present after lunch time same day for the opening of financial bids. Financial Bids will be opened in the presence of representative of the tenderer's who may wish to be present. Thereafter Financial Bids will be evaluated and successful bidders informed.
7. The competent authority of the Institute reserves the right to accept or reject any/all tenders without assigning any reason, thereof.


8. The Bidders should not have been blacklisted by any Government authority/ Institute and should provide an under taking on non-judicial stamp paper attested by a Notary in this regard.
9. Bidders should ensure that all the pages of bid document are self-attested properly numbered in continuous order and that an Index is provided to the bid document for quick reference to the requisite documents.
10. Bidders are requested to read the terms and conditions as laid down in Bid Documents, before offering their bids.

The detailed Tender document is available on the Institute website:

**[www.ayushharyana.gov.in](http://www.ayushharyana.gov.in)**.

Prospective Bidders may visit the website.



**Principal**  
**Shri Krishna Govt. Ayurvedic College,**  
**Kurukshetra** 

**Annexure-I**  
**General Terms & Conditions**

Shri Krishna Govt. Ayurvedic College, Kurukshetra under the Department of AYUSH, Govt. of Haryana, comprising Ayurveda College and attached Hospital. Institute imparts Graduate Programme in Ayurveda (B.A.M.S.) and D. Pharmacy(Ayu.)Course in Ayurveda.

**SCOPE OF WORK**

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 subjects of Ayurveda and Modern Medicine. Library will also need books of general/topical interest relating to various subjects and books of eminent authors.

The Institute proposes to empanel interested Publishers/Distributors of Agencies/Firms etc., for supplying the **latest Library Editions** of Ayurveda /Modern Medical/Technical Books. Accordingly Bids are invited from interested Firms/Agencies fulfilling the eligibility criteria and other terms and conditions given below:

Tender Details for Purchase of Books in the Shri Krishna Govt. Ayurvedic College, Kurukshetra

1. Price per tender set : Rs1000/- (Rupees one thousand ) only
2. Schedule to Tender No. : **SKGAC/Lib/Books/ADVT/01/2016**
3. Last Time & Date of Receipt of Tender : 4:00PM on 22<sup>nd</sup> December 2016
4. Time & Date of Tender Opening : 10:00AMon 23<sup>rd</sup> December 2016
5. **Tender Validity:**

Tender shall remain open for acceptance for a period of one year from the date of TenderOpening/extended date of opening (if any). Tenders offering shorter validity will be rejected.

**6. Rate Contract Period:**

One year from the date of issue of rate contract. The Contract may be further extendedon the same terms, conditions and rates at the discretion of Principal,Shri Krishna Govt. Ayurvedic College, Kurukshetraand with theconsent of successful Bidders.

**7. Purchaser:**

**“Principal,  
Shri Krishna Govt. Ayurvedic College,  
Kurukshetra”**

## 8. Tenders Eligibility and Qualifications:

Eligibility Criteria for Bidders is as under:

- a) Should be registered with State/Central Government.
- b) Should be registered with VAT/Service Tax Authority.
- c) Preferably empanelled with various Govt. establishments/ Institutes/Libraries.
- d) Should have valid PAN/TIN Number.
- e) Should be a supplier of Ayurvedic and Modern Medical Books and Published Material to various institutes at least for the past three years.
- f) Should have an average annual turnover of 50.00 lakhs for the last three years.
- g) The Bidders should not have been blacklisted/banned by any Government organization or Institute.

9. **Documents to be submitted:** The bidder shall submit following documents with Technical Bid:

- a) Copy of PAN Card in the name of Agency/ Publisher/ Firm.
- b) Latest and valid income tax clearance certificate (ITCC) / ITR of 03 years (not older than one year as on tender opening date)
- c) Name and address of bankers with satisfactory bankers report regarding tenderers' Financial capability for doing business worth Rs.50,00,000/- (Rupees Fifty lac only) at a time.
- d) Copy of balance sheet along with audit report for the last three years i.e. 2012-13, 2013-14 & 2014-15.
- e) Documents in support of at least three years' experience in supply of Scientific/Technical/Medical/Ayurveda books (Indian and foreign) to large libraries, Government of India / State Government libraries. (Attach Certificates from three libraries served).
- f) Tender Fees of Rs1000/- in the form of Bank Draft drawn in favour of **"Principal, Shri Krishna Govt. Ayurvedic College, Kurukshetra"**.
- g) Earnest Money Deposit (EMD of Rs50,000/- in the form of Bank Draft drawn in favour of **"Principal, Shri Krishna Govt. Ayurvedic College, Kurukshetra"** payable at Kurukshetra.
- h) Copy of the Tender document with each page signed by the bidder as token of acceptance of the terms and conditions laid down by the Institute.
- i) Name and Address of clients to whom the Modern Medical/Ayurveda Books have been supplied by the Tenderer during the last three years along with copy of their supply orders. Documents in support of successful completion / fulfillment of supply orders.

## 10. Earnest Money Deposit:

- a) Tenderer shall furnish along with their tender Earnest Money for Rs. 50,000 in the form of crossed Demand Draft in favor of **"Principal, Shri Krishna Govt. Ayurvedic College, Kurukshetra"**. Failure of any tenderer to furnish required earnest money deposit along with his tender will result into the rejection of his tender.



- b) Successful bidder will be required to enter into an agreement /contract within 15 days of offer made to them by the institute. Failure to do so, will result in forfeiture of EMD and Cancellation of empanelment.
- c) Earnest money of the Successful bidders will be adjusted as deposit Tender Security Amount in the form of DD/TDR/Bank Guarantee in the name of **“Principal, Shri Krishna Govt. Ayurvedic College, Kurukshetra”** with validity up to 30 days after expiry of contract period. The tender security is required to protect the purchaser against risk of tenderer’s conduct which would warrant the security’s forfeiture:
  - A. EMD of the Successful bidder will be forfeited in case the tenderer withdraws his tender or impairs or derogates from the tender in any respect during the period of tender validity as specified by the purchaser, and / or in the case a successful tenderer; fails to sign the contract, or fails to furnish performance security.
  - B. EMD in respect of unsuccessful tenderer’s will be discharged /returned as promptly as possible after the expiry of the period of tender validity prescribed by the purchaser but not later than 30 days of the award of contract. No interest is payable on the EMD.

#### 11. **Details of Requirements:**

Supply of Books published/ issued by the publishers (as per list given in the financial Bid) on order or on approval basis. Principal Shri Krishna Govt. Ayurvedic College, Kurukshetra reserves the right to vary the quantities of the books at any time.

#### 12. **Price Scheduled and Payment Terms:**

- (A) Tenderers should quote rate of discount (in percentage) offered on publisher’s price in Annexure-III. Principal, S.K.G.A.C. does not bind herself to accept any bid (in term of % discount) if it is unreasonable and also reserves the right of rejecting all or any of the tenders 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/Demand Draft.
- (C) Net payable price will be the publisher’s printed price or (in case of price in foreign currency equivalent price in INR) minus discount offered. Taxes if any payable should be clearly specified.
- (D) Bill/Invoice in triplicate in the name of **“Principal, Shri Krishna Govt. Ayurvedic College, Kurukshetra”** along with a pre-receipt with revenue stamp and signature of authorized signatory should be sent after supplying the materials. Full payment against supplies will be released only after the entire supply has been received in good condition to the entire satisfaction of purchaser.
- (E) Bill/Invoice should bear the certificate from the supplier to the effect that the books supplied are the latest edition(s) and that the prices have been charged correctly in accordance with the latest publisher’s catalogue/price lists or importer/distributors invoice. Copy of such Price lists/invoices/catalogues should be submitted along with the bills.

**13. Terms of Delivery**

Free of cost delivery at Central Library, Shri Krishna Government Ayurvedic College, Kurukshetra.

**14. Delivery Period**

- (A) The Ayurvedic, Modern Medical Books and other Technical Books etc. received on approval basis will be finalized within 30 days of the receipt in S.K.G.A.C.
- (B) Books against all supply orders (except standing orders) placed by Principal, Shri Krishna Govt. Ayurvedic College, Kurukshetra will be supplied within 30 days of placement of supply order. In respect of Books to be imported from foreign publishers, the supply should be completed within 60 days of placement of supply order by Principal, Shri Krishna Govt. Ayurvedic College, Kurukshetra.

**15. Performance Security (Security Deposit)**

EMD of successful bidders will be retained as Performance Security (Security Deposit). The performance security will be discharged/returned within 15 days of satisfactory completion of the supply order. No interest is payable on the security deposit.

**16. Penalty Clause:**

**(A) For delay**

If the supplier failed to supply books as per purchase order 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). In case the delay is more than 24 weeks, the purchaser may consider termination of the contract.

**(B) Termination for default**

The purchases may, without prejudice to any other remedy or breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part if the supplier fails to deliver any or all publications ordered to him within the time period specified in the contract, or if the supplier fails to perform other obligation(s) under the contract. In the event the purchaser (Principal, Shri Krishna Govt. Ayurvedic College, Kurukshetra) terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, undelivered books and the supplier shall be liable to pay for any excess costs incurred 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 (meaning an unforeseen event beyond the control of

the supplier and not involving the supplier's fault or negligence and not foreseeable). Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, natural calamities, wars, fires, floods, epidemics, quarantine restrictions and freight embargoes. The supplier shall promptly notify the purchaser in writing of such conditions and the causes thereof.

#### **17. 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 Principal, Shri Krishna Government Ayurvedic College, Kurukshetra on the supplier. Principal, S.K.G.A.C. reserves the right to place orders with more than one suppliers/bidders by splitting the requirement to obtain maximum discount and in the interest of institute.

#### **18. Inspection**

Books will be accepted only after the inspection at the Shri Krishna Govt. Ayurvedic College, Kurukshetra by the committee authorized by **“Principal, Shri Krishna Govt. Ayurvedic College, Kurukshetra”**.

19. Tenderers are required to comply with the above requirements and submit their Technical and Financial Bids complete in all respects along with documents mentioned at **Para 9** by the due date and time in sealed cover superscripting **“TENDER FOR SUPPLY OF BOOKS FOR LIBRARY”**. - **Due on 23<sup>rd</sup> December 2016.**

#### **20. Rejection of Tenders:**

The Principal, S.K.G.A.C. reserves the right to accept or reject any/all tenders without assigning any reasons, thereof;

The Technical Bids without Tender fee and Earnest Money Deposit (EMD) and annual turnover of less than 50 lakh will be rejected.

The tendering firms/publisher should not have been blacklisted by any Government Organization/Institute; and should provide an undertaking on a non-judicial stamp paper duly attested by a Notary. Tenders of Blacklisted/banned tenderer will not be considered.

#### **21. Late Tenders**

Any tender received by the purchaser after deadline for submission of tenders prescribed by the purchaser will not be accepted and not considered.

#### **22. Modification and Withdrawal of Tenders:**

Modifications or withdrawal of tenders will be permitted provided that a written notice of the modifications or withdrawal is received by the purchaser prior to the deadline prescribed for submission of tenders.

- (A) The tenderers should submit modification or withdrawal notice in a sealed cover, duly marked, in accordance with the provisions of tender notice. A withdrawal notice may also be sent by email followed by a signed confirmation copy by post/ by hand so as to reach the



**Principal, Shri Krishna Govt. Ayurvedic College, Kurukshetra** not later than the deadline for submission of tenders.

- (B) No modification or withdrawal will be allowed after the deadline set for submission of tenders.
- (C) No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the period of tender validity. Withdrawal of a tender during the interval may result in the tenderer's forfeiture of its EMD or Performance Security deposited by the tenderer.

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

24. Principal, S.K.G.A.C. reserves the right to cancel the entire tendering process at any stage, before awarding the contract. Institute will not incur any liability to the affected tender or tenderer or any obligations on this account on any grounds or/ and purchaser's action. Principal, S.K.G.A.C. is not bound to inform the reasons for his/her action to the affected tenderer.

25. **Evaluation of Tenders**

(i) **Technical Bid:**

Proforma for the Technical bid (Annexure II) should be duly filled. Documents as mentioned in Para 9 should be attached. Only those bidders would qualify who will furnish all documents and fulfill all eligibility conditions.

(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/offering the highest discount percentage 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.

Principal, S.K.G.A.C. reserves the right to place orders with more than one suppliers / bidders by splitting the requirement to obtain maximum discount and in the interest of institute.

26. **RESOLUTION OF DISPUTES**

In case of any dispute or difference arising between supplier and purchaser relating to any matter arising out of or connected with the contract, attempt will be made to mutually resolve such dispute or difference. In case any dispute or difference is not resolved, matter shall be referred to the sole Arbitrator duly appointed by the Principal, Shri Krishna Govt. Ayurvedic College, Kurukshetra. The award of the arbitrator shall be binding on the parties concerned. The legal jurisdiction for any matter related to this tender will be Kurukshetra.

**Annexure II**  
**Proforma of Technical Bid**

(To be placed in a separate sealed cover Envelope B)

1	Name of Tendering Publishers/ Booksellers/ Company/Firm/Agency	
2	Names of Owners/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) Registration with Govt.(give details registration No., authority etc.	
	(b) PAN	
	(c) Service Tax/VAT registration No., if any	
	(d) Any other License held (import/trade license give details	
6	Details of Tender Fee	
	(a) Amount (Rs.)	
	(b) DD No. and Date	
	(c) Drawn on Bank	
	(d) Valid up to	
7	Details of Earnest Money Deposit	
	(a) Amount	
	(b) DD No. and Date	
	(c) Drawn on Bank	
	(d) Valid up to	
8	Annual Turnover of the firm for last 3 years (duly certified by the CA Firm)	
	2012-13	
	2013-14	
	2014-15	
9	Successful Supplies made during last three years	

Documents enclosed with Technical Bid (Please see Para-9 of the "General Terms and Conditions). Additional sheet may be attached to give details which should also be signed.

Signature of Owner/Managing Partner/Director of the Firm/ Authorized

Signatory

Date:

Place:

Name:

Firm's Seal:

Address/Ph.No.

**Annexure-III**  
**SHRI KRISHNA GOVERNMENT AYURVEDIC COLLEGE, KURUKSHETRA**  
**Financial Bid**

Performa to be used for Financial Bid for supply of Books(In sealed Envelope C)

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

S.No.	Name of Publisher	Discount Offered %		
		Hard Bound	Paper Back	Any other
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	McGraw Hill/Appleton & Lange			
20	Marcel Decker			
21	Nature Publishing Group			
22	Oxford University Press			
23	Sagar Publication			
24	Taylor & Francis Group			
25	Publication in Indian Language			
26	S.Karger			
27	Sage Publication			
28	Springer Verlag (Foreign Edition + Indian Editions)			
29	Other Publishers (Foreign			
30	Other Indian Publication (In English)			



### Ayurvedic Book Publishers

S. No.	Name of Publisher	Discount Offered %		
		Hard Bound	Paper Back	Any other
1	Chaukhamba Publication			
2	MotilalBanarasidas Publishers			
3	Sri Satguru Publications			
4	Other foreign Publishers			
5	Other Indian Publishers			

NOTE:

- Discount offered for Hard bound, Paperback be mentioned if not same
- Discount for books of foreign publishers, Indian/Asian editions of foreign publishers bespecified
- Bidders should submit recent catalogue of books whichthey can readily supply.
- Bidders may add name of Publishers not listed above but dealing with publicationscovered under scope of work (as mentioned in General Terms and Conditions)

Signature of Owner/ManagingPartner  
/Director of the Firm/ Authorized  
Signatory

Date:  
Place:

Name:  
Firm's Seal:  
Address/Ph.No.

### **Covering letter to accompany with Bid**

To,  
The Principal,  
Shri Krishna Government Ayurvedic College  
Umri Road, Sector-8  
Kurukshetra

Dear Sir/Madam,

Having studied the bid documents including the Annexures, we the undersigned, offer to supply Books for a period of contract i.e one years from the date of award of contract as required by Shri Krishna Govt. Ayurvedic College in conformity with the said Bid documents.

We undertake, if our bid/ offer is accepted, to supply Books ordered by you with us, in accordance with the terms and conditions specified in the Bid document.

We agree to abide by this bid for a period of 1 year 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" and any other laws passed by the Government in this connection.

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

---

---

(Signature)  
(Name and Address of the Supplier)  
Dated this \_\_\_\_\_ day of \_\_\_\_\_  
(In the capacity of)

STAMP

**Performance Security from (Bank Guarantee)**

To,

The Principal,  
Shri Krishna Government Ayurvedic College  
Kurukshetra

WHEREAS

.....  
.....  
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of Contract No. ....Dated .....2016 to supply Ayurvedic, Modern Medical books and other Technical books (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 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) as 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 there under 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. The guarantee shall be valid until the date of issue of the acceptance certificate issued by the purchaser's representative.

This guarantee shall remain valid up to a period ..... days beyond the validity of the contract.

Signature and seal of the  
guarantee

Date:

Place:



### **Tender Security (Bank Guarantee) form**

Whereas ..... (name of tenderer) (hereinafter called "the tenderer") has submitted his tender dated ..... (date) for the supply of Ayurvedic, Modern Medical Books and other Technical books (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 Principal, Shri Krishna Government Ayurvedic College, Kurukshetra (hereinafter called "the purchaser") in the sum of.....for which payment will be made to the said purchaser,sealed with the common seal the said bank this ..... day of .....

THE CONDITIONS of this obligation are:

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

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

**Signature of the Authorized Authority of Bank**

Date.....

Place.....

Witness .....

Signature.....

Name and Address.....