

GHATSILA COLLEGE, GHATSILA
(A COSTITUENT UNIT OF KOLHAN UNIVERSITY, CHAIBASA)
P.O-GHATSILA,EAST SINGHBHUM, JHARKHAND, PIN-832303

GENERAL CONDITIONS

Ghatsila College is a constituent unit of Kolhan University, Chaibasa, Jharkhand. Institute will impart under Graduate Programmes in Arts, Commerce and Science.

1. Scope of Work: A state of the arts and well stocked library is being set up to meet the academic needs of the students and faculty in respect of all branches of Arts, Science and Commerce. Library will also need books of general/topical interest relating to various subjects and books of eminent authors.
The College proposes to procure the books and journals from interested Publishers/ Distributors /Agencies / Firms etc., for supplying the latest Editions of books & Journals as per the needs.
Accordingly Bids are invited from interested Firms/Agencies fulfilling the eligibility criteria and other terms and conditions given below:
2. Eligibility Criteria: Eligibility Criteria for Bidders is as under:
 - a) Should be registered with State/Central Government
 - b) Should be registered with VAT/Service Tax Authority
 - c) Preferably empanelled with various Govt. establishment/ Institutes/ Libraries.
 - d) Should have valid PAN Number.
 - e) Should be a supplier of Books and periodicals/ Published Material to various institutes at least for the past five years.
 - f) Should have an average annual turnover of Rs. 100 Lakh for the last three years.
 - g) Should have a sound financial standing to successfully fulfill the supply order placed with them.
 - h) The Bidders should not have been blacklisted / banned by any Government organization or Institute.
3. Documents to submitted: The bidder shall submit following documents with Technical Bid:
 - a) Copy of Pan Card in the name of Agency/ Publisher/ Firm.
 - b) VAT Registration Certificate.
 - c) Latest and valid income tax clearance certificate (ITCC) / ITR (not older than one year as on tender opening date)
 - d) Latest and valid Sales Tax Clearance / Vat Certificate / Sales Tax Return (not older than one year as on tender opening date.

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- e) Name and Address of bankers with satisfactory bankers report regarding tenders financial capability for doing business worth Rs. 2500000/- (Rupees Twenty five Lakh only) at a time.
 - f) Copy of audited balance sheet along with audit report for the last three years i.e. 2012-2013, 2013-14 & 2014-15.
 - g) Documents in support of at least three years experience in supply of books journals and periodicals (Indian and foreign) to large libraries, Government of India / State Government libraries. (Attach Certificate from two libraries served).
 - h) Tender Fees of Rs. 2500/- in the form of Bank Draft / Pay Order drawn in favor of "Principal, Ghatsila College"
 - i) Earnest Money Deposit (EMD) of 25,000.00 (Rupees twenty-five thousand only) in the form of Bank Draft / Pay order drawn in favour of "Principale, Ghatsila College, Ghatsila , payable at Ghatsila.
 - j) Copy of the tender document with each page signed by the bidder as token of acceptance of the terms and conditions laid down by the institute.
 - k) Name and Address of clients to whom the Books/Journals have been supplied by the Tender during the last three years along with copy of their supply orders. Documents in support of successful completion /Fulfilment of supply orders.
 - l) The bidders should not have been blacklisted by any Government authority/Institute/College/University and should provide an under taking on non-judicial stamp paper attested by a Notary in this regard.
 - m) Character Certificate from Gazetted Officer from State Government/Central Government/Members of Legislative Assembly/Member of Parliament.
4. Tenders are invited under Two Bid system as detailed below.
- (a) Envelope (A) should contain DD/pay Order of 2500/- (Rupees two thousand five hundred only) payable to "Principle, Ghatsila College, Ghatsila" towards cost of tender documents. This sealed envelope is to be super scribed as "Envelope A" Tender fee.
 - (b) Envelope (B) should contain Technical Bid as per Annexure ii along with Earnest Money deposit of 25,000/- (Rupees twenty-five thousand only) in the form of DD (demand draft) drawn in favour "Principle, Ghatsila College. Annexure ii regarding terms and conditions duly signed should be attached with Technical Bid. The envelope should be sealed and super scribed Envelope B "Technical Bid".

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- (c) Envelope (C) duly sealed should contain Financial Bid as per Annexure III. The envelope should be sealed and super scribed as "Envelope C- Financial Bid" the entire main sealed envelope super scribed as "TENDER FOR SUPPLY OF BOOKS FOR LIBRARY-DUE on 5th December 2016.
8. The Tender should be accompanied by a Tender Fee of Rs. 2500/- (Rupees two Thousand Five hundred only) and Earnest Money Deposit of Rs.25000 (Rupees twenty- five thousand only) in form of bank draft in favors of "Principal Ghatsila Collage Ghatsila payable at Ghatsila. The tenders received without. Tender fee or EMD will be rejected summarily.
9. Conditional offers will not be accepted.
10. All entries in the Technical bid in the preformed at Annexure II should be legible there should be no overwriting. However, cutting if any in the technical bid must be initialed by the person authorized to sigh the technical bids.
11. There should be no over writing or cutting in the price bid. All figures should be written in both words and figures.
12. All columns in annexure should be filled up and no column left blank. Tenders found incomplete in any respect will be rejected out-rightly.
13. The EMD is returnable to the unsuccessful bidder, the EMD would be no interest is payable on the EMD. In case of successful bidder, the EMD would be refunded only after the performance security is furnished by the successful bidders.
14. The successful tender will have to submit performance security deposit equivalent to 5% of the annual contract value. The amount will be payable through Bank Draft/Bank Guarantee/Fixed Deposit receipt drawn in favour of " principal ghatsila college ghatsila" The validity of the DD/Fixed /Deposit/Bank Guarantee shall be up to 30 days after the period of contract.
15. Successful bidder will be required to enter into an agreement/ contract within 15 days of offer made to them by the institute. Failure to do so will result in for feature of EMD and Cancellation of Tender.

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Annexure-1

Terms & Conditions

Tender details for purchase of Books in the Ghatsila College Ghatsila, P.O- Ghatsila East Singhbhum (Jharkhand)

1. Price per tender set Rs. 2500/- (Rupees two thousand five hundred) only
2. Schedule to tender no. GTS/TENDER/LIBRARY/LABORATORY/256/16
3. Last time & Date of Receipt of Tender : 4.00 PM & 29th November 2016
4. Date of tender opening 1st December 2016.
5. Tender Validity
Tender shall remain open for acceptance for a period of 180 days from the date of tender opening/ extended date of opening (if any). Tenders offering shorter validity will be rejected.
6. Rate Contract Period:
Two years from the date of issue of rate contract. The contract may be further Ghatsila College, Ghatsila and with the consent of successful bidders.
7. Purchaser:
The principal Ghatsila College, Ghatsila East Singhbhum, Jharkhand
8. Tenders eligibility and Qualifications:
The tender shall furnish the documents indicated in para-3 of the "general condition" establishing their eligibility to tender and qualification to perform the contract it its tender is accepted.
9. Earn Money Deposit:
 - a) Tender shall furnish along with their tender earnest money for Rs. 25000/- (Rupess twenty five thousand only) in the form of crossed demand draft in favour of principal, ghastila college ghastila. failure of any tender to furnish required earnest money deposit along with his tender will result into the rejection of his tender.
 - b) Successful bidder will be required to deposit tender security amount in the form of DD/TDR/Bank guarantee in the name of principal , ghatsila college ghatsila with validity up to 30 days after expire of contract period.

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The tender security is required to protect the purchaser against risk of tender 'S conduct which would warrant the security' forfeiture.

- c) EMD of the successful bidder will be forfeited in case the tender withdraw his tender or impairs or derogates from the tender in any respect during the period of tender validity as specified by the purchaser and/ or in the case a

Successful tender fails to sign the contract or fails to furnish performance security.

10. EMD in respect of unsuccessful tender's will be discharged / returned as promptly as possible after the expire of the period of tender validity prescribed by the purchaser but not later than 30 days of the award of contract. No interest is payable on the tender security amount.

11. Details of Requirements:

Supply of books reports periodicals journal and similar monographic publication published/ issue by the publisher (as per list given in the financial Bid) on order or on approval basis.

12. Price Scheduled and payment Terms

- a) Tender should quote of discount (in percentage) offered on publisher's price in annexure-III. Principal Ghatsila College Ghastila does not bind himself to accept any bid (in term of % discount) if it is unreasonable and also reserves the right of rejecting all or any of the tender without assigning any reason.
- b) The current bank exchange rate (TT selling rate) on the date of ordering shall be used for conversion of foreign currencies supported by a certificate issued by a scheduled bank and countersigned by the supplier. All payments will be made in Indian rupees only through account payable Cheque /Demand draft.
- c) Net payable price will be the publisher's price minus discount offered and accepted taxes if any payable should be clearly specified.
- d) Bill/Invoice in triplicate in the name of principal Ghatsila College Ghatsila along with a pre-receipt with revenue stamp and signature of authorized signatory should be released only after the entire supply has been received in good condition to the entire satisfaction of purchaser.
- e) Tax deducted on income Tax/Sales Tax/ other tax and levy will be deducted as per Government of India/Government of Jharkhand order.

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- f) Bill/Invoice should bear the certificate from the supplier to the effect that the books supplied are the latest edition (S) and that the prices have been charged correctly in accordance with the latest publisher's catalogue/price lists or improper/distributors invoice. copy of such Price list/invoices/catalogues should be submitted along with the bills.

13. Terms of Delivery:

Free delivery at Ghatsila College, Ghatsila, Po-Ghatsila, Dist-East Singhbhum, Jharkhand.

14. Delivery Period:

- a) Journals and periodicals will be procured on standing order basis and therefore should be supplied as soon as published or made available in the market but not later than 10 days after their availability in the market.
- b) Books received on approval basis will be finalized within 30 day of the receipt in Ghatsila College Ghatsila.
- c) Books against all supply orders (except standing orders) placed by Ghatsila Collge Ghatsila will be supplied within 30 day of placement of supply order. In respect of books to be imported from foreign publishers the supply should be completed within 60 day of placement of supply order by Ghatsila College Ghatsila.

15. Performance security (Security Deposit):-

Within 15 day of placement of the supply order against the rate contract supplier shall furnish performance security for an amount in rupees equivalent of 5% (five percent) of the value of the supply order in the form of Bank Guarantee (Performa enclosed) or fixed deposit valid up to 60 day after the delivery period of the supply order. The performance security will be discharged/ returned within 15 day of satisfactory completion of the supply order. No interest is payable on the security deposit.

16. Penalty Clause:

- a) For delay:- if the supplier failed to supply- books reports serial etc as ordered to them within the time period specified in the contract the purchaser shall deduct from contract price a sum equivalent to 0.5 percent of the price; up to a maximum of 10% (ten percent). In case the delay is more than 24 weeks, the purchaser may consider termination of the contract.

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b) Termination for default:

The purchases may without prejudice to any other remedy or breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part, if the supplier fails to deliver any or all publications ordered to him within the time period specified in the contract or if the supplier fails to perform other obligation(s) under the contract. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and similar publication etc and the supplier shall be liable to pay for any excess costs incurred for such publication. However, the supplier shall continue performance of the contract to the extent no terminated.

c) Force majeure:-

The supplier shall not be liable for (A) and (B) above if its delay in performance or other failure to perform its obligation under the contract is the result of an event of force majeure (meaning an unforeseen event beyond the control of the supplier and not involving the supplier's fault or negligence). Such event may include but are not restricted to acts of the purchaser either in its sovereign or contractual restriction and fright embargoes. There supplier shall promptly notify the purchaser in writing of such condition and the causes thereof.

17. Authority placing the supply orders:

On award of rate contract on the basis of this tender the supply orders as and when required during the currency of the rate contract period shall be placed by the principal Ghatsila College Ghatsila on the supplier. Principal/bidders by splitting the requirement to obtain maximum discount and in the interest of institute.

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18. Inspection:

Books, report, serials and other publications will be accepted only after the inspection at Ghatsila College: Ghatsila by the committee authorized by:
The Principal, Ghatsila College, Ghatsila

19. Tenders are required to comply with the above requirements and submit their Technical and Financial Bids complete in all respects along with documents mentioned at Para-3 of the "General Conditions" by the due date and time in sealed cover super scribing "TENDER FOR SUPPLY OF BOOKS FOR LIBRARY" _DUE 27th June 2016.

20. Rejection of Tenders:

The Principle, Ghatsila College, Ghatsila reserves the right to accept or reject any/ all tenders without assigning any reasons, thereof;

The Technical Bids without Tender fee and Earnest Money Deposit (EMD will be rejected.)

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

21. Late Tenders:

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

22. Modification and Withdrawal of Tenders:

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

- 1) The tenders should submit modification or withdrawal notice in a sealed cover, duly marked, in accordance with the provisions of tender notice. A confirmation copy by post/ by hand so as to reach the Principal, Ghatsila College, Ghatsila not later than the deadline for submission or tenders.

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- 2) No modification or withdrawal will be allowed after the deadline set for submission of tenders.
- 3) No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the period of tender validity. withdrawal of a tender during the interval may result in the tender's forfeiture of its EMD or Performance Security deposited by the tender.
23. Tenders not meeting any/all of the aforesaid requirements(s) shall be rejected.
24. Principal, Ghatsila College, Ghatsila reserves the right to reject any or all tenders at any time prior to award of contract without assigning any reason.
25. Principal, Ghatsila College, Ghatsila reserves the right to cancel the entire tendering process at any stage, before awarding the contract. Institute will not incur any liability to the effected renders or any obligations on this account on any ground or/ and purchaser's action.
Principal, Ghatsila College, Ghatsila is not bound to inform the reasons for his action to the affected tenderer.
26. Evaluation of Tenders:
- I. Technical Bid: The Technical Bids will be assessed as per the following criteria:

Sl.No	Item	Marks
1	Document furnished along with Technical Bid(documents indicated in Para 3 under "General Condition"	20
2	Previous experience in similar supplier to Government /Semi Government Agencies, Marks to be given as under: I) 0-3 years – 10; II) 3-5 years-15; III) 5-10 years-25 and IV) 10years and above-40	40
3	Financial status,average turnover per	30

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	year as per the audited accounts of the firm during the previous three financial years. Marks to be given as under: I) up to Rs. 50Lacks-10 II) Rs. 50 Lacks to 100 Lacks-20 III) More than 100 lacks-30	
4	Clean track record of the firm during the last three years (No marks will be assigned if show causes notice/debarment notice was received.	10

Technical Bid with a score of 50 Marks and above only will qualify for the Financial Bid.

II. Financial Bid:

The purpose of the tender is to enlist Publishers/Distributor / Agencies for providing Medical and other books required by the college. The Financial Bid will be assessed on the basis of the discount offered by the Publishers/ Distributors/ Agencies. The Tenderer(S) quoting/offering the highest discount percentage for a particular publisher will be selected.

27. RESOLUTION OF DISPUTES:

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

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Annexure II

Performa of Technical Bid

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

1. Name of Tendering Publishers/

Booksellers/ Company/ Firm/Agency:

2. Name of Owners/Partners/Directors:

3. Full Particulars of Office

a) Address

b) Telephone / Mobile No

c) Fax No.

d) E-mail address

4. Full particulars of the bankers of Company/Firm/Agency, with full address/

telephone number

a) Name of the Bank

b) Address of the Bank

c) Telephone No

d) Fax No

e) E-Mail address

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5. Registration details:

- a) Registration with Govt.(give details registration No, Authority etc
- b) PAN
- c) Service Tax/ VAT registration No.
- d) Any other License held(import/trade license give detail)

6. Details of Tender Fee

- a) Amount(Rs.)
- b) DD/PO No. and Date
- c) Drawn on Bank
- d) Valid up to

7. Details of Earnest Money Deposite

- a) Amount(Rs)
- b) DD/PO No.
- c) Drawn on Bank
- d) Valid up to

8. Annual Turnover of the firm for last 3 years(duly certified by the CA)

2012-13

2013-14

2014-15

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9. Successful Supplies made during last three years

Document enclosed with Technical Bid (Please see para-3 of the "General Conditions). Additional sheet may be attached to give details which should also be signed.

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

Date:

Name:

Place

Firm's Seal:

Address/ Ph. No

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Annexure-III

Financial Bid

Performa to be used for Financial Bid for supply of Books

(In Sealed envelope C)

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

Sl.No	ISBN No	Name of the Publishers	MRP	Total (Rs.)	Discount Offered(%)		
					Hard Bound	Paper Back	Any Other

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Sl.No	ISBN No	Name of the Publishers	MRP	Total (Rs.)	Discount Offered (%)		
					Hard Bound	Paper Back	Any Other

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NOTE:

- a) Discount offered for Hard Bound, Paperback be mentioned if not same
- b) Discount for books of foreign publishers, Indian/ Asian edition of foreign publishers be specified.
- c) Bidders should submit recent catalogue of books and list of Journals/Periodicals which they can readily supply.
- d) Bidders may add name of Publishers not listed above but dealing with publication covered under scope of work(ref Para-1 of General Conditions)

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

Date:

Name:

Place:

Firms's Seal:

Address/ Ph. No: