**Tender Enquiry No-IIITNR/PO/LIB BK/2019/05    Dated-28-MAY-2019**

**INVITATION OF BIDS FOR PROCUREMENT ON RATE CONTRACT OF LIBRARY BOOKS AT IIIT NR**

**LAST DATE & TIME OF SUBMISSION (On line BID) - 27th JUN 2019 by 15:00Hrs**

**DATE & TIME OF OPENING OF BID (Technical) - 27th JUN 2019 by 15:01 Hrs**

**Notice Inviting E- Tender**

<table>
<thead>
<tr>
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<th>Name of Work</th>
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<tr>
<td>01</td>
<td>Invitation of Bid for Rate Contract of Library Books at IIIT Naya Raipur</td>
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<tr>
<td>02</td>
<td>Tender Enquiry No</td>
<td>IIITNR/PO/LIB BK/2019/05 Dated 28 MAY 2019</td>
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<tr>
<td>03</td>
<td>Place of Supply</td>
<td>IIIT Naya Raipur, Plot No-7, Sector-24, Atal Nagar-493661</td>
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<tr>
<td>04</td>
<td>Estimated Cost</td>
<td>Rs 5.0 Lakh/year</td>
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<tr>
<td>05</td>
<td>EMD</td>
<td>Rs 20000.00</td>
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<td>06</td>
<td>Cost Of Tender</td>
<td>Nil, However charges applicable for online tender has to be paid by the bidder</td>
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<tr>
<td>07</td>
<td>Procurement of Tender Document</td>
<td>Tender document can be obtained by downloading it from the website <a href="https://www.iiitnr.ac.in">https://www.iiitnr.ac.in</a> Tender link. The official copy of tender document for participating in e-tender shall be available for downloading from <a href="https://www.tenderwizard.com/IIIT">https://www.tenderwizard.com/IIIT</a> 28 MAY 2019. The bidders participating in the tender are required to pay the fee through online mode using credit card, Debit card, Net banking. Fee for the Tender document is neither transferable nor refundable.</td>
</tr>
<tr>
<td>08</td>
<td>Last date and Time of submission of On Line Tender</td>
<td>Dully filled Tender document along with all required documents should be submitted on line on portal <a href="https://www.tenderwizard.com/IIIT">https://www.tenderwizard.com/IIIT</a> on or before 1500 Hrs of 27th JUN 2019.</td>
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<tr>
<td>09</td>
<td>Online Opening of Tender Bids</td>
<td>Tender will be opened on 27th JUN 2019 by 15:01 Hrs. (In case the date of bid opening and submission date is declared to be a holiday, the date of submission and Opening will be shifted automatically to the next working day at the same scheduled time.</td>
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<tr>
<td>10</td>
<td>Place of Opening of Tender bids</td>
<td>Authorized representative of bidders can attend the Tender Opening process at IIIT- Naya Raipur Meeting Room where IIIT’s Tender Opening Officers would be conducting the process of On line E-Tender Opening.</td>
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</tbody>
</table>
| 11 | Bid Security/EMD | 1) The bidder shall furnish the bid EMD through online mode using credit card, Debit card, Net banking, NEFT.  
2) The bidders will be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from competent authority for the tendered item as per limit authorized to bidder i.e NSIC/MSME |
1. Bids are invited for supply and installation of items listed in Part III of this OPEN TENDER. Please submit the bid through online portal only (https://www.tenderwizard.com/IIIT).

2. The address and contact numbers for seeking clarifications regarding this OPEN TENDER are given below -

Queries to be addressed to: **Purchase officer,IIIT-Naya Raipur Sector-24, Uparwara, Atal Nagar-493661**
Name/designation of the contact personnel for Technical Queries: Shri Ajit Kumar Roy
Telephone numbers of the contact personnel: 07712474046
E-mail ID's of contact personnel: ajit@iiitnr.edu.in

3. This OPEN TENDER is divided into five Parts as follows:-

(a) **Part I.** Contains general information and instructions for the Bidders about the OPEN TENDER such as the Procedure for submitting Online Tender, Registration, time, place of submission and Opening of tenders, validity period of tenders, Eligibility, etc.

(b) **Part II.** Contains essential details of the items/services required, such as the schedule of requirements (SOR), Technical specifications, delivery period, mode of delivery and consignee details.

(c) **Part III.** Contains standard conditions of OPEN TENDER, which will form part of the contract with the successful Bidder.

(d) **Part IV.** Contains special conditions applicable to this OPEN TENDER and which will also form part of the contract with the successful Bidder.

(e) **Part V.** Contains evaluation criteria and format for Price

4. This OPEN TENDER is being issued with no financial commitment and the buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the OPEN TENDER, should it become necessary at any stage.

5. No tender document shall be sold by the institute. Prospective bidder may download the tender paper from the institute website and e-tendering website [https://www.tenderwizard.com/IIIT](https://www.tenderwizard.com/IIIT). Duly filled tender document along with all required documents should be submitted online on [https://www.tenderwizard.com/IIIT](https://www.tenderwizard.com/IIIT) before the tender closing date and time.

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Purchase Officer  
IIIT-NR
Part I: General Information

1. Last Date and Time for Uploading the Bids 27th JUN 2019 by 15:00 Hrs. The bids (both technical and commercial) should be submitted online on https://www.tenderwizard.com/IIIT before the tender closing date and time. The responsibility to ensure this lies with the bidder.

2. Manner of Depositing the Bids. All the Technical document duly signed on each page should be scanned and uploaded in the e-tendering portal along with the specific tender documents. The Financial Bid of the tender should be downloaded from e-tendering portal https://www.tenderwizard.com/IIIT and requisite cells of the financial bids are only to be filled and submitted. Cost of Tender Document will be Nil, However charges applicable for online tender has to be paid by the bidder and to be submitted through online mode only by credit/debit card or Net banking along with the Technical bid and A hard copy of technical bid in sealed envelope is required to be submitted by 27 June 2019 15:00hr.

3. Time and Date for Opening of Bids 27th JUN 2019 by 15:01 Hrs

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer through e-mail).

4. Place of Opening of the Bids. IIIT Naya Raipur

The bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be downloaded and read out in the presence of the representatives of all the Bidders after the commercial bid is opened online. This event will not be postponed due to non-presence of your representative.

5. Two-Bid System. Technical Bid would be opened and the tenders found eligible will go for opening of Commercial Bid on the same day or the day as decided by the competent authority and Ineligible tenders commercial bids will not be opened.

6. Clarification Regarding Contents of the OPEN TENDER. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 10 JUN 2019. Clarification if any shall be notified on the IIIT-NR website in the form of Corrigendum and no separate paper publication shall be made. Bidders are advised to be in constant touch with institute website and e-tendering portal (https://www.tenderwizard.com/IIIT).

(a) Rejection of Bids. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

(b) Validity of Bids. The Bids should remain valid till 120 days from the date of opening of the commercial bid through online.

(c) Earnest Money Deposit. Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. 20000.00 (Rupees Twenty Thousand Only). The EMD may be submitted online using Debit card, Credit Card, Net banking, NEFT. EMD is to remain valid for a period of 120 days. EMD of the unsuccessful bidders will be returned to them at the earliest. The Bid Security of the successful bidder would be
returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

7. **Eligibility Criteria:** Firm/bidders blacklisted at any stage or by any NITs/IITs/IIITs/ Central Universities/Central/State Government body/PSUs etc. need not to apply.

(a) The bidder should be an Indian registered company engaged in respective area of works. The bidder should have sufficient Infrastructure, technical expertise and financial strength to undertake the contract.

(b) **Minimum AVERAGE ANNUAL TURNOVER** of Rs. 20 lakh in the last 3 financial years. (Balance sheet/CA certificate to be enclosed, duly supported by the income tax return for financial years 2015-16, 2016-17, 2017-18, 2018-19).

(c) The bidder should have experience of similar work experience with supply of text, reference and general books with reputed organization, in last 03 years. [**NOTE:** The documentary proof of Purchase orders in respect of works mentioned in bid **MUST** be submitted along with the bid.]

(d) Tenderer should submit documents in support of minimum eligibility criteria along with the tender/bid. NO document in support of minimum eligibility criteria will be accepted / entertained after opening of tender.

(e) The Bidder/Tenderer should upload / provide the following mandatory information:

   i. Bidder/Tenderer must upload / provide the information on the similar works completed successfully & satisfactorily in last 3 years. Bidder/Tenderer must upload / submit satisfactory documentary proof from end-users.

   ii. List of Organizations/Customers dealt by them.

   iii. Last three year’s copies of Income Tax Return Form and PAN number.

   iv. Copy of Registration of Firm/ GST registration.

(f) Tenders/bids not meeting any of the above “Eligibility Criteria” shall be rejected.

8. **PERFORMANCE GUARANTEE:** Successful Bidders must have to submit the performance security @ 10 % of the purchase order value or Contract value in the form of Fixed Deposit, Bank guarantee from a schedule commercial bank and will be retained up to the Contract Period of 1 years or 03 years as applicable.
9. Instruction to bidder for online submission of Tender

Requirements for Bidders

9.1 P.C. connected with internet (Preferred broadband).
- Registration with Service provider portal www.tenderwizard.com/IIIT
- The bidder should possess a Class III Digital Signature certificate (Mandatory).
  (Bids will not be recorded without Digital Signature Certificate.)

9.2 For registration, Submission procedure and method of correspondence etc
Please visit website: www.tenderwizard.com/IIIT and click on the link Bidder Help and download the manuals.

9.3 Help for participating in e-tender:
The detailed method for participating in the e-procurement is available in the website “www.tenderwizard.com/IIIT”. The bidders have to Log on to ITI’s web site and then click on the specified link “Bidder Help” to start participating in the e-procurement process.

9.4 Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 3, issued by a Certifying Authority (CA) licensed byController of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

9.5 Method for submission of bid documents

In this tender the bidder has to participate in ITI Limited e-tender portal (https://www.tenderwizard.com/IIIT) online.

9.6 Registration

To use the Portal (https://www.tenderwizard.com/IIIT), Bidder needs to register on the portal. The bidder should visit the home-page of the portal https://www.tenderwizard.com/IIIT).

Note: Please contact ITI Limited Helpdesk (as given below), to get your registration accepted/activated.

<table>
<thead>
<tr>
<th>ITI Limited Helpdesk</th>
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<tbody>
<tr>
<td>Registration Process, To Upload, to Download, To Submit the e-tender</td>
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<tr>
<td>Mr. Rishi Shankar Chatterjee&gt;</td>
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9.7 **Price schedule / BOQ**

Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:

1. Down load price schedule / BOQ in .XLS format.
2. Fill rates in down loaded price schedule / BOQ as specified in .XLS format
3. Price has to be filled in the same file and the same has to be uploaded.
4. Save filled copy of downloaded price schedule / BOQ file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

9.8 **Other Instructions**

For further instructions, the bidder should visit the home-page of the portal (https://www.tenderwizard.com/IIIT) and go to the registered me link. A bidder registration page will be opened and all required information regarding bidder online registration process mentioned must be read carefully and registration to be done.

8.1 The bidders intending to participate in e-bidding process shall have to register with IIIT-NR authorized E-Tendering agency namely M/s ITI Limited through their website https://www.tenderwizard.com/IIIT and Selecting IIIT from their home page.

8.2 Bidder shall have to pay Rs **3000 plus GST** through electronic transfer as one time annual registration fee for participating any e-bid published by IIIT-Naya Raipur through ITI.
8.3 On registration with ITI bidder shall be provided access to ITI e-Tender web portal for accessing and downloading and uploading bid document. It may please be noted that bidder can access and download bid document but cannot participate in tendering process without registering themselves with ITI e-tender portal.

8.4 For participating in e-Tendering process bidder shall access e-tender document uploaded on the portal and pay requisite tender processing fee as defined for each tender as designated window in the portal.

8. Minimum Requirements at Bidders end

• Computer System with good configuration (Min P IV, 2 GB RAM, Windows 7)

• 2 Mbps Broadband connectivity with UPS.

• Microsoft Internet Explorer 9.0 or above

• Digital Certificate(s) for users.
Part II: Essential Details of Items/Services required

1. **Schedule of Requirements.** List of items / services required is as mentioned in Annexure-B

2. **Rate Contract:** The contract period shall be initially for one year and may be extended for three years on mutual agreement.

3. **Enquiry on availability of books:**
   (i) The library may place an enquiry with all the empanelled vendors for the required titles and number of copies of each thereof, by email.
   (ii) Within two days of receipt of the email, the Vendors having books as per above list in their ready stock of books have to respond quoting titles available with number of copies and unit price, by reply email only.
   (iii) In case of emergent requirements, orders may be placed with local vendors, however discount policy will remain the same.

4. **Purchase Orders:**
   (i) Supply of books has to be made strictly against and as per the purchase orders.
   (ii) Sending the acknowledgement of the receipt of purchase order, which is taken as acceptance of the purchase order, is mandatory, preferably by email.
   (iii) Any clarification/query regarding the purchase order should be sought from the Library within two (02) days of receipt of the order.

5. **Time frame for supply, and cancellations:**
   (i) Four (04) weeks (maximum) - for Indian titles & Other Books
   (ii) Six (06) weeks (maximum) - for Foreign titles
   (iii) After the expiry of timeframe, the purchase order automatically stands cancelled.
   (iv) Separate permission for supply of the cancelled titles should be sought from the Library through email.
   (v) The decision of accepting supply of cancelled titles is at the sole discretion of the Institute.

6. **Edition specifications:**
   (i) Latest editions of books must be supplied, unless mentioned otherwise.
   (ii) Paperback editions of books should be supplied, unless specified otherwise.
   (iii) Indian editions of books should be supplied, unless mentioned otherwise.
   (iv) In case of non-availability of paperback and Indian editions, clarification/permission should be sought, preferably by email, from the Library, regarding supply of the available editions.

7. **Undertaking:** Every invoice should certify the following.
   (i) The prices charged in this invoice are the actual, current publisher’s prices as billed to us; and are true and correct.
   (ii) The prices charged are as per the publisher’s invoice (publishers/importers/distributors) and latest catalogue.
   (iii) The latest editions have been supplied, and they are not remaindered titles.
The books supplied against this order have been checked against defects in collation, binding, and condition of accompanying material viz., CDs etc., and for other physical conditions. If any defects are detected later, the defective books will be replaced without any payment by the institute. The vendor will be liable to arrange for supply of replaced books at the destination of supply.

8. Mandatory enclosures with invoice:
   (i) A copy of publisher’s catalogue (in case of non-availability of recent catalogue publishers invoice may be considered) as a price proof.
   (ii) A currency conversion proof.
   (iii) Every price proof and currency conversion proof should contain seal and authorized signature of the vendor.

9. Discount:
   The discount pattern offered in Financial Bid should be followed.

10. Conversion Rates:
    (v) The prices in the invoice should be indicated in original currencies.
    (vi) GOC conversion rates as applicable on the date of the invoice should only be followed, and should also be clearly indicated on the invoice.

11. Return of Damaged Books: If a supplied book does not confirm to specifications or if the book is not in good condition, the Supplier will be asked to take back the book at his own expense and replace it within one month, otherwise the order will be cancelled. The Library will not be responsible for such books if not taken back and replaced within the said period.

12. Termination of contract: A vendor’s contract may be terminated/dropped/black-listed from the panel of suppliers at the occurrence of any of the following event:
    (i) If the vendor fails to deliver even, at least 70% of the supply (in terms of number of titles) during the year.
    (ii) In case of breach of any terms of agreement, or unsatisfactory/inefficient working on the part of the vendor.
    (iii) If at any time it is found that the information provided by the vendor in any form about publications, services and related matters are incorrect and result in losses in any form to the Institute.
    In such case(s), the institute will be at liberty to terminate the empanelment without giving any prior notice to the vendor/supplier, and the Institute reserves the right to claim the amount of loss occurred to the Institute, from the available invoices submitted by that vendor / supplier.

13. The Institute reserves the right to change or modify or amend or substitute any clause in the terms and conditions that are listed above if required, at any time.

14. All disputes and differences arising out or concerning the empanelment shall be subject to the sole arbitration of Director, IIIT Naya Raipur or his nominee. The decision of the arbitration shall be final & binding on both the parties.
empanelment will be interpreted under Indian Laws and disputes settled within the jurisdiction of court of law of IIIT Naya Raipur.

15. Other Terms and Conditions for Supply of Books

A. Supply of books

i. All books supplied should be a latest reprint or edition as per bibliographic specification supplied, if the books are not found satisfactory, the same will be sent back and the expenditure will be borne by the supplier.

ii. The institute has right to accept or refuse the supply in parts or full or cancel the order without assigning any reason.

iii. Net payable price will be the publisher’s price minus discount offered. The prices of the supplies shall include amount of taxes/duties leviable, if any.

iv. In the case of foreign publications, the original prices in the foreign currency shall be mentioned in the bill along with the prices in rupees charged in accordance with the approved rate of exchange.

v. No banned book(s) should be supplied and if any such book is supplied it would be forfeited.

vi. The supplier undertakes to refund the amount if charges in excess than the prices of books.

vii. Only one copy should be supplied unless stated otherwise.


ix. Transit Insurance will be borne by supplier till the supply reaches the destinations.

B. If more time is required for supply of ordered title(s), the supplier has to inform to the undersigned office timely. If no communication is received from the vendor, then he supply order will automatically stand cancelled after stipulated time.

C. Books should be delivered at IIIT Naya Raipur, campus premises. Transportation, postal and any other charges, if any, will be borne by the supplier. Supplier should preferably make the delivery by registered post/courier service or through messenger.

D. Books must be in good condition. Mutilated, soiled books if supplied have to be replaced without charging any extra cost.

E. Damaged books, books with missing pages shall have to be accepted back by the supplier even after they have been stamped for accessioning.
F. Payment: Payment will be made in Indian rupees only through bank transfer within reasonable time i.e. 30 days from the receipt of the consignment and bill with price proof, if the books are in good condition and there are no discrepancies of any nature.

3. INCOTERMS for Delivery and Transportation. FOB (Free on board).
The definition of delivery period for the OPEN TENDER will be on receipt of Supply order.

4. Consignee Details. Director, IIIT-Naya Raipur, Plot No-7, Sector-24, Naya Raipur-493661
1. The Firm is required to give confirmation of their acceptance of the Standard Conditions of the contracts which will automatically be considered as part of the Contract concluded with the successful Firm (i.e. Bidder in the Contract) as selected by the Client. Failure to do so may result in rejection of the Bid submitted by the Firm. The standard conditions of the contract may be perused in the office of tenderer prior to submission of quotation.

2. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The Contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

3. **Arbitration.** All disputes or differences arising out of or in connection with the tender shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Supply/Installation/performance, which cannot be settled amicably, may be resolved through arbitration. In case of arbitration with the firm and this unit on any issue the final decision would be of The Director, IIIT-NR. The arbitration will be governed by following:

   (a) All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.

   (b) Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.

   (c) Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.

   (d) The sole Arbitrator shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.

   (e) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.

   (f) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

   (g) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

   **(Note.** In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each
appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and bidder).

h) The delivery of material is delayed due to causes of Force Majeure by more than (02 months) provided Force Majeure clause is included in contract.

   a) The customer has noticed that the FIRM has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

   b) As per decision of the Arbitration Tribunal.

4. **Penalty for use of Undue Influence.** The Firm undertakes by bidding for the Tender Enquiry, that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BUYER or otherwise in procuring the Contracts or forbearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Firm or any one employed by him or acting on his behalf (whether with or without the knowledge of the Firm) or the commission of any offers by the Firm or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Client to cancel the contract and all or any other contracts with the Firm and recover from the Firm the amount of any loss arising from such cancellation. A decision of the Client or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Firm. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Firm towards any officer/employee of the Client or to any other person in a position to influence any officer/employee of the Client for showing any favour in relation to this or any other contract, shall render the Firm to such liability/penalty as the Client may deem proper, including but not OPEN to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Client.

5. **Agents/Agency Commission.** The Client confirms and declares to the Firm that the Firm is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the Award of the contract to the Firm; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Firm agrees that if it is established at any time to the satisfaction of the Client that the present declaration is in any way incorrect or if at a later stage it is discovered by the Client that the Firm has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Firm will be liable to refund that
amount to the Firm. The Firm will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Client will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Firm who shall in such an event is liable to refund all payments made by the Firm in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Client will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts** In case it is found to the satisfaction of the IIIT-NR that the bidder has engaged an agent or paid commission or influenced any person to obtain the contract as described in clauses relating to agents/agency commission and penalty for use of undue influence, the Bidder, on a specific request of the IIIT-NR, shall provide necessary information/inspection of the relevant financial documents/information.

7. **Liquidated Damages.** In the event of the Firm’s failure to provide services and maintain the agreed uptime etc as specified in this contract, the Client may, at his discretion, withhold any payment until the completion of the contract. The Client may also deduct from the Firm as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of payable amount as per the scheduled terms of payment.

8. **Non-disclosure of Contract Documents.** Except with the written consent of one party, the other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

9. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or email or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

10. **Premature Termination of Contract.** A contract may be terminated in the following circumstances:-

    (i) When the FIRM fails to honor any part of the contract including failure to deliver the contracted stores/render services in time.

    (ii) When the FIRM is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices.

    (iii) When both parties mutually agree to terminate the contract.

    (iv) When the item offered by the FIRM repeatedly fails in the inspection and/or the supplier is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.

    (v) Any special circumstances, which must be recorded to justify the cancellation or termination of a contract.
The delivery of the material is delayed for causes not attributable to Force Majeure for more than (01 month) after the scheduled date of delivery.

The FIRM is declared bankrupt or becomes insolvent.

11. **Transfer and Sub-letting.** The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof without prior consent in written from IIIT-NR).

   a. The FIRM may subcontract any part of Scope of Work on mutual agreement with the CUSTOMER. The FIRM can under no circumstance sub-contract the complete Scope of Work to a Third Party.

   b. The FIRM would be entirely responsible for quality / standard and timely execution of the sub-contracted work. The FIRM is to draw up a suitable Quality Assurance (QA) Plan with the Sub-FIRM and a copy of the same along with Record of Inspection in accordance with such QA Plan shall be submitted to the CUSTOMER.

   c. The supervision of work for the sub-contracted jobs is to be done by the FIRM. The FIRM is not permitted to seek any extension of Completion Date citing delay on the part of Sub-FIRMs or re-work arising out of Sub-Contracted work.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Bidder shall indemnify the IIIT-NR against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Bidder shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties.** All the rates quoted should be inclusive of all taxes.

15. **Transportation and Material Handling.** The FIRM (supplier) will arrange necessary transport and labour at own cost for loading and unloading of the items.
PART IV – SPECIAL CONDITIONS

1. **Option Clause.** This contract has an Option Clause, wherein the Client can exercise an option to procure an additional quantity of items in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. It will be entirely the discretion of the Client to exercise this option or not.

2. **Repeat Order Clause.** This contract has a Repeat Order Clause, where in the Client can order as desired quantity of the items / services under the present contract within six months from the date of successful completion of this contract, cost, terms & conditions remaining the same. It will be entirely the discretion of Client to place the Repeat order or not.

3. **Tolerance clause.** To take care of any change in the requirement during the period starting from issue of Tender Enquiry till placement of the supply/work order, Client reserves the right to increase or decrease the quantity of the required goods/services without any change in the terms & conditions and prices quoted by the Firm.

4. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT/RTGS mechanism instead of Payment through cheques. No Advance payment will be Made. 100% payment will done on satisfactory completion of work.

5. **Paying Authority.** The payment of bills will be made by IIIT-NR within 45 days of submission of the following documents by the BIDDER to the Paying Authority:

   (e) 03 ink-signed copies of Commercial invoice / BIDDER’s bill

   (f) A work completion certificate post Supply / Installation / User Satisfaction certificate from IIITNR

   (g) Photocopy of Performance Bank guarantee.

   (h) Details for electronic payment viz Account holder’s name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).

6. **Risk & Expense Clause.** Should the services or any installment thereof not be delivered with the time or time specified in the contract documents, or if unsatisfactory delivery are made in respect of the services or any installment thereof, the BUYER shall after granting the BIDDER 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

7. **Force Majeure Clause.**

Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results
from such Force Majeure circumstances as flood, fire, earth quake and other acts of God as well as other circumstances beyond the parties control that have arisen after the conclusion of the present Contract.

a) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time action of these circumstances and their consequences.

b) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (ten) days from the moment of their beginning.

c) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

d) If the impossibility of complete or partial performance of an obligation lasts for more that 06 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

8. **Quality Assurance.** Assurance of quality is the responsibility of the firm and firms are to indicate exclusively and submit proofs of quality assurance norms being followed.

9. **Inspection.** The inspection of delivered items would be carried out by the IIIT NR representative.

10. **Period of Contract.** The contract shall be valid for a period of 12 months, from the date of issue of Purchase Order.

11. **Extension Clause.** The contract agreement may be extended further for a period mutually agreed between the buyer & bidder, without any changes in rates quoted, and, on same terms and conditions mentioned in the extant tender document. However, charges in taxes/Government levies incorporated from time to time would be catered in concluding extension in contract. Any such extension would be processed only after submission of a certificate by the bidder mentioning “No Downward trend in price” and with the approval of the competent financial authority.
Part V - OTHER/MISCELLANEOUS INFORMATION

The Broad Guidelines for Evaluation of Bids.

a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender Enquiry.

b) Discount quoted by the FIRM should be precise and unambiguous. Discount Rate per unit is to be quoted individually as per format for submission of ‘Q’ bid at Annexure ‘D’. Clarifications, if any, may be obtained from this office prior to submission of tender.

C) FIRM is to quote for all categories mentioned in the 'Q' bid submission format. Any price column in Appendix 'A' if “left blank/NA/any figure other than amount in Rupees” shall invite rejection of the quote.

(e) Evaluation of the bid shall be carried out basing on the individual discount rate offered in the financial Bid.

Price Bid Format: The rates for Items/services & spares are to be quoted as per format uploaded in tender wizard.

Technical Bid Format:- The Technical Bid is to submitted as per format uploaded in tender wizard.

CHECK LIST (ON THE LETTER HEAD OF THE BIDDER)

The Bid will be the compilation of following documents, along with required supporting documents. No document in support of minimum eligibility criteria will be accepted / entertained after opening of tender. All the document should be scan and uploaded in the e-tendering portal (https://www.tenderwizard.com/IIIT) and also attach with the specific tender.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cover letter by bidder (On the Letter Head of the Bidder)</td>
</tr>
<tr>
<td>2.</td>
<td>Tender Fee</td>
</tr>
<tr>
<td>3.</td>
<td>Earnest Money Deposit (EMD), if required</td>
</tr>
<tr>
<td>4.</td>
<td>Cliental List for quoted item</td>
</tr>
<tr>
<td>5.</td>
<td>Annexure-A : Bid Proposal Sheet (On the Letter Head of the Bidder)</td>
</tr>
<tr>
<td>6.</td>
<td>Annexure-B : Technical Specification &amp; Scope of work</td>
</tr>
<tr>
<td>7.</td>
<td>Annexure-C : AFFIDAVIT REGARDING BLACKLISTING FIRM</td>
</tr>
<tr>
<td>8.</td>
<td>Annexure-D : PRICE BID (As per specified format)</td>
</tr>
<tr>
<td>9.</td>
<td>Annexure-E : Technical Bid (As per specified format)</td>
</tr>
</tbody>
</table>
To
Purchase Officer
IIIT–Naya Raipur

Subject: Purchase of Library Books under Rate Contract at IIIT–Naya Raipur.

Dear Sir,

We, the undersigned Tenderers, having read and examined in detail the specifications as specified in this document in respect of Purchase of Library Books under Rate Contract at IIIT–Naya Raipur do hereby propose to supply the required products and services.

<table>
<thead>
<tr>
<th>Tender No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Fees Submitted</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount</th>
<th>Mode</th>
<th>Date of Issue</th>
<th>Name of Bank</th>
<th>Valid up to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demand Draft</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| EMD submitted | YES / NO (Please strike off whatever is not applicable) |

<table>
<thead>
<tr>
<th>Amount</th>
<th>Mode</th>
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<th>Name of Bank</th>
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<tbody>
<tr>
<td>Demand Draft</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(viii) ADDITIONAL PURCHASE/WORK ORDER: We understand that the IIIT–Naya Raipur, in case of the requirements may also place repeat purchase order/work order. In such cases, we shall accept and execute all the purchase/work order placed on us by IIIT–Naya Raipur.

(ix) BID PRICING: We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the bidding document. We further understand that the quantities as specified in this Tender may increase or decrease at the
time of Award of Purchase Order as per the requirements of IIIT–Naya Raipur.

(x) **QUALIFYING DATA:** We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.

**CONTRACT PERFORMANCE SECURITY:** We hereby declare that in case the contract is awarded to us, we shall submit the performance Guarantee Bond in the form of Bank Guarantee for the amount of 10% of the total order value.

(vi) **PAYMENT TERMS:** We hereby declare that in case the contract is awarded to us, we agree with payment terms specified in the tender documents.

(vii) **CERTIFICATE AND DECLARATION:**

a) I/We certify that no addition/modification/alteration has been made in the Original Tender Document. If at any stage addition /modification /alteration is noticed in the Original Document. I/We will abide by the terms and conditions contained in the original tender document, failing which IIIT–Naya Raipur reserves the right to reject the tender and/or cancel the contract.

b) It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged /tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that IIIT–Naya Raipur is authorized to make enquiry to establish the facts claimed and obtained confidential reports from clients.

c) In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, IIIT–Naya Raipur is authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.

d) I / We assure the Institute that neither I /We, nor any of my /our workers, will do any act which is improper / illegal during the execution, in case the tender is awarded to us.

e) I / We assure the Institute that I / We will NOT be outsourcing any work specified in the tender document, to any other firm.

f) Our Firm / Company / Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or any other Govt. Organization.

g) I/We certify that, I have understood all the terms & conditions, as indicated in the tender document, and hereby accept all the same completely.

h) I/We, further certify that I/We, possess all the statutory /non-statutory registrations, permissions, approvals, etc., from the Competent Authority for providing the requisite services.
i) I/We hereby declare that this tender on acceptance communicated by you shall constitute a valid and binding contract between us.

j) I/We certify that the submitted quotation is duly paginated and contains from page no. 1 to .................

Date: Signature and Seal of the Manufacturer/Bidder
## Schedule of Requirement

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Original Foreign publication Books (Dollar, Pound and other foreign Currencies)</td>
</tr>
<tr>
<td>2</td>
<td>Low cost foreign/international editions (other than under low cost programme of foreign books printed in India as Indian editions)</td>
</tr>
<tr>
<td>3</td>
<td>Low cost Foreign/Indian Editions (Foreign Books) under low cost foreign Indian editions (Foreign Books under low cost programme printed in India) in rupees price</td>
</tr>
<tr>
<td>4</td>
<td>Indian Books Publication</td>
</tr>
<tr>
<td>5</td>
<td>Govt society or any special publications/Books</td>
</tr>
<tr>
<td>6</td>
<td>General &amp; Reference Books</td>
</tr>
</tbody>
</table>
ANNEXURE- ‘C’

AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART IN GOVT. TENDER BY GOI/GOVT. DEPT

(To be executed on Rs.10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/S. --------------------- ------------------ hereby declare that the firm/company namely M/S.--------- ------------------------------------------------------------------ has not been blacklisted or debarred in the past by IIIT—Naya Raipur or any other Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S. --------------------- ------------------ hereby declare that the firm/company namely M/S.--------- ------------------------------------------------------------------ was blacklisted or debarred by IIIT—Naya Raipur, or any other Government Department from taking part in Government tenders for a period of ---------- years w.e.f.-----------------. The period is over on--------------and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by IIIT—Naya Raipur, and EMD/SD shall be forfeited. In addition to the above IIIT—Naya Raipur, will not be responsible to pay the bills for any completed/ partially completed work.

Signature………………………………………………….………...................

Name………………………………………………………………..................

Capacity in which assigned: …………………………………………………..

Name & address of the firm: …………………………………………………

Date:

Signature of Bidder with seal.
**Format for Q-Bid**

Percentage of Discount offered (to be mentioned both in figures and words)

<table>
<thead>
<tr>
<th>S1.No</th>
<th>Item Description</th>
<th>Discount Offered</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Original Foreign publication Books(Dollar,Pound and other foreign Currencies)</td>
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</tr>
<tr>
<td>4</td>
<td>Indian Books Publication</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Govt society or any special publications/Books</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>General &amp; Reference Books</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Bidder with seal
## Technical Bid Format

<table>
<thead>
<tr>
<th>S.No</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Minimum Average Annual Turnover as per tender Documents</td>
</tr>
<tr>
<td>2</td>
<td>Similar work experience</td>
</tr>
<tr>
<td>3</td>
<td>Black Listed by any NIT/IIT/Central Universities/State Government</td>
</tr>
<tr>
<td>4</td>
<td>Indian registered Company</td>
</tr>
<tr>
<td>5</td>
<td>Availability of Technical and Financial strength to undertake the work</td>
</tr>
<tr>
<td>6</td>
<td>Income Tax return</td>
</tr>
<tr>
<td>7</td>
<td>List Of organization/customer dealt</td>
</tr>
<tr>
<td>8</td>
<td>Details of Organization with Contact number, Full address &amp; Email Id</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proof of Documents Attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annexure-A (balance sheet/CA certificate)</td>
</tr>
<tr>
<td>Annexure-B (copy of Purchase Order)</td>
</tr>
<tr>
<td>Affidavit</td>
</tr>
<tr>
<td>Annexure-C (copy of registration)</td>
</tr>
<tr>
<td>Furnish Details in Annexure-D</td>
</tr>
<tr>
<td>Annexure-E</td>
</tr>
<tr>
<td>Annexure-F</td>
</tr>
<tr>
<td>Annexure-J</td>
</tr>
</tbody>
</table>