



NOTICE INVITING TENDER

National Institute of Technology Sikkim invites tender in sealed envelope for **Supply of books (print)/print material as per the terms and conditions** given in this tender/bid document to be delivered at Library of NIT Sikkim, Barfung Block, Ravangla, South Sikkim-737139. The tender document can be downloaded free of cost from the website www.nitsikkim.ac.in or obtained from the office of the Registrar.

Schedule of Requirement

| <i>Detailed Information</i> | |
|---|--|
| Bidding System | Two Bid System: Technical Bid & Financial Bid (separate sealed) |
| Tender Floating Date | 20 th April 2022 |
| Tender Closing Date & Time | 11 th May 2022; 12:30 PM |
| Technical Bid Opening Date & Time | 11 th May 2022; 03:00 PM |
| Financial Bid Opening Date & Time | 12 th May 2022, 11:00 AM (Tentative/Shall be announced at the time of Technical Bid Opening) |
| EMD (Earnest Money Deposit) | Rs 20,000/- By Demand Draft in favour of "The Director, NIT Sikkim" payable at State Bank of India, Ravangla Branch (IFSC SBIN0007218). |
| Address for communication | The Registrar, NIT Sikkim, Barfung Block, Ravangla, South Sikkim – 737139 |
| Tender Submission | Tender/Bid may be deposited in the tender box or submitted in the Administrative Block at Reception/Registrar office. |
| For any Clarification | library@nitsikkim.ac.in |
| Website | www.nitsikkim.ac.in |
| Number of Pages in the Tender Document | 10 |

Registrar

Note Carefully: The Bidders are required to read carefully and understand all the terms and conditions, specifications, formats, instructions, etc. given in the Tender/Bid document with full understanding of its implications. Failure to furnish all documents and information required for submission of a bid or bids not substantially responsive in every respect may result in outright rejection. The Bidder is required to give confirmation of their acceptance of all the terms and conditions mentioned in the Tender/Bid document. Failure to do so may result in rejection of Tender/Bid submitted by the Bidder.

General Terms and Conditions

1. In this tender document the Institute means “National Institute of Technology Sikkim (NIT Sikkim)”; the **Buyer** means **NIT Sikkim** and **Seller/Supplier** means the successful bidder awarded the Purchase Order (PO)/work order; The word “**Tender**” and “**Bid**” is used interchangeably having same meaning. Here, the word **Supply/Agreement/Contract/Project** means the **Purchase Order** for the goods given in the scope of the work. Goods/Items/Works means the items/service mentioned in the scope of work. A Tender/Bid Document means all the pages of this document consisting of Terms and Conditions, Specifications, Bid Formats, Undertaking, etc.

2. **Scope of Work:**

Supply of books (print) and other print material for the Library of the Institute as given in P.O. from time to time by the Library/Institute. The term “item/goods means books/print material.

3. **Format for submission of bid:**

The bid shall be submitted only in the *forms and formats* attached with this bid document and every page of the bid document should be signed and stamped by authorized person. The bid should be forwarded by the bidders under their original memo/letter head inter alia furnishing all the required details like GST number, PAN, Bank details etc. and complete contact details (Postal address, email and contact numbers) of their office. All bidding documents and rate quotations must be in English. One signed copy of the tender document, with bidding firm seal, agreeing to the terms & conditions and declaration etc. must also form the part of the submitted bid.

4. **Two Bid system:**

The bidding process shall consist of **Two Bid System**. The bid must be submitted in two parts comprising:

Part-I: Technical Bid (Annexure-A) & Part-II: Financial/Commercial/Price Bid (all have same meaning) (Annexure-C).

The Part-I (Technical bid) should contain the EMD, compliance/non-compliance of detailed requirements for library as per the Bid/Tender document along with other desired information/documents/certificate, etc.

The Part-II (Financial Bid) shall only contain the price offered in the Bid format provided with document along with other desired information/certificate, etc, if any.

Both the Bids should be properly placed in two **separate sealed envelopes** and marked accordingly (**must super-scribed “Technical Bid” or “Financial Bid” on the top of each**

respective envelope) for their proper identification. These should again be sealed in a third bigger **envelope super-scribing, “Bid for Supply of books (print)”**.

The Part-I (Technical Bid) will be opened on the date of tender opening and the Part-II (Financial Bid) after evaluation of Part-I. The Part-II (Financial Bid) of only technically qualified bidders shall be opened, as decided by the Technical Evaluation Committee. The decision of the Technical Evaluation Committee (TEC) shall be final and binding on all the bidders.

5. Enclosures:

The bidder must attach the suitable supporting documents. The **Technical and Financial Bids** will be submitted in the specific formats enclosed with this tender document in separate sealed envelopes. All the enclosures attached with the bid shall also be signed and stamped. Please ensure following:

(a) **Technical bid** must comprise of following:

- (i) A clause-by-clause compliance of Terms and Conditions of the bid documents/contract.
- (ii) Duly filled, signed and stamped **Technical bid** on the Letter Head of the **Bidder (Annexure-A)**.
- (iii) Duly filled, signed and stamped **Undertaking** on the Letter Head of bidder. **(Annexure-B)**.
- (iv) All the certificates and declarations required under the Specific Conditions of this Tender/Bid document.
- (v) The bidder must submit/supply records and satisfactory certificate of completing supply of similar materials in Central Government Organization.
- (vi) EMD in the form of Demand Draft must be enclosed with the Technical Bid.
- (vii) The **GST registration** number if any and photocopy of certificate if any and other local authority registration as applicable.
- (viii) **The PAN** of proprietor/firm/company with photocopy of the PAN card.
- (ix) Dealership agreement for quoted items if any may be enclosed with the technical bid.
- (x) **The enclosed formats must be used for the Bids (neatly typed)**. All sheets submitted must be signed by the authorized signatory of the company and duly affixed with firm's stamp. Additional sheets, duly authenticated may be attached to elucidate specific issue, if any.

Non-compliance of any of the above may result in rejection of the bid summarily and no query in this regard shall be entertained.

(b) **Financial Bid/Price Bid:**

Financial bid will comprise of duly filled, signed and stamped Financial Bid in the format given at **Annexure-B** on the Letter Head of the **Bidder**. Financial Bid/Price Bid only must be placed in a separate envelope duly sealed and signed. This envelope must be super scribed with "**Financial Bid for Supply of Books (Print)**".

6. Bid Security:

Rs 20,000/- Bid Security (i.e., Earnest Money Deposit, EMD) in the form of Demand draft from any scheduled bank drawn in favor of “**The Director, NIT Sikkim**” payable at Ravangla, South Sikkim-737139 must accompany with **Technical Bid. No interest shall be paid on the submitted EMD.** Offer without EMD will be rejected summarily except in case of exempted bidders holding valid MSME/NSIC license exempting such bidders from furnishing of EMD as per the applicable rules.

Withdrawal of Bid Submitted:

Bidders unwilling to participate in the bidding process after submitting the bid must ensure that intimation to this effect must be reached to the Registrar, NIT Sikkim before the due date and time of the opening of the Bids, failing which the defaulting Bidder may be delisted and will result in forfeiture of EMD.

7. Force Majeure:

During the pendency of the service agreement if the performance in whole or part thereof, by either party is prevented/delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, non-availability of raw material and other consumables, or any other causes including breakdown of equipment beyond their reasonable control. Neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the contract during the pendency of forced conditions provided that the happenings are notified in writing within 7 days from the date of occurrence. The supply of books shall be resumed under the contract as soon as possible after the restoration of normalcy. The Institute reserves the right to grant time period extension on the request of bidder or otherwise.

8. Jurisdiction of Courts:

In all matters and disputes arising here under, the appropriate Courts at Sikkim only shall have jurisdiction to entertain and try them only after the failure of arbitration process, if any.

Special Terms & Conditions

1. The place of delivery shall be **Library of NIT Sikkim, Ravangla**, South Sikkim. The seller must ensure supply of books at NIT Sikkim Ravangla campus within **30 days** of purchase order issued from time to time. The P.O. shall be communicated by **E-mail** provided by the supplier(s). And date of E-mail shall be the date of P.O. issued for all purpose.
2. Bids shall remain valid for 180 days from date of the Tender closing Date.
3. Bidder may choose authorized representative with proper authorization letter for attending tender document opening.
4. NIT Sikkim reserves right to award Contract/Purchase order to one or more bidder(s).
5. The information/orders/notices, etc. communicated through **E-mail** provided by the firms/suppliers and shall be treated authentic means of communication for all purposes. Providing the **correct contact details (Telephone/mobile Nos., official E-mail IDs, address, etc.)** shall be the sole responsibility of the bidders/firms/suppliers.
6. The supply contract/ empanelment/registration of supplier(s) to supply print materials/Books to the Institute shall be valid for a period of one year initially and can be extended for one more year based on the performance, etc. The decision of the Institute in this regard shall be final and

- binding on all the supplier(s) (successful bidders). The institute may empanel one or more bidders.
7. The Supplier/vendor/Publisher should be member of FPBAI (Federation of Publishers' and booksellers' association of India) since last five years. Proof of the same must be attached.
 8. The bidder has to submit an affidavit to the effect that the firm was/has not blacklisted by any Government, University, college, Institute, PSU, etc. library in last FIVE years.
 9. The supplier(s) will provide the services to the Institute and faculty members for their intellectual requirement in their respective areas by providing the bibliographic information for all new publications from time to time.
 10. The Supplier(s) have to organize Book Exhibition as and when required at NIT SIKKIM.
 11. NIT Sikkim reserves the right to accept or reject any or all bids without assigning any reason. The decision of competent authority shall be final to accept or reject any recommendation or bids.
 12. NIT Sikkim reserves the right to call for any information and record, inspect the premises of any bidder, before as well as during empanelment/registration period.
 13. NIT Sikkim reserves the right to purchase any material from any other vendor who is not empaneled/registered with the Institute for supply of books, etc.
 14. P.O. may be issued to the multiple suppliers and decision of the institute is final and binding on all successful bidders. The preference may be given to more efficient suppliers based on supply, timeliness and service.
 15. The acceptance of the supply order should be submitted by the supplier(s) within Seven days of the issue of P.O. The supply of the accepted supply order should be made by the due date (Normally within 2 to 4 weeks for Indian print and within 4-6 weeks for books which are to be imported).
 16. If the supplier fails to deliver the goods within the delivery period, NIT Sikkim may cancel full order or parts of the order and EMD value may not be returned to the bidder. NIT Sikkim also reserves the right to place the Purchase Order to other bidder or supplier in case of failure of the successful bidder. The EMD shall be forfeited in case the supplier withdraws his tender offer during the validity/empaneled period of the bid/contract.
 17. The "Purchase Order" consists of publications/books as per bibliographic details mentioned therein and all other components (CD's etc.) which come bundled with it, have to be supplied by the supplier.
 18. **Packing, forwarding, insurance (if any), transportation charges should be inclusive in the price.** For any damage/loss during transit, **supplier** will be solely responsible and damaged/lost material must be replaced by supplier at their own cost.
 19. Every supply should accompany by a delivery Challan, clearly bearing the details of the items and titles, publisher, quantity, price, etc.
 20. If the requested title(s) is OFP (Out of Print) or POD (Print on Demand), sufficient valid supporting documentary proof should accompany the communication seeking any extra time for supply.
 21. Where low price edition is available, only the low-priced edition/ paperback version must be supplied.

22. Foreign edition shall not be supplied if the Indian edition/re-print has already been published and available.
23. It shall be the sole responsibility of the SUPPLIER to supply the book of latest edition/ reprint and as per the P.O. issued by NIT Sikkim (proof should be enclosed). Failing which may invite the penalty of 10% (ten percent) of the P.O. value and other actions as deemed fit by the Institute.
24. Responsibility of ensuring quality of the papers, print, etc. of the printed books lies with the supplier. If any book is found defective will be replaced by the supplier at his/her own cost within 15 days of information through E-mail.
25. Bid or Tender may be cancelled or delivered books may be not accepted fully or partially at any time if it is found that **books differ** or deviate from the P.O.
26. The evaluation of the financial bids shall be done on the basis of standard discount rate on both Indian and foreign Publication. If bidder have not quoted for all the items/categories given in financial bid (Partial Financial bids), the bid may be rejected. The decision of the committee shall be final and binding on all the bidders in this regard and no query shall be entertained.
27. Delivery of the books/materials shall be to the satisfaction in all terms of NIT Sikkim, else no payment will be made. The decision of competent authority of the Institute shall be final and binding on Firms/Suppliers. NIT may ask for proof of bills or other relevant document for purchase of the books/material as per the desired standard specification.
28. No Advance Payment(s) will be made.
29. Bill(s) is /are to be address to the Director, National Institute of Technology Sikkim & submitted in the Library for further processing. Per-receipted bill(s) are to be submitted in triplicate (3 copies).
30. The vendor will have to furnish the following certificates with the bills: -
 - (a) "The prices have been correctly charged in accordance with the publisher's invoice and or the publisher's catalogue".
 - (b) In case of foreign edition, a certificate is required stating that "Indian reprint/edition is not published".
 - (c) When low-price edition/paperback edition are not supplied, a certificate is required stating that "No low-price edition/Paperback edition for the book(s) (mentioned at S.No.) is/are available" and need approval of the Institute by E-mail before supply of such books.
 - (d) A currency conversion proof (on the date of P.O.) for foreign books.
31. All the terms and conditions mentioned herein must be strictly adhered to by all the bidders/suppliers. Conditional bids shall not be accepted on any ground and shall be rejected straightway.
32. If at any time it is found that the information provided by the vendor is false about publication, services, price and related matter resulting losses in any form to the NIT SIKKIM, the EMD submitted by the bidder will be forfeited and the bidder shall be black-listed as per the terms and conditions mentioned in this bid document.
33. Partial supply shall be treated as inability of the supplier to provide the requisite services to NIT Sikkim and shall invite penalty as per the penalty clause.
34. In the event of the Seller's failure to supply books/materials/works/goods as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the delivery/supply as per the contract. The **Buyer** may also deduct any amount from the **Seller** (successful bidder) payment due as deemed necessary. Liquidated damages for the

delayed/undelivered goods/services as mentioned above, subject to the maximum value of the Liquidated Damages being not higher than 20% of the total P.O. value. In case of delay attributed solely to the firm (service provider) in the execution of supply of goods, service, etc., penalties at the following rates shall be imposed. The delay shall be based on the agreed implementation schedule as per the terms & conditions mentioned herewith:

- (a) 2% of the total cost for delay up to 15 days;
- (b) 5% of the total cost for delay more than 15 days but less than 30 days;
- (c) 10% of the total cost for delay more than 30 days but less than 45 days;
- (d) Delay more than 45 days shall invite penalty of (i) forfeiting of EMD or 20% of P.O. value, whichever is higher and (ii) Blacklisting of the supplier as per the terms and conditions mentioned in this tender.

The competent authorities of the Institute reserve the right to increase the supply/service etc. time period on the request of the firm or its own reasons or waive off the penalty. Maximum delay of 60 days is tolerable, beyond which the order/agreement is liable to be cancelled. The loss incurred due to non-performance of the firm/vendor will be recovered from the firm/vendor.

Note Carefully: The Bidder is required to read and examine all the terms and conditions, specifications and instructions given in the Tender/Bid document with full understanding of its implications. Failure to furnish any information required for submission of a bid or bids not substantially responsive in every respect may result in outright rejection. The Bidder is required to give and undertaking of understanding and acceptance of all the terms and conditions mentioned in the Bid document. The sole responsibility in all respect lies with the bidder and NIT Sikkim shall not be held responsible in any respect in this regard.

**Registrar
NIT Sikkim**

Annexure-A**Part-I**

Format for submission of Technical Bid
(To be submitted on the letterhead of the bidder)

| S. No. | Particulars | Description in details | Ref No/ Remarks if any |
|--------|---|------------------------|------------------------|
| 1 | Name of the Firm | | |
| 2 | Complete Postal Address with Tel. No., Fax/Email | | |
| 3 | Date of Establishment: Professional Experience (in years) | | |
| 4 | Registration details with concern authority/ association to supply books in India | | |
| 5 | PAN No | | |
| 6 | GST registration No. if any | | |
| 7 | Authorised Contact person name, mobile number, e-mail ID | | |
| 8 | Proof of member of FPBAI (Federation of Publishers' and booksellers' association of India) since last five years. | | |
| 9 | Proof of supply of e-books to institute of repute e.g. NITs, IITs, IISER, IEST, IIM etc. | | |
| 10 | Proof of average turnover of during last three years. | | |
| 11 | Banker's details (A certificate issued by The banker's may be attached) (a) Bankers Name (b) Address (c) Bank A/C No. (d) IFSC Code (e) Date of opening Name of sponsor to open A/c | | |
| 12 | Whether firm is Income Tax payee, if so, please attach a copy of IT return | | |
| 13 | IEC code (in case you want to supply foreign publications) | | |

Annexure-B**Undertaking****Part- I**

(On the letter head of the bidder)

To
The Director
NIT Sikkim, Ravangla

Sub: Undertaking for Tender No:

Dear Sir,

This is to undertake that I / We, owner(s) of M/s, of (name of city) have read the above mentioned Tender document and have fully understood the Terms & Conditions and their implications. We undertake:

- (i) that if I/We am/were given the contract/empaneled/registered with the Institute for the supply of books/print material, I/We will abide by all the Terms & Conditions etc. of the tender document in letter and spirit.
- (ii) that the firm was/has not blacklisted by any Government, University, college/Institute, PSU, etc. library in last FIVE years.

Signed by
(Name)

Authorized Signatory of M/s

Official Stamp:

Date:

Place:

Annexure-C**Part -II**

(On the letterhead of the bidder)

Format for submission of Financial Bid

The discount on catalogue price/print price for each book/print material shall be as given in the table below for the specified category.

| S.NO. | Particulars | Discount Offered |
|-------|--|------------------|
| 1. | Text Book (Indian Publishers) Paper Back | |
| 2. | Text Book (Indian Publishers) Hard Bound | |
| 3. | Text Book (Indian reprint of foreign Publishers) | |
| 4. | Text Book (Foreign edition) | |
| 5. | Text Book (International editions of Foreign publishers) | |
| 6. | Reference books, Encyclopedia, manuals, Hand Books, Dictionaries etc. Published by foreign Publishers | |
| 7. | Reference books, Encyclopedia, manuals, Hand Books, Dictionaries etc. Published by Indian Publishers/Indian reprints of foreign publishers | |
| 8. | Books Published by Foreign commercial publishers, which are neither reference books nor cheap text books | |
| 9. | Books Published by Indian commercial publishers, which are neither reference books nor cheap text books | |
| 10. | Books Published by societies | |
| 11. | Books Published by Govt. | |
| 12. | Soft/digital/CD Rom Version of Books | |
| 13. | Others | |