

## Tender Notification

Particulars	Details
Notice Inviting Tender.	IMU-KC/Books/2017- 18/14
Tender Document can be Downloaded from IMU-KC website <a href="http://www.merical.ac.in">www.merical.ac.in</a>	From 16-08-2017
Estimated Cost	Rs. One Lac (Approx. Before discount)
Cost of Tender Form	Free of Cost – to be downloaded IMU-KC website <a href="http://www.merical.ac.in">www.merical.ac.in</a>
Last Date of Submission of Tender	22-08-2017 – 11. 00 AM
Price Quotation Opening Date and Time	23-08-2017– 11.00 AM
List of Textbooks	Annexure-I (Page No. 8)
Address for Submission of Tender	The Director, Indian Maritime University, Kolkata Campus, P-19, Taratala Road, Kolkata: 700088, West Bengal, India

*Jilaw*  
16/8/17



# भारतीय समुद्री विश्वविद्यालय Indian Maritime University

(केन्द्रीय विश्वविद्यालय, भारत सरकार / A Central University, Govt. of India)  
कोलकाता परिसर / Kolkata Campus

IMU-KC/Books/2017-18/14

Date: 16-08-2017

## **SUB: TENDER NOTIFICATION FOR TEXTBOOKS OF B. TECH (ME)**

The Indian Maritime University is a Central University established by an Act of parliament and headquartered at Chennai. The Kolkata Campus of the Indian Maritime University (hereinafter referred to as the Buyer or IMU-KC) invites sealed tenders for supply of Textbooks mentioned in Annexure-I (page no. 8) from eligible Publishers / Booksellers under two cover bidding. The duly filled in tenders with necessary supporting are to be sent to the address stated in the abstract above before the last date mentioned in the abstract.

### **I. Tender – General Conditions:**

- i. Validity: The rates quoted by the intending bidder must be valid for 120 days from the date of opening of bids.
- ii. One Bid: Each bidder will make one bid only. Any bidder submitting more than one bid shall be rejected.
- iii. The suppliers shall quote the prices with attached price proof of Publisher's catalogue at the time of tender inquiry.
- iv. No terms and conditions of the suppliers shall be accepted and IMU-KC's final decision will be supreme.
- v. *Preparation and Submission of Tenders & Late Tenders:*

Tender documents submitted should be complete & duly filled-in all respects. Bidder should be carefully study the requirement and prepare his/her offer complying with all the provisions of the tender document and should fully satisfy with the Tender requirements etc. Tender found vague in part or otherwise in whatsoever form shall not be entertained. There should be no ambiguity whatsoever about the prices / discounts offered. All the pages / parts of Tender document of IMU-KC should be signed on all pages signifying the acceptance of the bidders (booksellers / bidders) for various terms and conditions mentioned in the tender documents of IMU-KC. The Tender should be filled in strictly in the format mentioned in Annexure-I (page no. 8) and should be either posted or couriered so as to reach IMU-KC within the stipulated time and date. The Tender can also be deposited in the tender box kept in the IMU-KC Library prior to the time/date stipulated in the Tender Abstract above. Late tenders will be rejected.

*Jilani*  
16/8/17

पि-19, तारातला रोड, कोलकाता - 700 088 / P-19, Taratala Road, Kolkata - 700 088

Email : [director.kol@imu.co.in](mailto:director.kol@imu.co.in)

Phone : (033) 2401 4673/74/76/78/1946, Fax : (033) 2401 4333, Hostel : 2401 4675

Bids sent by telex, fax, Email etc. (i.e. modes other than by way of speed post/ courier/ dropping in the box provided) shall not be accepted. The details sought through Forms in the Tender documents should be provided in the same format enclosed with the Tender document. The tenders are to be furnished in Single sealed envelope duly signed by the bidder under Single bid systems (Price Bid). The rates quoted in price bid enclosed in the Schedule format should be complete in all respects and should be all inclusive. No additional payments will be allowed over and above the quoted rates. The suppliers should quote the rate as per the enclosed scheduled format. Discount should be mentioned item wise. If there are any discrepancies between % discount and Net prices, computation of amount based on the % of discount shall be taken as final alternatively, IMU-KC may decide to reject the tender with such discrepancies, at its sole discretion, hence, the bidders are advised to take utmost care while submission of bids.

## II. Terms & Conditions for the supply of the books:

### (i) General:

- a) The books to be supplied should be of current and latest edition only and be of good condition.
- b) Ordered books shall be supplied along with authentic price proof, only of Publisher's Catalogue in case of foreign books, and in case of Indian books where the price is not printed on the book, submit an authentic document/s in support of price verification.
- c) Supplied damaged books, books with missing pages shall have to be accepted back by the supplier even after they have been stamped for accessioning with Vendor cost, otherwise the cost of the book will be deducted from the Security Deposit.
- d) IMU-KC reserves the right to procure the whole or a part of the books / split the order.
- e) The suppliers have to make the supplies in total and only portion of books may not be accepted by IMU-KC. Keeping in view the issues like out of print/non availability etc. the supplier should be able to supply at least 90% of the ordered books.
- f) The Bidder shall be responsible for the proper packages so as to avoid any damages during transportation/delivery of books.
- g) For any book which is not available in the market, the supplier has to intimate about its non-availability within a period of 5 days from the date of issuance of the order with a certificate/undertaking to that effect.
- h) As soon as the acceptance of the tender is communicated to the successful bidder, the contract shall be complete and binding upon him.
- i) The rates printed on books/price proof should not be altered/changed.
- j) Any other terms and conditions as deemed fit by IMU-KC will be applicable and binding.

*Jilani*  
16/8/17

- k) Books are to be delivered at Library, Indian Maritime University-Kolkata Campus, P-19, Taratala Road, Kolkata-700088 (West Bengal)
- l) Books tendered may be varied, increased or decreased in future, according to the changes, if any, in the future.
- m) Publishers Rate as per list must be attached with discount in the format enclosed as Annexure-3
- n) Certificate stating that latest edition of books only are quoted, must be submitted by the Bidder
- o) List of books proposed to be bought through this tender is enclosed as Annexure.
- p) In case of any variation/confusion in author, titles, edition, etc. supply should be made only after seeking clarification from the Assistant Librarian, IMU-KC.
- q) Wherever the books are available in both hard bound and paper back, the price applicable for paperback (least of the two) should be quoted and supplied.
- r) If the books are available in spiral binding, book seller shall not supply the book without consulting and receiving consent from the Assistant Librarian, IMU-KC.
- s) The books supplier should ensure that there should not be any violation of copy rights, patent or violations of any other laws, rules etc. as applicable. The supplier shall also verify before supply that the books they are supplying do not violate copy right / patent right / intellectual property rights norms. The supplier shall also ensure and verify before supply that the books they are supplying are not plagiarized materials. If any such violation of copy right etc, or plagiarism observed after the supply, then all the books will have to be taken back by the supplier at their cost and no payment will be made by IMU-KC, towards the cost of books and other expenses incurred by the book seller in delivering such books in IMU\_KC premises. In addition, the book supplier will be solely responsible for all the liabilities, obligations, penalties, loss, damages, etc. caused by such violation of copy rights etc. and indemnify IMU-KC in case IMU-KC suffers any loss on this account.

**(ii) Price Schedule and Payment Terms:**

- a) Booksellers shall submit their pre-receipted bill/bills on revenue stamp in Triplicate, duly supported by the necessary documents after satisfactory completion of the order.
- b) No advance payment shall be made and payment shall be released after the receipt of supplies and report of committee/ librarian.
- c) The original currency should be mentioned in the bill in case of foreign publication.
- d) The current bank exchange rate (TT selling rate) on the date of purchase order for Books 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.

*g.lam*  
16/8/11

- e) Net amount payable by IMU-KC for the supply of the text books will be :  
For Indian books, least of [the publishers' printed price or the Gross Price proof i.e. publisher invoice or Publisher Catalogue] minus discount offered by the bidder  
In case of price in foreign currency denominated books, equivalent price in INR shall be arrived at applying the conversion date as on the date of purchase order, and subsequently, the method described for Indian books as stated above will be adopted.
- f) The payment will be released only after to the satisfaction of the Assistant Librarian, IMU-KC.
- g) The bill should bear the certificate from the supplier that books supplied are latest editions and that the prices have been charged correctly and in accordance with the latest publishers catalogue/invoice or importer/distributors invoice.
- h) The delivery shall be through registered/Book Post/Parcel/Courier/in person on the risk & responsibility of the firm on Door delivery basis. No freight/ transportation charges, loading and unloading charges, postage, Insurance or any other charges whatsoever shall be paid extra.
- i) The successful bidder shall have to certify on the body of the bill that rates charged are lowest offered by the publishers/distributors on these books.
- j) Taxes as per rules of Government applicable from time to time shall have to be paid and borne by the supplier.
- k) IMU-KC reserves the right to increase or decrease the number of Titles / Copies per Title, in which case order will be issued with proportionately increased or decreased titles / copies.

**(iii) Terms of Delivery:-**

Free of cost delivery at Library Department, IMU-KC, Taratala Road, Kolkata – 700 088 within a maximum of 30 days from the date of purchase order

**(iv) Penalty Clauses:-**

- (a) For delays-if the supplier fails to supply books as per purchase order within the time period specified in the contract, the purchaser shall deduct from contract price a sum equivalent to 1 percent of the price of delayed items for each week of delay or part thereof until actual delivery up to a maximum of 5 (Five) percent. Once the maximum reached, or even before, considering the urgency of the requirement, the purchaser may consider termination of the contract. This is without prejudice to the IMU-KC's right to cancel the tender immediately after the time line given in the purchase order and procure books from the next higher quoted bidder(s) or from elsewhere, since the time is the essence of the contract.
- (b) Termination for default: - The purchaser 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

*J. Lamin*  
16/8/10

the contract, or if the supplier fails to perform other obligation(s) under the contract. In the event of the termination of the contract by IMU-KC in whole or in part, the University may procure, upon such terms and in such manner as it deems appropriate the undelivered books and in which case IMU-KC reserve the right to determine that the supplier shall be liable to pay for any excess costs for such purchases. However, the supplier shall continue performance of the contract to the extent not terminated.

- (c) If the ordered books are not supplied, and the required "Non-availability Certificate" of the ordered books is not furnished within 5 days by the concerned supplier, IMU-KC reserve the right to deduct 10% amount of the unsupplied portion of the particular order from the bill(s) of the supplied books.

(v) **INSPECTION**

Books will be accepted only after inspection by Assistant Librarian.

(vi) **Security deposit:**

To ensure due performance of the contract obligations arising out of this tender, IMU-KC shall demand a security deposit @ 1% of the Purchase Order value in the form of a demand draft in favour of Indian Maritime University, Kolkata Campus, and Payable at Kolkata within 3 days of placement of the supply order. If the bidder fails to submit the Security deposit to IMU-KC within the stipulated time, IMU-KC shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely and / or may, at its sole discretion, treat the bidder as having lost his eligibility for the award of the contract. The Security deposit will be forfeited in case of breach or violation or non-performance of the contract / tender obligations by the bidder/ book seller. No interest is payable on the security deposit. EMD will be treated as Performance security for those firms which get the order, to the extent of 1% of order value and the remaining has to be paid by the successful bidder(s) within 3 days. The Security Deposit will be discharged by the IMU-KC and returned to the service provider not later than 90 days following the date of completion of the service provider's performance obligations.

The Security Deposit shall be payable to the IMU-KC as compensation for any loss (es) incurred by IMU-KC resulting from the failure of the books supplier to meet out its obligations under the Contract, as determined by IMU-KC. This shall be in addition to any other action/ penalty taken by IMU for delays/ default/ failure on the part of the service provider. No interest is payable on the Security Deposit. The successful Bidder shall not in any case sub contract the contract in full or any part of it to third party.

*Jilam*  
15/8/17

**(vii) RESOLUTION OF DISPUTES**

In case of a dispute or difference arising between the book supplier and the purchaser relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the Sole Arbitrator duly appointed by the IMU-KC. The award of the arbitrator shall be final and binding to the parties concerned. Disputes, if any, are subject to the jurisdiction of appropriate courts in Kolkata only.

I am also enclosing bidder memorandum and undertaking duly signed by me /us.

**Declaration**

I / We certify that all the particulars furnished above are true and correct and based on documentary evidence, and that I /we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and my /our firm is liable to be blacklisted / debarred by IMU-KC for at least 3 years, in addition to any other right or remedy available to IMU-KC including forfeiture of EMD, Security Deposit etc.

Date:

Signature with Seal of Authorized Signatory

Place:

*J. Lam*  
16/8/11  
Assistant Librarian  
IMU-KOLKATA CAMPUS  
P-19, Taratala Road,  
Kolkata - 700 088

Financial Bid

Annexure - I

Sl No.	Titles	Authors	Publishers	Edition	ISBN	Year	Whether the edition quoted is the latest	No. Of Copies	Currency	Unit Price in respective currency (as per price printed in book, publisher catalogue, or publisher Invoice)	Gross Unit Price in respective currency (as per price printed in book, publisher catalogue, or publisher Invoice)	Discount %	Net Amount after discount (in respective currency)
1	2	3	4	5	6	7	8	9	10	11	12=9X11	13	14=12-13
1	High School English Grammar and Composition (Regular Edition)	P.C. Wren & H. Martin	S. Chand	1 <sup>st</sup> Ed.	9789352530144	2015		280					
								280					

*Jilam*  
 16/8/17  
 Assistant Librarian  
 IMU-KOLKATA CAMPUS  
 P-19, Taratala Road,  
 Kolkata - 700088