



**National Institute of Electronics and Information Technology (NIELIT)
Chandigarh, Ropar Campus
Ministry of Electronics and IT (MeitY), Government of India**

Limited Tender Document for Empanelment for Supply of
Books of various Publishers for Library

Table of Contents

INVITATION FOR BIDS AND SCHEDULE	4
ABOUT NIELIT	5
1. INSTRUCTIONS TO BIDDERS	6
1.1 Eligibility Criteria and Pre-Qualification Criteria	6
1.2 General Instructions	6
1.3 Bid Securing Declaration (BSD)	7
1.4 Security Deposit / Performance Bank Guarantee / Contract Security:	7
1.5 Bid Submission	7
1.6 Disqualification	9
1.7 Bid Evaluation	9
2. GENERAL CONDITIONS OF CONTRACT	10
2.1 Income Tax & GST Number	10
2.2 Acceptance of the award of Contract	10
2.3 Period of Contract	10
2.4 Contract Documents (Non – Disclosure Agreement)	10
2.5 Confidentiality	10
2.6 Interpretation	10
2.7 Language	11
2.8 Notices	11
2.9 Applicable Law	12
2.10 Terms of Payment	12
2.11 Penalty Clause / Liquidated Damages	12
2.12 Termination	13
2.13 Disputes and Arbitration	13
2.14 Jurisdiction	14
2.15 Reservation of Rights	14
2.16 Force Majeure	14
2.17 Patent Indemnity	14
2.18 Limits on Promotion / Publicity / Advertisement	15
2.19 Corrupt or Fraudulent Practices	15
2.20 Criminal Charges and Conviction	15

2.21	Conflict of Interest	15
3.	SCHEDULE OF REQUIREMENTS (SCOPE OF WORK)	17
4.	Details of the Books required	18
5.	PRICE SCHEDULE	19
6.	CONTRACT FORM.....	21
	ANNEXURE 1 - Instructions for Bid Submission.....	23
	ANNEXURE 2 - Tender Acceptance Letter.....	24
	ANNEXURE 3 - Self-Declaration – Non Blacklisting.....	25
	ANNEXURE 4 - Bid Securing Declaration in Lieu Of Earnest Money Deposit.....	26

INVITATION FOR BIDS AND SCHEDULE

NIELIT Chandigarh (hereinafter called "The Purchaser") invites bids in the prescribed format, to be submitted at below address latest by the last date and time of bid submission, from Eligible Bidders for empanelment for supply of various books as per list given in this document. The schedule is as under:

S.N.	Particulars	Details
1.	Name and Address of Purchaser	National Institute of Electronics and Information Technology (NIELIT), Chandigarh Permanent Campus: Vill. Bada Phull, Rupnagar - 140001
2.	Estimated Tender Value	10 lakhs
3.	Tender Document Fee	Nil
4.	Earnest Money Deposit (EMD)	Nil
5.	Closing Date & Time of Bid Submission	06 th April 2023 05:00 pm
6.	Online Submission of Performance Security, wherever applicable	Bank Details: Punjab National Bank, College Road, Rupnagar, Punjab A/c Type: Current A/c No.: 7854005900000019 IFSC Code: PUNB0040800
7.	Bid Validity	30 Days from the date of bid submission
8.	Contact person for queries	Sh. Amit Jain, Joint Director Email: amitjain@nielit.gov.in Mobile: 94173-79950 Sh. Jasbir Singh, Deputy Director Email: jasbir@nielit.gov.in Mobile: 98555-33449

Disclaimer

*This Tender is not an offer by NIELIT, but an invitation to receive offer from **Eligible Bidders**. No contractual obligation whatsoever shall arise from the tender process unless and until the offer is accepted and executed by duly authorized Officer of NIELIT Chandigarh with the vendor.*

**Executive Director
NIELIT Chandigarh**

ABOUT NIELIT

National Institute of Electronics and Information Technology (NIELIT) is an Autonomous Scientific Society under the administrative control of Ministry of Electronics and Information Technology, Govt. of India. NIELIT was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communication Technologies (IECT).

NIELIT is engaged in carrying out Education & Training Programs - both in the Formal & Non-Formal sectors in the area of IECT. Its mandate includes development of Industry oriented quality education and training programs in the state-of-the-art areas, to establish standards and to be the country's premier institution for Examination and Certification in the field of IECT. It is also a National Examination Body, which accredits institutes/organizations for conducting courses in the Non-Formal Sector of Education in the field of IT and related areas.

NIELIT Centres are also imparting training in Short Term Courses in the areas of Information Technology, Electronics System Design & Manufacturing (ESDM), Maintenance Engineering, ITES-BPO etc. Besides the training activities, NIELIT Centres are offering consultancy services and undertaking software development projects in addition to Govt. sponsored projects in the area of Education & Training, R & D, etc

NIELIT Chandigarh, a premier institute of the northern region, was setup as "Regional Computer Centre" by the erstwhile Department of Electronics, Govt. of India in the year 1978 to promote the use of Information Technology and to provide IT education to various Government Organizations, Public Sector Undertakings and Autonomous Bodies of northern region. RCC upon merger with DOEACC Society, Department of Information Technology, Ministry of Communication and Information Technology, in the year 2002, was re-christened as DOEACC Society, Chandigarh Centre. The centre has now been renamed as NIELIT Chandigarh w.e.f. 10th Oct., 2011. NIELIT Chandigarh is a professionally managed centre with clear-cut strategies and aims at developing excellence in IECT and reaching out to masses for their skill development.

NIELIT Chandigarh has been imparting education and training in the field of Electronics and Information Technology in formal and non-formal sector. Students of various Engineering Colleges as well as employees of various Govt. departments, Defence personnel etc. have been undergoing training in various advanced courses. It has also been extending its services in various other fields of Electronics and Information Technology at national level.

The permanent Campus of NIELIT Chandigarh is situated at Vill. Bada Phull, Rupnagar (Punjab) – 140001.

1. INSTRUCTIONS TO BIDDERS

1.1 Eligibility Criteria and Pre-Qualification Criteria

Bidders shall provide such evidence of their continued eligibility satisfactory to the tendering authority as per the "Eligibility & Pre-qualification criteria" mentioned in the bidding document and/ or as the tendering authority shall reasonably request. The Bidder must furnish the self-attested copies of supporting documents as per following details in the Technical Bid, failing which the proposal shall not be considered.

S. No.	Eligibility & Pre-Qualification Criteria	Supporting documents	To be submitted as Annexure-
1.	Contract Form as per format provided in the tender document		
2.	Tender Acceptance Letter	On Applicant's Letter head as per format at Annexure-2.	A
3.	Bidder must possess and submit a valid: i. Permanent Account Number (PAN) of Bidder ii. GST Registration Certificate, if applicable	Valid copy of all the mentioned/ required Certificates / Documents.	B
4.	The bidder should not have been under sanction, cross-debarred, debarred in participating in any procurement activities in India by NIELIT or any State or Central Government or autonomous body/SPSUs/CPSUs/any other govt organisation or its undertakings.	Undertaking to this effect shall be submitted by the applicant as per Annexure-3.	C
5.	The bidder must submit Bid Securing Declaration.	Bid Securing Declaration as per Annexure-4.	D
6.	The Bidder should have average annual turnover of at least Rs 3 lakhs during the last three financial years i.e. 2019-20, 2020-21 and 2020-22 (or as evidenced by the accounts of the organization / CA Certificate certifying turnover. If the vendor is a joint venture, the turnover of at least one partner should be as above.	Copies of balance sheets including profit & loss accounts/ CA Certificate.	E

If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "**Bidder Turnover**" criteria and "**Experience Criteria**" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be submitted for evaluation.

1.2 General Instructions

- 1.2.1 No physical sale of tender document will be done.
- 1.2.2 The bidders are advised to study this Tender document carefully before submitting their bids in response to the bid Invitation. Submission of a bid in response to this invitation shall deemed to be have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- 1.2.3 The Bidder shall bear all costs associated with the preparation and submission of its bid and NIELIT will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.

- 1.2.4 The Purchaser is not bound to accept any bids, and at its sole discretion reserves the right to annul the selection process at any time prior to the award of contract without assigning any reasons to the bidders whatsoever and without thereby incurring any liability to the bidders.
- 1.2.5 The bids, and forms are strictly to be submitted as per specified formats.

1.3 Bid Securing Declaration (BSD)

All bids submitted in response to this Tender document shall be accompanied by **Bid Securing Declaration in prescribed format**. The provisions of the Bid Securing Declaration shall be invoked under the following conditions:

- a. If the bid is withdrawn during the validity period or any extension agreed to by the Bidder thereof.
- b. If the bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extended period.
- c. If the Bidder tries to influence the evaluation process.
- d. If the Bidder refuses to take up the job within the time stipulated by the purchaser.
- e. If the bidder fails to furnish the performance security within the prescribed time.
- f. If the bidder fails to comply with any of the provisions of the tender document.
- g. If the Bidder, having been notified of his selection, fails or refuses to submit the acceptance of the award of contract or the required Performance Security in the prescribed format within the time stipulated by the Purchaser.
- h. Suspension shall be without prejudice to any other right of NIELIT to claim any damages as admissible under the law as well as to take such action against the Agency/ Bidder such as severing future business relation or black listing, etc., as may be deemed fit.

1.4 Security Deposit / Performance Bank Guarantee / Contract Security:

- 1.4.1 Performance Security Deposit of Rs. 30,000/- in the form of NEFT/RTGS transfer into the NIELIT Chandigarh Bank account details given or unconditional, unequivocal and irrevocable Performance Bank Guarantee, will need to be submitted within a period of ten days of the date of award of job order/purchase order valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty obligations.
- 1.4.2 NIELIT, Chandigarh bank details are given in the **Invitation and Schedule** page.
- 1.4.3 The proceeds of the Performance Security Deposit shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time or cost) resulting from the Supplier's/ Bidder's failure to comply with its obligations under the Contract.

1.5 Bid Submission

- 1.5.1 The bidders will need to submit their Bid and the documents as described in this section at either of the two addresses below:
- a) NIELIT Permanent Campus, Village Bada Phull, Rupnagar – 140001; or
 - b) NIELIT IETE Campus, Plot No. M925, Sector 30-B, Chandigarh - 160030.
- 1.5.2 The Technical Bid should be placed in sealed envelope titled “**Technical Bid for Empanelment for Supply of Books**” and Financial Bid should be placed in sealed envelope titled “**Financial Bid for Empanelment for Supply of Books**”. Both the envelopes should be placed inside a larger sealed envelope titled “**Bid for**

Empanelment for Supply of Books". All (outer bigger envelope and inner two envelopes) envelopes should also have the name of the Bidder.

- 1.5.3 Documents required to be submitted with the technical bid are as per Eligibility Criteria defined in Section 1.1. Index of Submitted Documents** mandatorily required is also to be submitted. Bids without the specified documents are liable to be summarily rejected.
- 1.5.4 Financial bid should be submitted in separate envelope only containing the quote of the prices/rates as specified in the BoQ format (Price Schedule).**
- 1.5.5** In case, any bidder encloses the financial bid within technical bid, the bid shall be rejected summarily.
- 1.5.6** All bid documents must be duly signed by the authorized signatory of the bidder along with seal of the firm.
- 1.5.7** The bidder must quote for all items failing which the bid is liable to be rejected.
- 1.5.8** The BOQ template must not be modified/ replaced by the bidder and the same should be submitted after filling the relevant columns, else the bidder is liable to be rejected. Bidders are allowed to enter the Bidder Name and Values only.
- 1.5.9 NIELIT will not be responsible for any sort of delay or the difficulties faced during the submission of bids by the bidders due to local issues/post / courier issues. The bidders are advised to submit the bids well before the bid submission end date and time.**
- 1.5.10** At any time prior to the deadline for submission of the Bid, the Purchaser may for any reason, cancel the Tender document.
- 1.5.11 Undertaking for reasonableness:**
The bidder will be presumed to have given an undertaking with submission of financial bid that to the best of their knowledge and belief:
- (a) Tendered rates are at par with the prevailing market rates and not more than the price usually charged for items of same nature/class or description from any private purchaser either foreign or as well as Government purchaser.
 - (b) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted is not higher than the controlled price.
 - (c) Services/Products/Goods supplied, will be of requisite specification and quality
- 1.5.12 Completeness of Bids**
Information must be furnished in comprehensive manner against each column of Bid Document. NIELIT will examine the Bids to determine as to whether they are complete in all respects. In particular, whether
- a) they meet all the conditions of the Tender Document and Technical Specifications
 - b) any computational errors have been made
 - c) required sureties have been furnished
 - d) the documents are as prescribed and have been properly signed
 - e) the Bid Documents are substantially responsive to the requirements of the Tender Document
- 1.5.13** If a firm quotes **NIL Charges / consideration**, the bid shall be treated as unresponsive and will not be considered.

1.6 Disqualification

The Purchaser may at its sole discretion and at any time during the evaluation of bid, disqualify any bidder, if the bidder:

- a. makes misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b. exhibits a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any job allotted in the preceding three years;
- c. submits a bid which is not accompanied with required documentation or which is non-responsive to the terms and conditions and stipulations herein;
- d. fails to provide clarifications related thereto within given time frame, when sought;
- e. submits more than one bid;
- f. has been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices.

1.7 Bid Evaluation

- 1.7.1 The bids will be evaluated under Two-Bid System.
- 1.7.2 'Technical Bid' of all the Bids submitted will be opened at specified date time mentioned in the Tender Schedule.
- 1.7.3 The Technical evaluation of the bids will be done on the basis of the information supplied by the bidders in their bid as well as all other relevant documents submitted by the bidder.
- 1.7.4 During evaluation, the Purchaser may, at its discretion, ask the respondents for clarifications on their bids through email / written communication. The Bidders are required to respond within the time frame prescribed by the Purchaser.
- 1.7.5 Financial bids of only technically short-listed qualified bidders as per the terms of this document shall be opened by the Tender Evaluation Committee for which separate date will be fixed.
- 1.7.6 The Competent Authority, NIELIT Chandigarh shall at its own discretion have the authority to disqualify any or all bid(s) that it finds to be inappropriate without giving any reason/justification to the bidder.
- 1.7.7 The decision of the Competent Authority, NIELIT Chandigarh on any of the above matters will be final and binding on all the bidders and no further discussion/interface will be held with the bidders whose bids are disqualified/rejected.
- 1.7.8 **Evaluation of Financial Bids:**
All bids shall be ranked as H1, H2, H3 on basis of Grand Total of the Discount offered in the Price Schedule and work will be awarded to H1 (Highest Discount quote). In case of multiple H1 bidders, empanelment shall be done on publisher wise H1 among the H1 bidders.

2. GENERAL CONDITIONS OF CONTRACT

2.1 Income Tax & GST Number

Only Bidders who hold a valid PAN from Income Tax department and have GST Registration number, if applicable, shall bid. The PAN and the GST Registration Number, if applicable, should be quoted in the tender document without which the tender is liable to rejection.

2.2 Acceptance of the award of Contract

The selected bidder(s) shall be required to give acceptance within seven to ten days of the award of the contract or within such extended period, as may be specified by the Purchaser.

The acceptance of the award of the contract shall constitute a binding contract between the Purchaser and the selected bidder incorporating all the terms and conditions of the tender document and such other terms and conditions as may be communicated by the Purchaser in the award letter necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and the acceptance thereof.

2.3 Period of Contract

The contract would be for a period of one year which may be extended at sole discretion of Competent Authority, NIELIT up to a maximum of six months.

2.4 Contract Documents (Non – Disclosure Agreement)

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Bidder shall not, without prior written consent from NIELIT, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of NIELIT in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract.

Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance. The Bidder shall not, without prior written consent of NIELIT, make use of any document or information made available for the project, except for purposes of performing the Contract. All project related documents issued by NIELIT, other than the Contract itself, shall remain the property of NIELIT and shall be returned (in all copies) to NIELIT, on completion of the Bidder's performance under the Contract if so required by NIELIT.

2.5 Confidentiality

Information relating to the examination, clarification, comparison and evaluation of the bids submitted shall not be disclosed to any of the responding firms or their representatives or to any other persons not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its bid

2.6 Interpretation

- a) If the context so requires it, singular means plural and vice versa.

- b) **Commercial Terms:** The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by commercial terms. All the terms shall be governed by the rules prescribed in the current edition of commercial terms, published by the Indian Chamber of Commerce at the date of the Invitation for Bids or as specified in the bidding document.
- c) **Entire Agreement:** The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- d) **Amendment:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by duly authorized representatives of each party thereto.
- e) **No waiver:** Subject to the conditions (f) and (g) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- f) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- g) The contract shall be governed by the provisions of GFRs and instructions issued by various government organizations (e.g. but not limited to Ministry of Finance, CVC etc.) having jurisdiction to issue orders/instructions of procurement related matters. In case the provisions of Contract/Agreement/this Document are at variance with the Orders/Instructions issued by such government organizations, the Orders/Instructions will prevail.
- h) **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- i) In case of any ambiguity in the interpretation of any of the clauses in the tender document, the interpretation of the clauses by Authorized Representative of NIELIT shall be final and binding on all parties.

2.7 Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/ Bidder and the Purchaser, shall be written in English and/or Hindi languages only or as specified in the special conditions of the contract.
- b) Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and authenticated translation of the relevant passages in English language. Supporting material, which is not translated in English and/or Hindi, will not be considered for evaluation.
- c) For the purpose of evaluation and interpretation of the proposal, the English and/or Hindi language translation shall prevail.
- d) The Supplier/ Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

2.8 Notices

- a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with signatures. Faxes/emails shall be followed by written signed letter.

- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

2.9 Applicable Law

- a) The contract shall be interpreted in accordance with the laws of the Union of India and the Government of Punjab.
- b) Governing Law and Choice of Forum:
 - i. The laws of India shall govern this tender process. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at district Rupnagar, Punjab.
 - ii. Any suit/legal action filed by any third party on account of the goods / services provided by the bidder against any item related/pertaining to order awarded to the successful bidder shall be settled by the bidder at its own cost. NIELIT will NOT be a party to the same.

2.10 Terms of Payment

- a) The currency or currencies in which payments shall be made to the Bidder under this Contract shall be Indian Rupees (INR) only.
- b) No advance payment shall be made including payments of handling charges/service charges /transport charges, etc. under any circumstances to the bidder.
- c) **Payment will be made within three weeks after supply of books on submission of tax invoice.**
- d) All remittance charges will be borne by the bidder.
- e) In case the bidder fails to execute the order, NIELIT shall have liberty to get it executed through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- f) The prices quoted shall not be conditional /optional.
- g) All payments to the Bidder/agency shall be made through RTGS only for which they are required to submit the following information:
 - 1. Bank Account Number of bidder/agency
 - 2. Name of the Account
 - 3. Bank Name
 - 4. Branch Name
 - 5. IFSC Code.
- h) **Tax deduction at source:** All Central/State Govt. /Local Body Levies as applicable from time to time shall be deducted at source from the payment to the Supplier/ Bidder as per the respective law in force at the time of execution of contract. NIELIT shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The supplier shall furnish to the purchaser tax registration nos., PAN (for TDS), etc., as applicable.
- i) For all goods/services supplied, the Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed/incurred until delivery of the contracted products or services.
- j) The rates quoted shall be firm. However, after the award of contract, any variation in government levies shall be as per actuals.

2.11 Penalty Clause / Liquidated Damages

Penalty for late delivery would be leviable at the rate of 0.5% per day subject to maximum of 5% of the value of such portion of supply as has not been completed. In case the books are not supplied within the stipulated period, the Competent Authority, NIELIT Chandigarh may cancel the order and arrange to procure the said books from any other source at vendor's risk and cost.

In case of delay/unsatisfactory performance, Competent Authority, NIELIT Chandigarh, will have the right to get the work done from any other source at the risk and cost of the vendor.

2.12 Termination

a) Termination for Insolvency

NIELIT may at any time terminate the Contract by giving Notice to the Bidder/Contractor if the Bidder/Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder/Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NIELIT. Performance Guarantee Bond/Security in any form submitted by the bidder shall stand forfeited.

b) Termination for Default

- i. NIELIT may, without prejudice to any other remedy for breach of contract, by giving 15 (fifteen) days' notice in writing of default sent to the successful Bidder, cancel the order in whole or in part if the Bidder: -
 - a. has abandoned or repudiated the Contract; or
 - b. has without valid reason failed to supply the goods/services as per the terms of this document; or
 - c. fails to deliver any or all quantities of the goods/service within the time period specified in the contract, or any extension thereof granted by NIELIT; or
 - d. fails to perform any obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - e. in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract; or
 - f. commits breach of any condition of the contract.
- ii. **If NIELIT terminates the contract in whole or in part then amount of performance security will be forfeited / invoked.**
- iii. No claim/compensation shall be payable by NIELIT as a result of such termination.
- iv. NIELIT shall reserve the right to get order fulfilled / completed at the risk and cost of the bidder and to recover from the bidder any amount by which the cost of completing the order by any other agency shall exceed the value of the contract.
- v. The bidder shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of order or on account of loss of expected profits.
- vi. The above shall be without prejudice to any other remedies/rights/claims etc. that may be available to NIELIT under the law.

c) Termination for Convenience

- i. NIELIT, by Notice sent to the successful Bidder, may cancel the order, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the successful bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the bidder if any due to such termination.

2.13 Disputes and Arbitration

In the event of any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred (as per the Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof) to the sole arbitrator to be appointed by the

Competent Authority, NIELIT Chandigarh. The award of the arbitrator shall be final and binding on both the parties.

2.14 Jurisdiction

In case of failure of arbitration proceedings, appropriate courts at Rupnagar under the jurisdiction of Hon'ble High Court of Punjab and Haryana at Chandigarh shall have exclusive jurisdiction to try and entertain any dispute arising there from.

2.15 Reservation of Rights

NIELIT reserves the right to:

- a. Extend the Closing Date for submission of the bids
- b. Seek information from the bidders on any issue at any time.
- c. Allow a Bidder to change its Technical bid if the same opportunity is given to all Bidders.
- d. To accept any bid not necessarily with highest discounts, reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited or distribute options to more than one bidder.
- e. Terminate or abandon this procedure or the entire project whether before or after the receipt of proposals.
- f. Seek the advice of external consultants to assist NIELIT in the evaluation or review of bids.
- g. Make enquiries of any person, company or organization to ascertain information regarding the Bidders and its bids.
- h. Reproduce for the purposes of this Procedure the whole or any portion of the bid despite any copyright or other intellectual property right that may subsist in the bid.

2.16 Force Majeure

- a) Notwithstanding anything contained in the Bid Document, the bidder shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- b) For purposes of this clause "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed, otherwise will not be applicable here. The decision of NIELIT, regarding Force Majeure shall be final and binding on the Bidder.
- c) If a Force Majeure situation arises, the bidder shall promptly notify to NIELIT in writing, of such conditions and the cause thereof immediately but latest within 15 days of occurrence of such event. Unless otherwise directed by NIELIT in writing, the successful bidder shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.17 Patent Indemnity

- a) The Bidder shall, subject to NIELIT compliance with sub-clause (b) below, indemnify and hold harmless NIELIT and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which NIELIT may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other IPR registered or otherwise existing at the date of the Contract by reason of: -
 - i. the installation of the Products/Services by the Bidder or the use of the Products/Services in the country where the Site is located; and

- ii. the sale in any country of the products produced by using the Products/materials purchased under the contract.

Such indemnity shall not cover any use of the Products/Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Products/Services or any part thereof, or any Products/Services produced thereby in association or combination with any other goods, equipment, plant, or materials not supplied by the Bidder, pursuant to the Contract.

- b) If any proceedings are brought or any claim is made against NIELIT out of the matters referred to above, NIELIT shall give the Bidder a notice thereof, and the Bidder shall at its own expense and in NIELIT's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the Bidder fails to notify NIELIT within fifteen (15) days after receipt of such notice that it intends to conduct any such proceedings or claim, then NIELIT shall be free to conduct the same to the cost of Bidder.
- d) NIELIT shall, at the Bidder's request, afford all available assistance to the Bidder in conducting such proceedings or claim, and shall be reimbursed by the Bidder for all reasonable expenses incurred in so doing.

2.18 Limits on Promotion / Publicity / Advertisement

The selected bidders shall not perform any kind of promotion, publicity or advertising etc. at the Purchaser and their field offices through any kinds of hoardings, banners or the like.

2.19 Corrupt or Fraudulent Practices

In the event of the bidder engaging in any corrupt or fraudulent practices during the bidding process, the Purchaser reserves the right to reject such bids at its sole discretion.

For the purpose of this clause:

“Corrupt Practice” includes the offering, giving, receiving or soliciting of anything of value to influence the action of an official of the Purchaser in the selection process. It also includes bringing undue influence through any quarter or interfering directly or indirectly in the selection process to affect its outcome.

“Fraudulent Practice” includes a misrepresentation of facts in order to influence the evaluation and selection process to the detriment of the Purchaser.

2.20 Criminal Charges and Conviction

The Bidder warrants that it has disclosed and will continue to disclose during the term of this Contract full details of all criminal convictions and all pending criminal charges against it or any of its personnel and associates that would reasonably be expected to adversely affect the Bidder and the company who owns the patent of the technology being offered or the Bidder's capacity to fulfil its obligations under this contract.

2.21 Conflict of Interest

NIELIT considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under NIELIT's Procurement Ethics.

In pursuance of NIELIT's Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, NIELIT will take

appropriate actions against the bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified.

A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if, including but not limited to:

- a) have controlling shareholders in common; or
- b) receive or have received any direct or indirect subsidy from any of them; or
- c) have the same legal representative for purposes of the Bid; or
- d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process; or
- e) A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid.

3. SCHEDULE OF REQUIREMENTS (SCOPE OF WORK)

3.1 The selected vendor shall empanelled for supply of books. Separate orders shall be issued to the empanelled vendor from time to time as per requirement during the empanelment period. Order can be issued till the last date of empanelment.

3.2 Time Schedule

- a) The vendor shall be required to supply the books required within 15 days of the award of the order at NIELIT Chandigarh Ropar Campus, Village Bada Phull, Rupnagar (Punjab).
- b) The penalties for delay are covered in the section "Penalty Clause / Liquidated Damages".

4. Details of the Books required

The books shall be from publishers as in the BoQ.

5. PRICE SCHEDULE

(Financial Bid)

To be utilized by bidder for quoting their prices

Tender Inviting Authority: NIELIT Chandigarh		
Name of Work: Supply of Various Books for Library		
Bidder Name :		
(This BOQ template must not be modified/replaced by the bidder and the same should be submitted after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)		
Sr. No.	Publisher Name	Discount % on MRP
1.	BPB Publications	
2.	Cambridge English	
3.	Galgotia Publications	
4.	Jeevansons Publications	
5.	Kalyani Publishers	
6.	Khanna Publishers.	
7.	O'Reilly	
8.	McGraw Hill	
9.	MIT Press	
10.	New Age International	
11.	Orient BlackSwan	
12.	Pearson Education	
13.	Prentice-Hall of India	
14.	Publications Bureau	
15.	Tata McGraw-Hill	
16.	Vikas Publication, Chennai	
17.	Wiley India Pvt Ltd	
18.	ਚੇਤਨਾ ਪ੍ਰਕਾਸ਼ਨ, ਲੁਧਿਆਣਾ (Chetna Parkashan, Ludhiana)	
19.	ਪੰਜਾਬ ਸਟੇਟ ਯੂਨੀ: ਟੈਕਸਟ ਬੁੱਕ ਬੋਰਡ, ਚੰਡੀਗੜ੍ਹ (Punjab State University Text Book Board, Chandigarh)	
20.	ਪੰਜਾਬੀ ਭਾਸ਼ਾ ਅਕਾਦਮੀ ਜਲੰਧਰ (Punjabi Bhasha Academy, Jalandhar)	
21.	ਪਬਲੀਕੇਸ਼ਨ ਬਿਊਰੋ, ਪੰਜਾਬੀ ਯੂਨੀਵਰਸਿਟੀ, ਪਟਿਆਲਾ (Publication Bureau, Punjabi University, Patiala))	
22.	ਭਾਸ਼ਾ ਵਿਭਾਗ ਪਟਿਆਲਾ (Bhasha Vibhag, Patiala)	
23.	Sage Publications India	
24.	Gurucool Publishing	
25.	Cengage	
26.	Arihant Publications	
27.	Other Publishers	
Grand Total of the Discount for Comparison**		

**** Empanelment shall be awarded to highest total (H1) . In case of multiple H1 bidders, empanelment shall be done on publisher wise H1 among the H1 bidders.**

I undertake that:

- (a) Tendered rates are at par with the prevailing market rates and not more than the price usually charged for services/products/goods supplied of same nature/class or description from any private purchaser either foreign or as well as Government purchaser.
- (b) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted is not higher than the controlled price.
- (c) Services/Products/Goods supplied, will be of requisite specification and quality.

Notes:

1. The bidder must quote for all items failing which the bid will be rejected.
2. The rate quoted will be valid till the period specified in the tender document. The period of validity of rates can be extended with mutual agreement.
3. No condition will be entertained and conditional tender will be rejected outrightly.

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -

Date:

Place:

6. CONTRACT FORM

(Priced Bid)

(On the letter head of the firm submitting the bid document)

To

The Executive Director
National Institute of Electronics and Information Technology, Chandigarh
Permanent Campus, Vill. Bada Phull, Rupnagar – 140001

Ref: Tender ID.....Dated: for

Sir,

Having examined the bidding documents and having submitted the techno commercial un-priced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

1. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.
2. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.
3. The prices quoted are excluding GST but inclusive of all taxes/charges net F.O.R NIELIT Chandigarh, Permanent Campus, Vill. Bada Phull, Rupnagar - 140001. We enclose herewith the complete Price Bid (Price Schedule (Bill of Quantity-BOQ) and .xls format) as required by you.
4. We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.
6. The Bid Securing Declaration in prescribed format is attached.
7. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
8. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
9. It is certified that I/WE , the undersign , do not have relationship with any of the employees working at NIELIT

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/
constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

We do hereby undertake that, until a formal notification of award, this bid, together with NIELIT Chandigarh's written acceptance thereof, shall constitute a binding contract between us.

Name of Bidder :

Full Address :

.....

Telephone No :

Mobile No :

Fax No :

E-mail :

GST Registration No :

PAN No :

Dated this day of :

Signature of Authorised Signatory :

Name and Designation of Authorized Signatory :

Summary of Turnover as per Eligibility criteria :

Summary of Experience as per Eligibility criteria :

Details of enclosures : Annexure ____ Page No.____

Annexure ____ Page No.____

Annexure ____ Page No.____

...

Company Seal

ANNEXURE 1 - INSTRUCTIONS FOR BID SUBMISSION
INSTRUCTIONS FOR BID SUBMISSION AS PER SECTION 1 OF THIS TENDER DOCUMENT

ANNEXURE 2 - Tender Acceptance Letter

(TO BE GIVEN ON COMPANY LETTER HEAD)

To,

The Executive Director
National Institute of Electronics & Information Technology, Chandigarh
Permanent Campus, Vill. Bada Phull,
Rupnagar - 140001.

Sub: **Acceptance of Terms & Conditions of Tender for _____ Tender ID _____.**

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' by hand / from the NIELIT Website / through email.
2. I/We hereby certify that I / we have read the entire terms and conditions of Tender document including all documents Annexure's, which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) in its totality / entirety.
4. In case any provisions of this tender are found violated, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit, if any, absolutely and suspension as per terms of Bid Securing Declaration.

Place: _____

Signature: _____

Date: _____

Name: _____

Designation: _____

Authorized Signatories

Seal

ANNEXURE 3 - Self-Declaration – Non Blacklisting

*(Duly attested by the Notary Public)
(To Be Submitted With Technical Bid)*

To

The Executive Director
National Institute of Electronics and Information Technology, Chandigarh
Permanent Campus, Vill. Bada Phull,
Rupnagar - 140001.

Sir,

In response to this tender for _____ (tender title here), tender ID _____, I/ We hereby declare that presently our Company/ firm _____ M/s _____ is having unblemished record and is not declared ineligible for corrupt and /or fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm M/s _____ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission and no Criminal Case is pending against the firm/employees.

If this declaration is found to be incorrect at any stage then without prejudice to any other action that may be taken, my/ our Earnest Money, if any, may be forfeited in full, we may be suspended as per terms of Bid Securing Declaration and the award of Work Order may be cancelled.

Thanking you,

Place: _____

Signature: _____

Date: _____

Name: _____

Designation: _____

Authorized Signatories

Seal

ANNEXURE 4 - Bid Securing Declaration in Lieu Of Earnest Money Deposit

To

The Executive Director
National Institute of Electronics and Information Technology (NIELIT)
Permanent Campus, Vill. BadaPhull, Ropar, Punjab-140001.

Sub : Submission of Bid Securing Declaration in Lieu of Earnest Money Deposit against tender for _____ (title of the work/tender)

Dear Sir,

1. I/We have downloaded / obtained the tender document for the above mentioned "Tender" by hand / from the NIELIT website / through email.
2. I/We understand that according to terms and conditions of this tender, bids must be supported by a bid security which may be in the form of Bid Securing Declaration.
3. I/We hereby undertake that if in case I/We withdraw or modify my/our Bid during the period of validity or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document then I/We will be suspended for the period of 2 years from being eligible to submit Bids for contracts with NIELIT Chandigarh.
4. I/We understand that this Bid Securing Declaration shall cease to be valid under the following circumstances:
 - i. Upon expiration of bid validity period, or any extension thereof pursuant to your request;
 - ii. I am/we are declared ineligible;
 - iii. I am/ We are declared as successful bidder and I/we have furnished the Performance Security and Signed the Contract.

Place: _____

Signature: _____

Date: _____

Name: _____

Designation: _____

Authorized Signatories

Seal