



## **CUTTACK MUNICIPAL CORPORATION, CUTTACK.**

**RFP No: CMC/VI-H/122/2022 Letter No.-1642**

**Dtd- 13.07.2022**

**“Empanelment of Book Vendors/ Book Suppliers for Supply of Books in  
Cuttack Municipal Corporation (CMC) Area”**

**Client:**

**Commissioner**

**Cuttack Municipal Corporation, Cuttack.**

**Choudhury Bazar, Cuttack – 753001**

**Tel No. – 0671-2308424**

**Part – I: Instructions**

The Commissioner, Cuttack Municipal Corporation, Cuttack, Government of Odisha invites Application for “**Empanelment of Book Vendors/ Book Suppliers for Supply of Books in office and library in CMC Area**”

Clause No	Title	Description
1	Work	<b>Empanelment of Book Vendors/ Book Suppliers for Supply of Books in office and library in CMC Area</b> ” on prescribed format from reputed vendors/ distributors/suppliers in India or International firms
2	Reference No.	CMC/VI-H/122/2022 Letter No.-1642 Date – 13/07/2022
3	Issue of the bid document	To be issued from CMC & Cuttack District website <a href="http://cmccuttack.gov.in/">http://cmccuttack.gov.in/</a> <a href="http://www.cuttack.nic.in">www.cuttack.nic.in</a> from <b>Dt.13.07.2022</b> onwards. The book vendors are requested to check the website on regular basis till <b>Dt.05.08.2022</b> for any updates.
4	EMD	Rs.50,000/- is to be submitted in shape of DD in favour of Finance Officer, Cuttack Municipal Corporation, Cuttack, to be drawn at Cuttack.
5	Last Date & mode of submission	The sealed application shall be complete in all respects and received at the Office of the Commissioner, Cuttack Municipal Corporation, Choudhury Bazaar, Cuttack 753001 on or before <b>05.08.2022</b> by <b>3.00 P.M.</b> through <b>Speed Post/ Registered Post/ Courier (India) only</b> . The envelope should be superscripted as " <b>Empanelment of Book Vendors/ Book Suppliers for Supply of Books in Cuttack Municipal Corporation (CMC) Area</b> ” <i>Nodal officer: Deputy Commissioner, (Sanitation) – 8637223554</i>
6	Bid Opening Date	<b>4:00 PM</b> on <b>Dt. 05.08.2022</b> at Conference Hall of Cuttack Municipal Corporation, Choudhury Bazar, Cuttack – 753001
7	Details of bidder	Annexure-1 is to be filled, duly signed, stamped and submitted.
8	Authorized Signatory	The application should be signed by an authorized signatory of the vendor bearing his/her full name and status, clearly indicated below the signature along with the official seal of the firm.
9	Discipline	Strict discipline is expected to be maintained with respect to application for empanelment. No canvassing OR repeated communication should be made to the client. Failing to maintain this might lead to disqualification/ black-listing of the vendor by the Client.

10	Terms and conditions	The short-listed vendor(s)/distributor(s)/supplier(s) for empanelment are required to agree to supply as per the Client's "Terms & Conditions for Supply of Books (Print)" as per mentioned in Part-III.
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**Part – II: Eligibility criteria**

<b>Eligibility criteria for potential vendors for empanelment</b>		
<b>Clause No</b>	<b>Title</b>	<b>Description</b>
11	Proof / Supporting documents (should be enclosed with application)	a) The book vendor/supplier must be registered under the Shops and Commercial Establishment Act and registration certificate must be duly submitted. b) Submit an affidavit on a non-judicial stamp paper of Rs. 100/- for not having been blacklisted ide-listed for a minimum of three years by any of the Government organizations in India. c) The book vendor/supplier must be a preferred supplier of National Level/ State level & and any Government Organization.
12	Memberships	Book vendor/supplier should be a regular member of "Good Offices Committee" and federation of publishers and bookseller's association of India.
13	Experience	The book vendor/supplier should have an office which should have been established for a minimum period of five years as on 31.12.2021 and should be continuously functioning.
14	Taxes and duties	The vendor / bookseller must be having PAN (Permanent Account Number), and GSTN (Goods and Service Tax Network) issued by the Income Tax Department.

**Part – III: Terms and conditions**

<i>The empanelment will be governed by the following "Terms &amp; Conditions" and procedure</i>		
<b>Clause No</b>	<b>Title</b>	<b>Description</b>
15	The bid documents will be rejected without any further notice to the book vendor/supplier if;	a) The bid form is incomplete. b) Incorrectly filled or providing inaccurate information. (if found at a later stage, the contract cancelled without any notice). c) Bids received after the due date d) The selection committee of Commissioner, CMC Cuttack reserves the right to approve or reject any or all the vendors. The decision in this regard will be final in all cases in respect of acceptance/rejection/ arbitration.
16	Contract agreement	This empanelment will be valid for a period of <b>two years</b> from the date of final approval of empanelled suppliers list and it may be

		further extendable to two years based on their performance and at the sole discretion of the Commissioner, CMC Cuttack.
17	Right to add any additional vendor	Commissioner, CMC Cuttack reserves the right to add any additional vendor to the approved list of vendors or to place the purchase order to any of the vendors as it may deem fit.
18	Enquiry on Availability of books	At the first instance empanelled vendor/supplier (s) will be sent an e-mail enquiry with the list of books and number of copies required for library. On receipt of the e-mail, the vendor/supplier should respond within two days <b>quoting the titles available with the number of copies and unit price</b> . The preferred mode of communication will be by e-mail.
19	Purchase orders	<p>a) In reply to vendor/ supplier(s) response to our queries, purchase order will be released to the vendor concerned with request to supply books. The vendor/supplier on receipt of purchase order (PO) is required to acknowledge the receipt of the order by e-mail immediately as a token of their confirmation with respect to acceptance of purchase order.</p> <p>b) The library will place purchase orders with empanelled vendors/suppliers who offers best and prompt service. However, order will be placed on Lowest cost basis.</p>
20	Supply/ Delivery of books.	<p>a) The preferred mode of delivery of books by hand delivery at the library/ office in Cuttack. However, the other mode of delivery may be by registered parcel, courier services or any other mode of recorded delivery. In such type of delivery, freight charges, loss, damage, pilferage, in transit if any will be sole responsibility of the book supplier.</p> <p>b) Every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in supply, their quantity and prices.</p>
21	The time frame for supply	<p>a) <u>Indian/ Foreign titles if available in India:</u> 5-15 days from the date of issue of the purchase order.</p> <p>b) <u>Foreign publications if not available in India:</u> Maximum 30 days from the date of issue of the purchase order.</p>
22	Edition specifications (By default)	<p>a) Latest ed., Paperback ed., Indian ed. of books must be supplied unless mentioned otherwise.</p> <p>b) In case of unavailability of paperback and Indian editions, clarification/permission should be sought, preferably by email, from</p>

		the Office of CMC regarding the supply of the available edition instead of the default.
23	Book price	The book vendor/supplier(s), those who will quote the lowest rate for the books may get orders for the contract period. If more than one book supplier quotes the same lowest rate, the orders may be split between the vendors on a rotational basis to the extent possible; however, based on book availability/quick delivery/ vendor performance the rotation of vendor will be the decision of the selection committee of Commissioner CMC.
24	Invoicing procedure	<ul style="list-style-type: none"> <li>a) Two copies of invoices/bills are to be submitted.</li> <li>b) Invoice/ Bill should be in favour of Commissioner, Cuttack Municipal Corporation, Choudhury Bazar, Cuttack – 753001</li> <li>c) One invoice should be raised against one purchase order (P O) only. Titles from different P.O. should not be combined and supplied under one invoice.</li> <li>d) The price in the invoice should be indicated in original currencies.</li> <li>e) GOC (Good offices committee) currency conversion rates as applicable on the date of the final invoice.</li> </ul>
25	Mandatory enclosures with invoice	<ul style="list-style-type: none"> <li>a) Price certificate: catalogue price of the Publisher's/ Authorised distributor's price will be accepted.</li> <li>b) Price proof and currency conversion rate proof should contain the seal and authorized signature of the vendor.</li> <li>c) Bank A/C Details: The supplier is required to provide the Bank details MANDATE FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER</li> </ul>
26	Return of Defective books	If the supplied book(s) doesn't match to purchase order specifications OR if the pages are torn or missing or the copy is old or is not in good condition, the supplier will be asked to take back the book/s at his own expense and replace it within 15 days, otherwise the order will be cancelled. The office will not be responsible for such book/s if not taken back and replaced within the stipulated time period.
27	Cancellation of an order	<ul style="list-style-type: none"> <li>a) The order is liable to be cancelled if the delivery is not made within the stipulated time period unless due extension has been allowed.</li> <li>b) Books not conforming to specifications and not in good condition should be replaced within 15 days otherwise order for those books will be cancelled.</li> </ul>
28	Legal dispute settlement	While the purchaser and the vendor shall make every effort to resolve amicably by direct informal negotiation, even then in any disagreement

		<p>or dispute arising between them under or in connection with the contract shall be settled under the Court of Law within its Jurisdiction at Cuttack, Odisha. The resultant contract will be interpreted under Indian Laws.</p>
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The sealed quotations, complete in all respects, should be submitted at the Office of the Commissioner, Cuttack Municipal Corporation, Choudhury Bazar, Cuttack – 753001 Cuttack latest by Dt 05.08.2022 by 3.00 PM through **Speed post/ Registered Post/ Courier (India) only**. The envelope should be superscripted with **“Empanelment of Book Vendors/ Book Suppliers for Supply of Books in office and library in CMC Area”**

### **General Term and condition**

#### **1. Instruction for applicants**

- 1.1. Incomplete and conditional applications will not be considered.
- 1.2. At any given point of time, if any of the documents furnished by the vendors/suppliers is found to be false, it would be deemed to be a breach of terms of contract making the firm concerned liable for legal action, besides termination of empanelment.
- 1.3. Strict discipline is expected to be maintained with respect to application for empanelment. No canvassing or repeated communication should be made with the library. Failing to maintain this discipline, the applicants are liable to be blacklisted by the Commissioner, CMC Cuttack.
- 1.4. The received applications after the due date and time will not be considered.

#### **2. Eligibility for Empanelment for applicants**

- 2.1. The publishers/ distributors/ suppliers/ agency must be member in the Good Offices Committee/ Federation of Publishers' & Bookseller's Associations in India.
- 2.2. They must have complete minimum two Years in the relevant field like supply of books and journals
- 2.3. Average minimum annual turnover of Ten Lakhs for the last three consecutive financial years.
- 2.4. The vendors/ publishers must be registered with GST, IT and statutory registrations.

#### **3. Timeframe for supply**

- 3.1. In case of titles that are not supplied, a certificate of non - availability of those titles in the market from the publisher/ publisher's distributor/ stockiest should be furnished within the due date of supply.

- 3.2. If the provided reason for delay is justified with adequate proof e.9., communication from publisher/ publisher's distributor or stockiest, the competent authority may consider extending the supply time as may deem fit.
- 3.3. The supply should be free of freight charges.
- 3.4. Every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in supply, their quantity and price.

#### **4. Conditions for cancellations of the released purchase orders**

- 4.1. If the empanelled vendors to whom the order has been placed fails to supply the entire order or any part of the order within the stipulated time, without sending any written communication to Commissioner, Cuttack Municipal Corporation, Cuttack.
- 4.2. Thereafter, the Commissioner, Cuttack Municipal Corporation, Cuttack reserves the right to cancel the order and place the empanelled vendors in its blacklist after providing them an opportunity to represent their side.

#### **5. Edition specifications**

- 5.1. Latest editions of books must be supplied.
- 5.2. By default, Indian editions of books must be supplied.
- 5.3. In case of unavailability of Indian edition, supply of the available editions in lieu of the default is accepted, subject to obtaining of pre-approval from the assistant librarian.
- 5.4. All items should be of latest paperback editions, unless otherwise specifically mentioned.

#### **6. Payment terms**

- 6.1. Every price proof and currency conversion proof should contain seal and authorized signature of the vendor.
- 6.2. Bills/ invoices submitted in all respects shall be processed and paid within 30 days from the date of final supply and submission of original documents.
- 6.3. All payments shall be transferred NEFT/RTGS only and publishers/ distributors/ Suppliers/ Agency shall submit their bank details along with their bills/ invoices.
- 6.4. The book supplier has to submit the bill only on the basis of receipted. On delay of any payment, no claim of interest or any charge will be entertained

#### **7. Termination of empanelment**

- 7.1. A vendor's empanelment may be terminated/dropped/black-listed from the panel of suppliers at the occurrence of any of the following event.
  - a. In case of breach of any terms of agreement, or unsatisfactory/inefficient working on the part of the vendor.

- b. If at any time, found that the information provided by the empanelled vendor in any form about publications, services and related matters are incorrect and result in losses in any form.

7.2. All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of Commissioner, Cuttack Municipal Corporation, Cuttack. The decision of arbitration shall be final & binding on both the parties.

## **8. Earnest Money Deposit**

8.1. Bidders shall submit, along with their Bids, EMD of INR 50,000/- (Rupees Fifty Thousand Only), in the form of a Demand Draft issued in favour of Finance Officer, Cuttack Municipal Corporation, Cuttack, Payable at Cuttack and should be valid for forty-five (45) days beyond bid validity period.

8.2. EMD of all unsuccessful bidders would be refunded within 60 Days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee.

8.3. Commissioner, Cuttack Municipal Corporation, Cuttack, will retain the interest free EMD amount of Rs. 50,000/- for the empanelled vendors till the empanelment remains valid. This will be refunded to the parties only after the dissolution of this empanelment from whatsoever reason may be. Withdrawal of vendor ship request from any of the empanelled vendors is allowed only after two year passed, from the effective date of empanelment declared; and in such cases the total EMD money of Rs. 50,000/- will be refunded to the party through their bank account as recorded with the CMC or updated their after without any interest on the deposit value.

8.4. The bid submitted without EMD, mentioned above, will be summarily rejected.

8.5. The EMD may be forfeited:

- I. If a Bidder withdraws its bid during the period of validity.
- II. In case of a successful bidder, if the bidder fails to sign the Contract in accordance with this RFP.
- III. In case the bidder submits any wrong or fraudulent details as part of the bidding process wilfully.

## **9. Rights to Accept/ Reject any or all Bids**

Commissioner, Cuttack Municipal Corporation, Cuttack reserves the right to accept or reject any bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Commissioner, Cuttack Municipal Corporation, Cuttack action.

**PARTICULARS OF BIDDER**

Empanelment of Book Vendors / Book Suppliers for Supply of Books in Cuttack Municipal Corporation (CMC) Area

Reference No. CMC/\_\_\_\_\_/2022

1. Name of the Organization
  - a) Status of the bidder \_\_\_\_\_  
(Proprietorship/partnership /LLP/Limited co.) (in Block letters)
  - b) Name of Proprietor/Partners/CEO/Directors (in Block letters)  
\_\_\_\_\_
2. Postal Address \_\_\_\_\_
3. Telephone No \_\_\_\_\_
4. E-mail/ Website address (if available) \_\_\_\_\_
5. Bank Draft No, date, Bank name, and amount /MSME or NSIC Reg. No. (exempted)  
\_\_\_\_\_
6. Are you a member of Federation of Publishers' and Book sellers, Association of India (FPBAI)?  
If so, attach a copy of the membership. \_\_\_\_\_
7. Are you a member of any other State / National Association of Books suppliers? If so, attach  
a copy of the membership \_\_\_\_\_
8. Are you a distributor/dealer/stockiest/ exclusive/preferred agent? If so, please submit the  
authority letters issued by the publishers along with the details of Distributor/  
Dealership/stockiest/exclusive/ preferred agents \_\_\_\_\_
9. Year of starting of the firm with Registration No./ Date (Attach xerox copy)  
\_\_\_\_\_
10. ITR V For the Last three (03) years (certified by a chartered accountant) \_\_\_\_\_
11. Turnover for last three (03) years (certified by a chartered accountant) \_\_\_\_\_

12. PAN (Enclose self-attested photocopy) \_\_\_\_\_
13. Trade License/Business License/CIN (if applicable) \_\_\_\_\_ (Enclose self-attested photocopy)
14. GSTN (Goods and Service Tax Network) allotted by the Income Tax Department \_\_\_\_\_ (Enclose self-attested photocopy)
15. Affidavit raised on a non- Judicial stamp paper of Rs.50.00 by vendors for not having black-listed
16. Security Deposit of Rs. 50,000/-
17. Tender Paper Cost Rs. 5000/-
18. Any other Relevant information \_\_\_\_\_

(E.g., Number of Years of Experience in similar line of business/ ITR V/ Turnover for last 3 consecutive financial years)

I/ We hereby declare and affirm that I/we have read and understood the terms and conditions of this empanelment invitation as stipulated in the notice Ref. No CMC/\_\_\_/12- 2022 dated \_\_\_\_\_ accordingly, I/ we accept the terms and conditions and hereby offer the discount rates for **"Empanelment of Book Vendors / Book Suppliers for Supply of Books in Cuttack Municipal Corporation (CMC) Area"**

Signature \_\_\_\_\_

Name of the BIDDER \_\_\_\_\_

Official seal of BIDDER

Date: \_\_\_\_\_

**Cuttack Municipal Corporation, Cuttack**

**DECLARATION**

1. I/We ..... (Name of Authorized Person) hereby declare that the information provided in this application form are true to the best of our knowledge and that we shall be bound by the acts of duly constituted attorney.
2. I/We also hereby declare that all matters related to Commissioner, Cuttack Municipal Corporation, Cuttack , shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority.
3. Mr..... Whose signatures are appearing below, is/ are the authorized representatives of the firm.
4. I/We also undertake the responsibility to communicate all subsequent changes in the constitution or working of firm, affecting the accuracy of the facts, stated above.
5. I/We have read and understood all the "Terms and conditions" of Commissioner, Cuttack Municipal Corporation, Cuttack as mentioned in this document and consciously agree to abide by them.

Signature of Authorized Person \_\_\_\_\_

Place \_\_\_\_\_

Signature of Authorized representative of the firm \_\_\_\_\_

Date (with Firm's Seal) \_\_\_\_\_