



भारतीय विदेश व्यापार संस्थान
INDIAN INSTITUTE OF FOREIGN TRADE

दिल्ली परिसर
DELHI CAMPUS

EMPANELMENT OF VENDORS FOR THE SUPPLY OF BOOKS AT IIFT, NEW DELHI

निविदा पत्र
TENDER DOCUMENT

अनुबंध की शर्त
CONDITION OF CONTRACT

निविदा संदर्भ संख्या / TENDER REF. NO.:
GA-12023/1/2024-GA-I/1
दिनांक / DATED : 20/09/2024

INDIAN INSTITUTE OF FOREIGN TRADE

(A Deemed to be University under Ministry of Commerce and Industry, Govt. of India)

IIFT , B-21, Qutab Institutional Area, New Delhi – 110 016

Sub.: EMPANELMENT OF VENDORS FOR THE SUPPLY OF BOOKS at IIFT, New Delhi

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Assistant Registrar (Gen. Admin.)
Email ID: aradm@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION – 1

NOTICE INVITING TENDER (NIT)

INDIAN INSTITUTE OF FOREIGN TRADE

(A Deemed to be University under Ministry of Commerce and Industry, Govt. of India)

B-21, Qutab Institutional Area New Delhi – 110016.

निविदा संख्या / Tender No.: GA-12023/1/2024-GA-I/1

दिनांक / Date: 20/09/2024

The Indian Institute of Foreign Trade (IIFT) was established in 1963 as an autonomous body under the Ministry of Commerce & Industry to contribute in the skill building for the external trade sector of India. It has come a long way to successfully develop into a unique institution involved in imparting knowledge through research and training in international business and trade. The Institute was granted “Deemed to be University” status in 2002. The National Assessment and Accreditation Council (NAAC) has recognized IIFT as Grade ‘A’ Institution in 2005 as well as in 2015. The Institute was granted the prestigious AACSB Accreditation on 17th November, 2021.

The Institute invites sealed bids for Empanelment of Vendors for the Supply of Books.

- 1.0** Sealed tenders in Single Stage Two Envelope method (Part-A: Technical bid and Part-B: Financial bid) are invited on behalf of the Vice Chancellor, IIFT for undertaking following works/services:

Sl. No.	Name of the Item / Work	Estimated Cost	Bid Security / Earnest Money
1.	Empanelment of Vendors for the Supply of Books at IIFT, New Delhi	₹ 1,11,05,021/-	₹ 2,22,100/-

The tender document shall be available for downloading from the websites www.iift.ac.in / www.eprocure.gov.in/epublish/app from **20.09.2024 (at 12:30pm) - 10.10.2024 (by 03:00pm)**.

- 2.0 Time for Commissioning Services:** Within 07 days of PO

- 2.1 Time for providing Services:** 12 months.

- 3. Bid Validity:** 90 Days

- 4 Earnest Money Deposit (EMD):**

Earnest Money Deposit (EMD) of ₹ 2, 22,100/- (Rupees Two Lakh Twenty Two Thousand One Hundred Only) in the form of NEFT/RTGS in the name “Indian Institute of Foreign Trade as per details given below.

Details for NEFT/RTGS are as under;

Beneficiary Name: Indian Institute of Foreign Trade

Bank Name & Address: Indian Bank, 7, S.J.S. Marg, Mehrauli Institutional Area, New Delhi 110016

IFSC code – IDIB000M089, MICR code – 110019018

A/c No. – 767635122

5 The NSIC / MSME units shall be exempted from submission of EMD/ Bid Security deposit on production of requisite proof in respect of valid certification from NSIC / MSME for the tendered item / service.

6 **Refund of EMD:** The EMD will be refunded without any interest to the unsuccessful Bidders only after the Tenders are finalized.

7 **Submission of Tender:**

The tender should be submitted as detailed below:-

Envelope-1: Comprising of Bid Security / EMD (as prescribed), duly signed all pages of tender document and requisite documents duly signed. The envelope should be super scribed as **Technical Bid for “Empanelment of Vendors for the Supply of Books at IIFT, New Delhi”**.

Envelope-2: Comprising of Price Bid. The envelope should be super scribed as **Financial Bid for “Empanelment of Vendors for the Supply of Books at IIFT, New Delhi**.

Envelope 1 & Envelope 2 shall be put together in a big envelope super scribed as **“Empanelment of Vendors for the Supply of Books at IIFT, New Delhi”** should be submitted to the Section Officer (Gen. Admin.), Indian Institute of Foreign Trade (IIFT). This big size envelope may be dropped in a box kept with the Security Guard at the main gate of the institute at the above mentioned address.

8 **Date & Time of Submission of Tender:** 20.09.2024 (at 12:30pm) - 10.10.2024 (by 03:00pm).

9 **Date & Time of Opening of Tender**

9.1 Technical Bid: **10/10/2024 at 03:30 pm.**

9.2 Financial Bid: The date & time will be intimated later on to the responsive bidders only.

10 Tender bids received after due date & time will not be accepted.

11 Incomplete, ambiguous, conditional, bids are liable to be rejected.

12 The Institute reserves the right to accept or reject any or all tender bids without assigning any reason. The Institute is not bound to accept the lowest tender.

13 **The bidder shall furnish a declaration in their letter head that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.**

13.1 In case of any correction / addition / alteration / omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

14 Financial Bids will be opened only of those bidders, who will qualify on the basis of technical bids. Institute’s decision, in this regard would be final.

15 IIFT reserves the right to reject any or all bids or cancel/ withdraw the invitation for bid without assigning any reasons whatsoever thereof. IIFT does not bind itself to accept highest discount (%) tender.

16 Minimum Contract Period is one year, which may be extended on mutually agreed terms and conditions. However, if the services are found not to be satisfactory, the contract may be discontinued by giving 30 days’ notice period by IIFT, New Delhi.

Note: If date fixed for opening of bids is subsequently declared as holiday by the IIFT, the revised date will be notified. In the absence of such notification, the date for opening shall be on next working day, time and venue remaining unaltered.

Assistant Registrar (Gen. Admin.)
Email ID: aradm@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION –2

General Conditions

1. SCOPE OF WORK:

- 1.1 To Supply the Books as per requirement and instructions of IIFT New Delhi.

2. ASSISTANCE TO BIDDERS

- 2.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

3. **Selection of successful bidder:** The bidder who is technically qualified as well as quotes the highest discount (%) shall be declared as the successful bidder. In the event of receiving more than one financial bid quoting the same rate, the final selection of successful bidder shall be made in the following manner.

- 3.1 Technical Bid containing commercial details or Revelation of Prices in any form or by any reason before opening the Financial Bid shall not be considered.

- 3.2 The institute reserves the right to seek clarifications or additional information/ documents from any bidder regarding its technical bid. Such clarification(s) or additional information/document(s) shall be provided within the time specified for the purpose. Any request and response thereto shall be in writing. If the bidder does not furnish the clarification(s) or additional information/document(s) within the prescribed date and time, the proposal shall be liable to be rejected.

- 3.3 The bidders may depute their authorized representatives to remain present during the bid opening process subject to submission of valid authorization letter (As per Section 6B) in the name of the representative to attend the bid opening process.

- 3.4 In case the day of opening of tender is declared as a Public Holiday or there is non-functioning of the Institute due to any unavoidable reason, the next working day will be treated as a day for the purpose. No separate intimation will be given.

- 3.5 IIFT New Delhi reserves the right to negotiate the quoted discount (%) with the successful bidder.

4. AWARD OF CONTRACT

- 4.1 The IIFT New Delhi is not bound to award contract at the highest discount (%) received in the Tender and reserves the right to decide on fair and reasonable discount offer of the services/ goods tendered for any counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidders

- 4.2 One or more agencies will be empanelled for Supply of Books. Those agencies who accept the offer will be empanelled for supply of books from time to time to IIFT New Delhi.

- 4.3 IIFT New Delhi reserves the right to engage one or more agencies at a time or during Contract period and to cancel the Contract at any time during Contract period without assigning any reason.

- 4.4 The Successful Bidder should accept the offer within 07 days from the date of receipt of "Letter of Offer", failing which the offer will be cancelled.

- 4.5 In case the successful bidder backing out before actual award or execution of agreement or declines the offer of contract, for whatsoever reason(s), IIFT New Delhi will have right to forfeit the EMD.
- 4.6 It is clearly understood by the parties that no financial liability of any type is created by issuance of the letter of empanelment.
- 4.7 The Institute does not guarantee any minimum business or assignment which will depend on the requirements, financial resources available and your performance.
- 4.8 IIFT New Delhi reserves the right to modify/change/delete/add any further terms and conditions prior to the issue of work order

SECTION-3

5. TERMS OF CONTRACT

- 5.1 **Period of Contract:** Contract period will be initially for one year. This period may be extended by two years on one-year extension + one-year extension basis i.e. (1 yr. + 1 yr ext.+1 yr ext) on same Discount (%) and terms & conditions subject to the satisfactory performance.
- 5.2 The discount percentage shall remain unchanged during the entire period of empanelment.
- 5.3 **Exit Clause:** The contract can be terminated by giving one-month notice period by the Institute and three-month notice by the Vendor. However, in any instant contract will be terminated if service of the vendor will not found satisfactory.
- 5.4 **Contract Agreement:** The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of ₹ 100/- (One hundred only). IIFT NEW DELHI reserves the right to amend the terms & conditions of contract by mutual discussions and shall be in writing. The amended terms and condition will form part of the agreement. (As per Section 7)
- 5.5 **Sub-Contracting:** The contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of an unavoidable circumstance, the contractor shall be able to do it with the approval of the Institute. However, the job shall be sublet only to the party approved by the Institute.
- 5.6 IIFT New Delhi shall have discretion to give any order to any empanelled agency selected through tendering process and the other agency will not have to claim for the order.
- 5.7 The Institute will have the right to drop any Agency from the empanelled list without assigning any reason whatsoever. Institute also reserves the right to modify the Terms and Conditions for empanelled Agencies.
- 5.8 The supplier shall have to furnish the proof of the book prices along with the latest GOC copy. In case price manipulations are detected at any stage, the supplier shall be responsible for the same and the excess amount incurred shall be refunded by the supplier to the Institute in one instalment.
- 5.9 The supplier should be able to display the latest books from all leading National/ International Publishers/Government/World Bank/IMF/ILO/UNO/Other Agencies/Public agencies along with their latest catalogs, as per the need of institute. If the supplier is not able to display the latest books as mentioned in the Para, the contract will be terminated.
- 5.10 All books supplied should be as per bibliographic specifications supplied, and if the

books are not found satisfactory, the same will be sent back, and the expenditure will be borne by the supplier.

- 5.11** The institute has the right to accept or refuse the supply in parts or full or cancel the order without assigning any reason.
- 5.12** In case vendors are unable to meet 70% supply of the ordered items, you cease to have a preference for future orders.
- 5.13** Transit Insurance will be borne by the supplier until the supply reaches the destinations.
- 5.14** Any legal disputes that may arise out of the contract shall be subject to the jurisdiction of courts in New Delhi, India.
- 5.15** Vendor Should Acknowledge the receipt the purchase order/ supply order preferably by email, which is taken as an acceptance of the purchase order/ supply order.
- 5.16 Delivery:** The supplier has to execute all the supplies within the stipulated time frame (45 days in case of foreign books and 30 days in case of Indian Books) from the issue of the order. However, it may please be noted that at times, the supplier will be required to deliver the books against instant orders.
- 5.17** If more time is required for the supply of ordered title(s), the vendor has to inform the undersigned office immediately. If no communication is received from the vendor, then the supply order will automatically stand cancelled after the stipulated time.
- 5.18** Transportation costs, postal charges, and applicable charges, if any, will be borne by the supplier. The supplier should preferably make the delivery through registered post/courier service or messenger.
- 5.19** Damaged books or books with missing pages shall under no circumstances be accepted by IIFT New Delhi and should be taken back by the supplier even after they have been stamped for accessioning.
- 5.20** In case of delay in delivery, the IIFT New Delhi may, at its option, cancel the order and/or forfeit the Security Deposit.
- 5.21 Packing:** Books must be packed by using proper packing materials to ensure that it can withstand the road hazards, natural calamities and not damaged or folded during transit. The packing list giving full particulars of the items must be kept in the packing. The particulars of the order number and date should also be there.
- 5.22 Penalties:** In the event of the supplier failing, declining, neglecting or delaying the supply or in the event of any damage occurring or being caused by supplier, the Institute shall act without prejudice to any other party remedy available to it under the law for the time being in force in the New Delhi.
- a) Recover the amount of loss caused by the damage, failure or default (including the consequential damage).
 - b) Impose a penalty up to 10% of the total value of the order and confiscate Security Deposit.
 - c) The delay in the supply and imposition of penalty shall be subject to "Force Majeure" and "Arbitration" clauses of the contract.
- 5.23 Penalty Clause:** Supply forms the crucial part of the order and therefore, If a vendor fails to supply the ordered titles/books or delays the supply of the ordered titles within the stipulated date of delivery, a penalty of 2% per week of the value of order delayed will be levied on which will keep on increasing at a rate of 2% per week for the upcoming weeks of delay (if any). If the delay is more than three weeks, the order will deemed to be cancelled and a penalty of 10% of the cumulative order value will be

levied on the vendor.

6. SECURITY DEPOSIT

- 6.1** The successful bidder is required to furnish 5% of estimated value as security deposit, in form of security deposit in form of DD/Cheque in the name of "Indian Institute of Foreign Trade" payable at "New Delhi" or in the form of NEFT/RTGS in the name "Indian Institute of Foreign Trade" as per bank details mentioned under **EMD** clause 4 of **Section 1** within 07 days from the date of award of contract which would be returned on successful completion of the contract.
- 6.2** The Security Deposit shall be returned to the empanelled bidders without any interest within 60 days from the date of complete execution of the Purchase Order in all respects.
- 6.3** Earnest Money Deposit shall be forfeited, if bidder fails to furnish security deposit in accordance with the terms and conditions of the tender.
- 6.4** In case of breach of contract, security deposit shall be forfeited and the agency shall be blacklisted for such period as decided by the competent authority in addition to termination of the contract.

7. BILLING AND PAYMENTS:

- 7.1** The payment shall be made within a reasonable time frame, i.e., 30 days from the receipt of the consignment by the Purchaser against delivery, inspection, and acceptance of the Goods at IIFT New Delhi in good condition and to the entire satisfaction of the Purchaser. The final payment shall, however, be made only after adjusting all the dues / claims of the IIFT New Delhi, If any.
- 7.2** The payment under this agreement shall be made through NEFT/RTGS/IMPS (online transfer). Bank account details of Agency / Firm should be clearly mentioned on the Bill.
- 7.3** The Bill should be in Triplicate and to be made in the name of Indian Institute of Foreign Trade New Delhi. GST No. of IIFT New Delhi should be mentioned on the bill. Bill should contain the order No and Date along with the publisher's invoice /copy of publishers' catalogue in case of foreign books and those Indian books where price is not printed and GOC conversion rate applicable for the month.
- 7.4** GOC currency conversion rates applicable on date of invoice should only be followed and conversion rate must mention in the bill. Vendor/ Supplier must submit supporting document for conversion rate.
- 7.5** The Contents of the Bill should include the following certificates:
- a) The books supplied is the latest edition and not remainder titles.
 - b) Correct prices as per Publisher Catalogue has been charged.
 - c) Conversion rates have been charged as per GOC rates.
 - d) The bill must contain the item number of the order against the title supplied.

SECTION-4

8. OTHER GENERAL TERMS & CONDITIONS

- 8.1 Governing Language:** The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence

and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

- 8.2 Notices:** Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address.
- 8.3 Risk Purchase Clause:** In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment/goods from the other source on the total risk of the supplier under risk purchase clause.
- 8.4 Work at Risk and Cost:** The institute reserves the right to get the whole or part of the work executed by some other Agency / Firm at the risk and cost of the Vendor if it is found that the quality and/or the progress in respect of whole or part of the work is not satisfactory.
- 8.5 Non-disclosure of Contract documents:** Except with the written consent of the Buyer, the Seller/Service provider/other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 8.6 FORCE MAJURE:** If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by Force Majeure situation. The Agency/ Firm shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- (i) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Agency/ Firm and not involving the Agency/ Firm's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Institute either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - (ii) If a Force Majeure situation arises, the Agency/ Firm shall promptly notify the Institute in writing of such conditions and the cause within 7 days from the date of occurrence thereof. Unless otherwise directed by the Institute in writing, the Agency/ Firm shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
 - (iii) Neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non- performance or delay in performance.
 - (iv) The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the IIFT New Delhi as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.
- 8.7 Arbitration:** If at any time, any question of difference or dispute whatsoever arises between two parties hereto or in relation to a part thereof, either of the party may give

to other notice in writing of the existence of such a question or dispute or difference and same shall be referred for award to two arbitrators, one to be nominated by the Institute and the other by the supplier, or in case of such arbitration, not agreeing then the award or an 'umpire' appointed by the arbitrator in writing before proceeding with the case. The decision of the Arbitrators/Umpires shall be final and binding on the parties.

The provision of relevant Act and the rules thereunder and any statutory modification thereof shall be deemed to apply to the arbitration. Either party shall serve such notice of the existence of any question, dispute or differences in connection with the contract within 30 days of the beginning of such disputes, failing which all rights or claim under this contract shall be deemed or have been forfeited and barred.

Upon every of any such reference, the cost and incidentals to the reference and award respectively shall be at the discretion of the Arbitrators/Umpires appointed by them who may determine any client or as between parties and shall direct by whom and in what manner the same be borne and paid. The supply to be executed under the contract shall if reasonably possible, continue during arbitration proceeding and no payment due from or payable by the Institute shall be withheld because of such proceedings except to the extent which may be in dispute. Jurisdiction for all arbitration cases or legal cases shall be Jammu courts only.

- 8.8 Canvassing/marketing /offering promotional services etc. in any form whether directly or indirectly in connection with the tender is strictly prohibited and the tenders submitted by the vendor who resort to canvassing will be liable for rejection without any further reference.
- 8.9 IIFT New Delhi reserves the right to modify, expand, change, alter, restrict, scrap, refloat or cancel the Tender at any stage without assigning any reason whatsoever.
- 8.10 Any act or the part of the Bidder to influence anybody in IIFT New Delhi at any stage is liable to rejection of the Bid or termination of contract.
- 8.11 IIFT New Delhi reserves the right to relax/amend/add/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any enquiry after submission of the bids will not be entertained.
- 8.12 The decision of Competent Authority, IIFT New Delhi will be final in all matters relating. IIFT New Delhi reserves the right to reject any application without assigning any reason.
- 8.13 In case of any dispute arising out of the terms and conditions of contract or assignment, the matter shall be referred to the Sole Arbitrator to be appointed by the Director, IIFT New Delhi and the award of the Sole Arbitrator will be binding on both the parties. Further, any legal dispute arising out of any breach of contract shall be settled in the court of competent jurisdiction located within the local limits of New Delhi.

9. LIQUIDATED DAMAGES:

- 9.1 The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the work order, such starting of services will not deprive IIFT of its right to recover liquidated damages as per **Clause 10** below.

10. Should the vendor fail to start services on specified date, IIFT shall be entitled to recover liquidated damages of **5%** per month (maximum upto 10%) of the contract value (to be computed on per day basis) for the delayed period.

11. NEAR-RELATIONSHIP CERTIFICATE:

11.1 The bidder should give a declaration that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and IIFT will not pay any damage to the company or firm or the concerned person.

11.2 The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.

11.3 The near relatives for this purpose are defined as:-

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

11.4 The format of the certificate is given in Section 5(B).

12. COURT JURISDICTION:

Any dispute arising out of the tender / bid document / evaluation of bids / issue of PO shall be subject to the jurisdiction of the competent court at New Delhi only.

**Assistant Registrar (Gen. Admin.)
Email ID : aradm@iift.ac.in
Indian Institute of Foreign Trade
New Delhi**

SECTION – 5

UNDERTAKING & DECLARATION

5(A) FOR UNDERSTANDING THE TERMS & CONDITION OF TENDER & SPEC. OF WORK

12.1 Certified that:

1. I / We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.

2. If I / We fail to enter into the agreement & commence the work in time, the Bid security (EMD) / Security Deposit deposited by us will stand forfeited to the IIFT.

3. I / We are not blacklisted by Ministries/Departments.

12.2 The bidder hereby covenants and declares that:

1. All the information, Documents, Photocopies of the Documents / Certificates enclosed along with the Tender offer are correct.

2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, IIFT reserves the right to reject our tender offer / cancel the LOA / Purchase / work order if issued and forfeit the Bid security (EMD) / Security Deposit / Bill amount pending with IIFT. In addition, IIFT may debar the vendor from participation in its future tender.

Date:

Place:

**Signature of bidder
Name of bidder**

.....

Along with date & Seal

5(B) NEAR RELATIONSHIP CERTIFICATE

(Format of the Certificate)

"Whereas, I/we(name of agency) has submitted bid for I/we hereby submit following declaration that none of my relative(s) as defined in the tender document is / are employed in IIFT unit as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, IIFT shall have the absolute right to take any action as deemed fit / without any prior intimation to me."

Date:

Signature of bidder

Place:

Name of bidder
Along with date & Seal

5 (C) Declaration in respect of no addition / deletion / corrections in downloaded tender (To be submitted in Original on Letter Head of the Applicant/ Bidder)

Whereas, I/we (name of the agency) has submitted bid for
..... I/we hereby submit following declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

5 (D) Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India

Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to vendors/contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a vendor/contractor from such countries unless such vendor/contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

6. For Letter of Authorization for Attending Bid Opening
(To be typed preferably on letter head of the company)

Subject. : AUTHORIZATION FOR ATTENDING BID OPENING

I / We Mr. / Ms. have submitted our bid for the tender ref. no. GA-12023/1/2024-GA-I/1, dated: 20/09/2024 in respect of **Empanelment of Vendors for the Supply of Books at IIFT, New Delhi** which is due to open on **10/10/2024**, at Indian Institute of Foreign Trade (IIFT), B-21, IIFT, Qutub Institutional Area New Delhi – 110016.

We hereby authorize Mr. / Ms. & Mr./Ms..... (Alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....
Signature of the Representative

.....
Name of the Representative

Signature of Bidder/Officer
authorized to sign
on behalf of the Bidder

.....
Signature of the alternative Representative

.....
Name of the alternative Representative

Above Signatures Attested

Note 1: Maximum of two representatives will be permitted to attend the Bid opening.

Note 2: Permission to attend the bid opening may be refused in case authorization as prescribed above is not received.

SECTION- 7

DRAFT – AGREEMENT

(To be typed on non-judicial stamp paper of ₹ 100/-)

Articles of agreement made and entered in to this day between the **INDIAN INSTITUTE OF FOREIGN TRADE** and **M/s** hereinafter referred to as the vendor/contractor.

Whereas the vendor/contractor have contracted with the **INDIAN INSTITUTE OF FOREIGN TRADE** in respect of “**EMPANELMENT OF VENDORS FOR THE SUPPLY OF BOOKS at IIFT, New Delhi**” vide no. dated for a period of **12 months w.e.f.** to

And whereas the said vendor/contractor have prior to the execution of these presents offered a **Security Deposit** as Guarantee to undertaken to pay the **INDIAN INSTITUTE OF FOREIGN TRADE** an amount not exceeding ₹/- (**Rupees** **only**) against any loss or damage caused to or suffered by the **INDIAN INSTITUTE OF FOREIGN TRADE** by reason of any breach of contract by the said vendor/contractor of any terms and conditions contained in this agreement.

Now these presents witness that in pursuance of the said contract it is hereby agreed and declared by and between the said parties to these presents in the manner following.

That if the said vendor/contractor shall execute / perform the works contracted to be performed by them and observe, perform and fulfill the contract entered in, to the satisfaction of the said **INDIAN INSTITUTE OF FOREIGN TRADE** and also if the said vendor/contractor or their representative shall pay or cause to be paid to the said **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being all losses, damages, costs and expenses which he or they have sustained / incurred or be put in consequence of the default or failure by the said vendor/contractor for the due performance of the contract or in the execution and completion of the said work or any part thereof, then the above mentioned security deposit shall be returned to the said vendor/contractor.

Provided that, it is hereby further declared with true intent and meaning of the parties hereto that if default shall be made by the said vendor/contractor in the performance of the said contract to the satisfaction of the **INDIAN INSTITUTE OF FOREIGN TRADE** or in making good any losses damages or expenses hereinbefore mentioned or any part thereof, then it shall be lawful for the **INDIAN INSTITUTE OF**

FOREIGN TRADE to claim ₹...../-
(Rupees.....only)

towards the liquidation of the liability of the said vendor/contractor in respect of such default as aforesaid.

And it is hereby declared and agreed that the retention of the cash deposit shall be as and by way to liquidate damages without reference to the relative importance of the particular breach which shall have given occasion for such retention or whether the said **INDIAN INSTITUTE OF FOREIGN TRADE** may have sustained any ascertainable pecuniary damage thereby or not.

And it is further declared and agreed to between the said parties to these presents that until the completion of the said scheduled works contracted to be executed and performed by the said vendor/contractor to the satisfaction (to be certified as aforesaid) of the **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being & until the final adjustment of the accounts between the said vendor/contractor & the **INDIAN INSTITUTE OF FOREIGN TRADE** and payment of the final balance (if any) in connection with said contract, the security deposit shall remain in the hands and custody of the **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being or in any **Treasury** in which they may be lodged by the **INDIAN INSTITUTE OF FOREIGN TRADE**. In witness where of the said vendor/contractor and the said **INDIAN INSTITUTE OF FOREIGN TRADE** acting in the premises as aforesaid have set their respective hands and seals the day and year first above written. The terms & condition of **NIT No. GA-12023/1/2024-GA-I/1** दिनांक / dated: **00/00/2024** forms the integral part of this agreement.

SECTION – 8 (PART – A)

TECHNICAL BID LETTER

To,

**Assistant Registrar (Gen. Admin.)
General Administration
Indian Institute of Foreign Trade (IIFT)
IIFT
B-21, Qutab Institutional Area
New Delhi 110016**

Sub.: Empanelment of Vendors for the Supply of Books at IIFT, New Delhi

Ref. : Tender No.: GA-12023/1/2024-GA-I/1, Dated: - 20/09/2024

With reference to the above mentioned Tender, we have read the terms and conditions in the Tender Document and accept the same and furnish the following document:

1. Name of the Vendor/Firm:
2. Complete Postal Address:
Tele No. :
E-Mail. :
3. Kind of Proprietorship (i.e. Single Joint):

If partnership, name and address of partners:
4. Certificate of Membership of the Goods Office Committee (G.O.C):
5. Certificate of member of the Federation of Publishers and Booksellers Association of India (FPBAI):
6. Incorporation/Registration certificate of the company. (At least 10 Years Existence):
7. Experience Certificate of Supply of Books FY 21-22, FY 22-23, FY 23-24:
 - a) Experience of supply of books in Universities/National Academic Institutions of higher learning in management and allied disciplines (in the past 3 years):
 - b) Experience of providing Supply of books in IIMs /IITs Top 25 B-school as **per latest NIRF Ranking in Management** (in the past 3 years):
8. Turnover Certificate for FY 21-22, FY 22-23, FY 23-24.:
9. Copy of PAN:
10. GSTN Certificate:
11. Proof of payment of Bid Security / EMD through NEFT/RTGS:

- a) Bid Security / EMD through NEFT/RTGS/DD in favour of “Indian Institute of Foreign Trade, New Delhi.
 - b) Valid NSIC / MSME certificate for EMD Exemption, if any:
12. Performance Report from the Universities/National Academic Institutions they are currently providing services (at least 03):
 13. Undertaking & declaration duly filled & signed. (Section - 5A):
 14. Near-Relation declaration duly filled & signed. (Section - 5B):
 15. Declaration in respect of no addition / deletion / corrections in downloaded tender (Section 5C):
 16. Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Section – 5D):
 17. Technical and Financial Bids in the format prescribed, sealed separately:
 18. Details of Bidder’s Bank for effecting e-Payments:
 - a) Beneficiary Bank Name:
 - b) Beneficiary Branch Name:
 - c) IFSC code of Beneficiary Branch:
 - d) Beneficiary Account No.:
 - e) Branch Serial No. (MICR No.):
 19. Duly signed all pages of tender document.

Yours truthfully,

Signature_____

Date:

Name_____

Address_____

Telephone_____

Seal of the firm_____

SECTION – 8 (PART – B)

FINANCIAL BID LETTER

From,

.....
.....

Bidder's Ref: No:, Dated

To,

**Assistant Registrar (Gen. Admin.)
General Administration
Indian Institute of Foreign Trade (IIFT)
B-21, Qutab Institutional Area
New Delhi 110016**

Ref.: Your Tender Enquiry No. GA-12023/1/2024-GA-I/1, Dated: 20/09/2024

1. Having examined the above mentioned tender enquiry document including amendment / clarification / addenda Nos. Dated the receipt of which is hereby duly acknowledged, I/we, the undersigned have submitted Bids and offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by me/us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. I/We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by me/us. This bid shall remain binding upon me/us up to the aforesaid period.
4. I/We have read the [Order (Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/ 18/2019-PPD, dt. 23.7.2020] and amendments/ clarifications issued subsequently by DOE regarding restrictions on procurement from a bidder of a country which shares a land border with India.

I/We understand that the submission of incorrect data and / or if certificate / declaration given by M/s. _____ (name of bidder entity) are found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
5. I/We understand that *False declarations will be in breach of the Code of Integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.*
6. I/We understand that IIFT is not bound to accept the lowest or any bid that IIFT may receive.
7. If my/our Bid is accepted, I/we will provide you with a security deposit from a Scheduled Commercial Bank for a sum @ 5% of the contract value for the due performance of the contract.

8. If my/our Bid is accepted, I/we undertake to complete delivery of all the items and perform all the services specified in the contract.
9. If my/our bid is accepted, I/We indemnify against loss of input tax credit to IIFT on account of Blacklisting during tenure of contract.
10. If my/our bid is accepted, IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration on invoice by me/us.
11. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Yours truthfully,

Signature _____

Date:

Name _____

Address _____

Telephone _____

Seal of the firm _____

Financial Bid

Ref.: Tender No. GA-12023/1/2024-GA-I/1, Dated: 20/09/2024

Empanelment of Vendors for the Supply of Books

S. No.	Description of Books	Publication Type & Discount Offered (%)			
		Indian Publications/ Indian Reprints of Foreign Publications		Foreign Book Publication having price in Foreign Currencies	
		1-10 Copies	11 above	1-10 Copies	11 above
1.	All books related to Management				
2.	All books related to Economics				
3.	All books related to Research				

I/We hereby declare that I/We shall abide by the terms and conditions and rules & regulations of IIFT New Delhi as laid down in the said tender document and quote discount (%) accordingly.

Signature_____

Date:

Name_____

Address_____

Telephone_____

Seal of the firm_____