

राष्ट्रीय न्यायालयिक विज्ञान विश्वविद्यालय (राष्ट्रीय महत्त्व का संस्थान, गृह मंत्रालय, भारत सरकार)

National Forensic Sciences University

(An Institution of National Importance under Ministry of Home Affairs, Government of India)



National Forensic Sciences University (NFSU) Bhopal Campus

C/o CFSL Bhopal, Barkheda Bonder, Bhopal, M.P. - 462030 Ph: 0755-2995274

Email: – <u>purchase bhopal@nfsu.ac.in</u>
Website: - <u>www.nfsu.ac.in</u>

(E-PROCUREMENT MODE ONLY)

EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF BOOK SUPPLIER

National Forensic Sciences University (NFSU) Bhopal Campus, Madhya Pradesh invites Expression of Interest (EOI) for Empanelment of Book Supplier (in Two Bid

System) from experienced and reputed bidders.

Description of Requirement	Estimated Cost of Tender	Tender Fee	Earnest Money Deposit (EMD)	
Empanelment of Book Supplier	Rs. 10,00,000/-	Rs. 1180/-	Rs. 30,000/-	

Note:

- Detailed information pertaining to this tender such as tender document, corrigendum (if any), and any further updates will be available on the website of NFSU https://www.nfsu.ac.in/tenders and Central Public Procurement Portal https://eprocure.gov.in/eprocure/app
- NFSU Bhopal Campus shall not be responsible for non-receipt of the bids due to internet issues or any other reasons.

Disclaimer: This Tender is not an offer by National Forensic Sciences University (NFSU) Bhopal Campus, but an invitation to receive an offer from the bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal award is made and executed by duly authorized office bearers of NFSU Bhopal Campus.

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Section-1: Schedule of Tender

Sn	Event	Date and Time/Remarks
1	Tender availability on Institute website and Central Public Procurement Portal	26-06-2024 1300 Hrs.
2	Bid Submissions Start	26-06-2024 1300 Hrs.
3	Bid Submissions Close	16-07-2024 1800 Hrs.
4	Opening of Technical Bid	17-07-2024 1100 Hrs.
5	Opening of Financial Bid	To be Intimated later on
6	All the communication with respect to this tender shall be addressed to	Assistant Registrar (Purchase Section) Phone: Ph: 0755-2995274 Email: purchase_bhopal@nfsu.ac.in

Note:

• If for any unforeseen circumstances the tender is not opened on the above date, then the next working day will be considered as the tender opening date.

Section-2: About NFSU Bhopal Campus

National Forensic Sciences University was initially established as the Gujrat Forensic University by Govt of Gujrat in 2008 at Gandhinagar. It was upgraded to a National University in the year 2020 by Govt of India and was designated as the Institution of National importance by an act of parliament under the aegis of Ministry of Home Affairs, Govt of India. The National Forensic Sciences University with the status of an Institution of National Importance is the world's first and only University dedicated to Forensic, behavioral, cybersecurity, digital forensics, and allied Sciences. It was established by the Government of India through Act, 2020 (32 of 2020) with the objective of fulfilling the acute shortage against the increasing demand for forensic experts in the country and around the world. The University is solely dedicated to Forensic and Investigative Science and is the only one of its kind in the world. It has Eight campuses and two Academies spread across the country in different states and one international campus in Africa. Besides Academics, the University has a strong focus on Research, Consultancy and Training and has a huge potential of collaboration with the Police and Judicial services as well as the Forensic Labs of States and Central Govt.

The Bhopal campus was inaugurated on 22 Aug 2022 by the Hon'ble Home Minister of India in the august presence of the Chief Minister of Madhya Pradesh and the Vice Chancellor of NFSU along with a host of dignitaries of Govt of India and Govt of Madhya Pradesh. Bhopal Campus is presently running a two year post graduate course of M.Sc. in Forensic Science and three Post Graduate Diploma programmes of one-year duration in Crime Scene Management, Questioned Document Examination and DNA Forensics. Two more academic courses five-year integrated course of B.Sc.- M. Sc. in Forensic Science and a two-year M.Sc. course in Cyber Security to be introduced from AY 2024.

Objective of this tender

National Forensic Sciences University Bhopal Campus is desirous of empaneling the suitable Book supplier to cater the text books related requirement of the university through this tender.

Section-3: Instruction to Bidders

The tender shall be submitted in accordance with the instructions mentioned in the tender documents, any bid not conforming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender document.

- 1. For Online Bid Submission the bidders are required to submit copies of their bids electronically as per this tender on the CPP Portal using valid Digital Signature Certificates. Detailed information for submitting the online bids on the CPP Portal is available at https://eprocure.gov.in/eprocure/app
- 2. The Bidders are requested to read the tender document carefully and ensure all the compliance with instructions herein. Non-Compliance of the instructions contained in this document may disqualify the bidders from the tender process.
- While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
- 4. NFSU Bhopal Campus reserves the right to accept or reject 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.

- 5. The tender submitted by other than the authorized dealer will not be considered.
- 6. The tenders received after the scheduled date and time, incomplete, conditional, and without Tender fee and EMD will be rejected out-rightly.
- 7. Incomplete and conditional bid will not be considered.
- 8. The participating vendor is expected to examine all instructions, Terms & Conditions as specified in the bid document. Failure to furnish all requisite information or submission of a bid not substantially responsive to the conditions laid down shall be at the risk of the participating vendor and may result in the rejection of the bid.
- 9. At any time prior to the deadline for submission of the bid, NFSU Bhopal Campus may, whether at its own initiative or in response to a clarification requested by a prospective participating vendor, corrigendum or amendment may be issued and same can be available on University' website and on the CPP Portal.
- 10. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document must be uploaded On-line on https://eprocure.gov.in/eprocure/app. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.
- 11. Useful information for potential bidders is available at http://eprocure.gov.in/eprocure/app?page=BiddersManualKit&service=page.
- 12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Section-4: Eligibility Criteria & Online Bid submission Procedure

In order to apply for this tender, the intending bidders must fulfill the following eligibility criteria, failing which their bid will not be considered for the further evaluation process.

4.1 Eligibility Criteria (the bidders must submit the following)

- Valid PAN, GST Registration and Firm establishment / Company incorporation certificate as on the date of submission of the bid (Self-certified scanned PDF files to be uploaded in respective packet of Other Important Documents (OID)).
- Details of Tender Fee and Earnest Money Deposit (EMD), with a self-declaration for accepting the Tender Terms & Conditions mentioned in the tender documents (As per the Annexure-II given in this tender document).
- 3. Bidders should be neither blacklisted by any Government Dept., nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India. A duly completed self-declaration certificate for the Clean Track Record to this effect is to be submitted as per the Annexure-III given in this tender document.
- 4. The bidder/ firm should have been incorporated/ established at least for a period of five years or more and currently should be in the same business. The time period of 05 years shall be reckoned as on 16.07.2024 (Copy of incorporation/ establishment is to be provided along with the Annexure-IV given in this tender document).

5. The bidder should have a minimum 5 years of experience as on the bid submission date for book supply to National Level Institutions like IIMs, IITs, NITs, IISc, IIIT, IISERs, NISERs, Central Universities, Institute of National Importance and Government Institutions, Letter of empanelment from at least three institutions mentioned above during five years has to be uploaded in support of this. Copy of the work orders and the work execution / completion certificate from the client end pertaining to the above-mentioned works are to be submitted as per the Annexure-V given in this tender document.

- 6. The bidder's average annual turnover during the last three consecutive financial years i.e. 2021-22, 2022-23 and 2023-24 should not be less than Rs. 10 Lakh (Rupees Ten Lakh only). (Certificate issued by a Practitioner Chartered Accountant with valid UDIN should be enclosed along with the Annexure-VI, the year in which no turnover is shown would also be considered for working out the average).
- 7. The Firm must be a member of the Federation of Publishers & Bookseller Association of India (FPBAI). Membership certificate issued by FPBAI should be uploaded.

4.2 Online Bid Submission Procedure

Bidders are directed to upload the required, relevant documents in the respective packets as mentioned below, it is the sole responsibility of the Bidder to comply with all the supporting documents. In case of any irrelevant or non-readable files, non-submission of any of the below mentioned documents in the bid may be rejected.

4.2.1 Other Important Documents (OID): To be uploaded as a readable PDF File on the CPP Portal:

Upload as Under	Details	Supporting Documents
Packet-1	Permanent Account Number (PAN)	Self-certified
Packet-2	GST registration certificate	scanned PDF files to be uploaded in the respective
Packet-3	Firm establishment / Company incorporation certificate	packet.

4.2.2: Statutory Documents: Cover-1-To be uploaded as a readable PDF File on the CPP Portal:

Upload as Under	Details	Supporting Documents (As per)
Packet-1	Bidder's Profile	Annexure-I
Packet-2	Details of Tender Fee and Earnest Money Deposit (EMD), with a self-declaration for accepting the Tender Terms & Conditions mentioned in the tender documents	Annexure-II
Packet-3	A duly completed self-declaration certificate for the Clean Track Record	Annexure-III
Packet-4	The bidder/ firm should have been incorporated/ established at least for a period of five years or more and currently should be in the same business. The time period of 05 years shall be reckoned as on 28.02.2023. Copy of incorporation/ establishment is to be submitted along with the Annexure-IV.	Annexure-IV
Packet-5	Copy of the work orders and the work execution / completion certificate from the client end pertaining to the above-mentioned works are to be submitted along with the Annexure-V	Annexure-V
Packet-6	Average Annual Turnover certificate issued by a Practitioner Chartered Accountant with UDIN should be submitted along with the Annexure-VI.	Annexure-VI

Section-5: Scope of Work

The type of services required for the supply of Books are as under:

SI. No.	Particular
1	Foreign Publication (One or More Copies) Except Society Publication
2	Indian Publication (One or More Copies) Except Textbooks, Government and Society Publication
3	Textbooks (Indian or Foreign)

Section-6: Financial Bid

The Financial Proposal/Commercial bid format (BoQ) is provided as BoQ along with this tender document at https://eprocure.gov.in/eprocure/app

- i. Bidders are advised to download the BoQ.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.
- ii. Bidder shall not tamper/modify the downloaded price bid template (BoQ) in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD (if any) shall be forfeited.
- iii. Bidders are advised to quote the offer (inclusive of all charges and expenditure required to be incurred by the bidder for the required scope of work as per the bid document) excluding applicable taxes. Only taxes as applicable shall be paid extra over and above the quoted rates.
- iv. The payment shall be made as per the financial quotes submitted by the bidder and accepted by the buyer.
- v. No advance payment shall be made to the contractor.
- vi. The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the service.
- vii. If the tax amount is not mentioned separately in the Financial Bid (BOQ), the quoted price will be treated as (inclusive of taxes). No further communication will be entertained later or else the EMD (if any) will be forfeited.
- viii. Bidders are requested to upload the duly filled (BOQ) under the cover-2 on the CPP Portal as mentioned below:

Packet-1: Financial Bids in (BoQ) XLS version Filled with all relevant information.

Section-7: Bid Evaluation

For the purpose of selection of the bidder/bidders, a two-bid system evaluation process will be followed. The response to the tender should be submitted in two parts viz. Technical Bid & Financial Bid. Evaluation will be done strictly on Eligibility Criteria and Technical Specification as mentioned in this tender.

Technical Bid Evaluation: The Technical Evaluation Committee constituted by the NFSU Bhopal Campus shall verify the particulars furnished by the bidder independently and shall examine the bids to confirm that all documents pertaining to the Eligibility Criteria and Technical Criteria have been provided, and shall ascertain the completeness of each document submitted. If any of these documents or information is missing, NFSU Bhopal Campus reserves the right to call upon the missing documents/ Clarification on the submitted documents from the Bidders or reject the bid on account of unresponsive bid and the rejected bids will be ignored for the further evaluation purpose.

Only those bidders who fulfill the minimum eligibility criteria as mentioned in the bid bid will be considered as a technically qualified bidders and only they will be considered for evaluation of the Financial Bid.

Financial Bid Evaluation: Financial bids of the technically qualified bidders will be

opened on a separated date. Only those technically qualified bidders will be empaneled who quoted following Fixed rates of discount on the printed price or catalogue price, whichever is lower (other than Government publications/ Society Publication /short discount books): -

SI. No.	Particular	Fixed Discount %
1	Foreign Publication (One or More Copies)	30%
2	Indian Publication (One or More Copies)	25%
3	Textbooks (Indian or Foreign)	25%

Please Note:

i. NFSU Bhopal Campus may empanel one or more bidders as a Book Supplier.

Section-8: General Terms and Conditions

- **1.** Tender Type: Two-Bid through Online Mode.
- **2.** Bidder: The expression "Bidder" shall mean the Tenderer who submits the tender.
- **3.** Contractor / Service Provider: The expression "Contractor" or "Service Provider" shall mean the bidder selected by the University for the performance of the required services.
- **4. Tender Fee Deposit Details** Tender fee of Rs. 1,180/- (Rupees One Thousand One Hundred Eighty only) inclusive of GST should be submitted preferably in the form Account Payee Demand Draft / Banker's Cheque/ RTGS /NEFT also.

5. Earnest Money Deposit Details:

a. EMD of Rs. 30,000/- (Rupees Thirty Thousand only) should be submitted preferably in the form of Bank Guarantee from any of the Scheduled Banks. However, the bidders may submit the EMD in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque/ or RTGS also.

It is also required to submit Hard EMD on or before closing date of tender.

- Name of beneficiary: National Forensic Sciences University Bhopal Campus
- Address: C/o CFSL Bhopal, Barkheda Bonder, Bhopal, M.P. 462030
- Account No.: 4601000100071752
- Name of the Bank: Punjab National Bank
- Branch Address: GLOBUS GREEN BAY, MUBARAKPUR CHOURAHA MADHYA PRADESH - 462001
- b. Micro and Small Enterprises (MSEs) firms as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or the firms registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy &

Promotion (DIPP) for all these Services/ Items only, are exempted from EMD. However, they have to enclose valid self-attested registration certificate(s) along with the Annexure-III of this tender.

Dated: 26/06/2024

- c. The bidders who seek exemption from EMD as per clause no. 5.b above, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of three years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.
- d. The EMD is to remain valid for a period of forty-five days beyond the final bid validity period.
- e. EMD of all unsuccessful bidders (if any) will be returned after finalization of the tender. EMD of the successful bidder will be returned only after receipt of Security Deposit towards Performance Guarantee as per SI. No. 8.
- f. In case of a successful tenderer, the EMD (if any) may be adjusted towards the Performance Security deposit on request.
- g. The amount of EMD (if any) is liable to be forfeited, if the tenderer withdraws from the offer after submission of the tender or after the acceptance of the offer and fails to remit the Performance Security Deposit.
- h. No interest will be paid on the EMD (if any) / Performance Security deposited / remitted.
- **6. Validity of Bid:** Bid submitted by the bidder shall remain valid for a period of 180 days from the date of opening of bid. The earnest money will be forfeited without any prejudice to any right or remedy, in case the Bidder withdraws his bid during the validity period or in case he changes his offer to his benefits, which are not acceptable to NFSU Bhopal Campus.

7. Award of Contract:

The contract will be awarded to the technically qualified bidder(s) who offers the minimum discount as mentioned in the financial evaluation method.

Please Note: NFSU Bhopal Campus may empanel one or more bidders as a Book Supplier based on the minimum discount offered as mentioned in the bid.

Any effort by a firm to influence NFSU Bhopal Campus in its decision on bid evaluation or placement of Work Order may result in rejection of the firm's bid.

8. Security Deposit (SD):

To ensure due performance of the contract, the Successful bidder (who is awarded the contract) shall submit the Security Deposit (SD) equal to Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque/ Bank Guarantee from any of the Scheduled Banks/ RTGS. The validity of the Security Deposit will be valid for the contract period plus three months.

Performance Security will be refunded to the supplier, after it duly performs and completes the contract/warranty period in all respect.

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Performance Security will be forfeited if the firm fails to perform/abide by any of the terms or conditions of the contract.

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In case, the firm fails to execute the order successfully, within specified delivery period, the same goods/items will be procured from open market and the difference of cost, if any, will be recovered from Performance Security or from pending bill(s) of the defaulting firm or from both in case the recoverable amount exceeds the amount of Performance Security.

In case of non-receipt of Security Deposit within the stipulated time, EMD will be converted into Security Deposit and the balance amount will be recovered from the bill submitted for the payment.

This SD will be refunded without any interest after completion of the Contract. The Contract without Security Deposit will be summarily rejected.

9. Period of Contract:

The contract shall be valid initially for a period of one year from the date of empanelment order issued, which will be reviewed every year based on the performance and deliverables of the selected vendor.

This contract may be extended for a further period of two year (one year at a time) on the same terms & conditions as mentioned in the tender document, provided such requirement of the office persists at that time. Or, may be curtailed in case partial services are required.

The Contract is liable to be terminated at any time before the completion of normal tenure, owing to deficiency in service or substandard quality of services, or any other reason leading to dissatisfaction of the user(s).

10. Placement of Order:

- a) The NFSU Bhopal Campus shall provide equal opportunity to all the empanelled vendors to supply books turn-by-turn based on the availability of the required books with vendor.
- b) NFSU Bhopal Campus will place an enquiry with all empanelled suppliers for the required titles and number of copies of each thereof by email.
- c) As per the provided list of titles, the empanelled vendor has to respond within three working days (Excluding Sundays and Govt. Holidays) only by email with the following details:
 - i. Number of copies available
 - ii. Unit price (in original currency)

However, the vendor cannot claim the right to have supply/purchase order from NFSU Bhopal Campus against the status report of the books sought for.

- d) Any clarification regarding the purchase order should be sought from NFSU Bhopal Campus within two days of receipt of supply/purchase order.
- e) Supply of books has to be made strictly against the supply/purchase order only.
- f) The supply of books will be at the risk of the vendor till its acceptance by NFSU Bhopal Campus.

g) Vendor shall be bound to supply the books as per the supply order, strictly within the prescribed time limits mentioned therein for Indian or imported books, as the case may be.

- h) The vendor has to supply at least 75 percent of the titles mentioned in the supply order, failing which no supply shall be entertained, subject to the final decision of the Competent Authority at the NFSU Bhopal Campus. Non-supply of supply at least 75 percent of the titles mentioned in the supply order next 02 purchase order will not be placed to supplier.
- i) The vendor has to give a certificate that books that could not be supplied are unavailable to their respective publishers/distributors. Any deviation or misinformation shall lead to the blacklisting of the vendor.
- j) Only one bill per supply/purchase order shall be raised by the vendor. In no case, multiple bills shall be accepted by the NFSU Bhopal Campus against a particular supply/purchase order. Publisher's price only shall be charged, and its proof shall be attached with all the bills.
- k) Reserve Bank of India exchange rates shall be applicable to determine the cost of foreign books in the Indian Rupee. If the RBI exchange rates are unavailable for a particular day, then GOC rates for that particular month shall be considered.
- I) The cost of packing, freight charges, loading, unloading, etc., at the ends, are inclusive and shall be borne by the vendor. The vendor shall append the certificate to the bill to the effect that:
 - i. Only original/latest editions of the books have been supplied,
 - ii. The actual publishers' price has been charged.
 - iii. The Indian/low-priced editions of publications (if foreign) are not available in India.
 - iv. The books are not remaindered titles.
 - v. Paperback of hardcover books supplied to the University is not available in India
- m) Unless specified, the latest editions only shall have to be supplied.
- n) If any supplied book does not conform to the specifications mentioned in the supply/purchase order or if the book is not in good condition, the vendor shall have to take back that/those book(s) from LNJN NICFS Library, at his own expenses and replace the same within 15 days, failing which the LNJN NICFS, NFSU Delhi Campus shall not be responsible for such books.
- o) All the payments will be made in Indian Rupees. Payment shall only be released after the supply and acceptance of books by the LNJN NICFS Library.
- p) Security deposit of empanelled vendors shall be returned after the expiry of empanelment period or any time when the request is made by the vendor to LNJN NICFS, NFSU Delhi Campus for withdrawal from the empanelment. However, in case of unsatisfactory performance during empanelment period (or period of supply), security deposit shall be forfeited.

11. Performance Evaluation:

The performance of the Service Provider in compliance with the terms and conditions of the tender document will be reviewed by the Institute on completion of every year.

12. Price: The price quoted by suppliers and accepted by the University are final, and no deviation will be accepted without the University's specific agreement in writing.

Price manipulation, when detected at any stage, the supplier shall be responsible for the same, and the excess amount charged shall have to be refunded in one instalment.

- 13. Specifications: All materials and books and other reading materials shall be, in every aspect according to bibliographic specifications, the description is given in the purchase order and to previously approved supplies (if any). Always supply paperback and the latest edition unless otherwise asked to supply older or any specific editions. It is a supplier responsibility to check and supply the Indian edition/reprint edition. Supplier may consult the Learning Centre beforehand if intend to supply hardback editions if the ordered paperback edition is not available. If the hardback and paperback have the same price, provide the hardback only. In cases where we order hardback edition due to non-availability of paperback/Indian edition, but at the time of supply if the paperback/Indian edition become available in the market, the vendor must promptly update the same to LC and supply cheapest edition book after the confirmation.
- 14. Warranty: Notwithstanding our acceptance, or right of inspection and any other terms and conditions provided in the purchase Order, supplier warrants that all books and other reading materials supplied are free from any defect and that they fully comply with the specification. The PO is issued in reliance on the warranty mentioned above of the supplier. All materials must be in good conditions. In case mutilated, soiled book/s supplied, have to be replaced without charging any extra cost.

15. Delivery Period:

- a) All Indian publications should be delivered within 30 days from the receipt of Purchase Order (PO) unless otherwise a specific period is mentioned in the PO.
- b) All foreign publications should deliver within 56 days from the receipt of PO.
- c) The Vendor shall also be required to provide books for one week when called on urgent basis as and when required.

Note:

- i. Any loss incurred due to the non-supply of books and other reading materials and in time will be to supplier's account.
- ii. We have the options to cancel the order, in case of failure to make delivery in time.
- iii. The ordered books and other reading materials should be delivered at NFSU Bhopal Campus Premises transportation, postal and any other charges, if any, will be borne by the supplier.
- iv. The materials should be securely packed to withstand rigors of rail, road, air or sea transport and avoid breakage and pilferage in transit. Delivery challan/packing slip should be sent along with the materials quoting our order reference.
- **16. Insurance:** All the books and other reading materials must be insured for transit risk on the supplier's account.
- 17. Invoice: A separate invoice shall be issued in duplicate in each purchase order,

with the purchase order number and date stated on the face on the invoices. The invoice should raise in the name of the Director, NFSU Bhopal Campus and send to his official address.

- **18. Payment:** Payment will be made within 30 days after receipt of ordered items in good condition.
- **19. Jurisdiction:** The Courts of Bhopal alone will have the jurisdiction to try any matter, dispute or reference between the parties arriving out of this purchase. It is specifically agreed that no court outside other than Bhopal Court shall have the jurisdiction in the matter.
- **20. Penalty Clause:** Supplying the books and other reading materials within the stipulated time is crucial. If the supplier fails to deliver books and other reading materials as per the committed schedule, an equivalent to 0.50% (point five percentile) of the delayed item value per week or part thereof until actual delivery will be deducted as Liquidated damages. It is subject to a maximum deduction of 10% (ten percentile) of the delayed item value. Once the maximum is reached, the termination of the contract may be considered.
- **21.** NFSU Bhopal Campus reserve the right to cancel and vary the terms & conditions of the PO wholly or in part at any time before it's execution without assigning any reason.
- **22.** NFSU Bhopal Campus has the right to terminate the contract any time without assigning any reason. NFSU Bhopal Campus also has the right to blacklist book vendor/s for future bids in case of non-satisfied performance.
- **23.** No vendor/supplier shall have the sole right to supply books/publications. Notwithstanding the discount rate decided, the Institute shall have the right to procure materials/books directly from other vendors/suppliers/distributors/publishers/e-commerce platform and from anywhere.
- **24.** Where more than one vendor/supplier has been empaneled with the same discount rate/s, orders may be alternatively placed or divided among them. NFSU Bhopal Campus reserves the right to split the order among two or more vendors.
- **25.** If the ordered books not supplied within the stipulated period, 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.

26. OTHER CONDITIONS:

- a. The supplier will verify on the bill that "Certified Publishers Price have been charged & Latest edition has been supplied."
- b. The supplier will supply authenticated publish books only; you will not supply any pirated, duplicate, or photocopy.
- c. The supplier shall have to furnish the price proof with sign and seal of each ordered books and other reading materials whether price printed or not with mentioning item billing numbers along with a latest G.O.C. copy.

d. In cases where you received the order for the books and other reading materials which you are not contractually bound to supply you should inform us within three working days upon receiving such order, and you will not supply such products which are not covered in your contract.

e. As an empanelled vendor you are agreed to supply all publishers' books and no exception will be entertained.

27. Terms & Conditions of Termination:

- 1. The contract may be terminated by serving 30 days' notice, in case the supplier:
 - a. Assigns or sub contracts any of the service without obtaining prior approval of the Competent Authority.
 - b. Violates/ contravenes any of the terms and conditions mentioned herein
 - c. Performance of services is not found satisfactory and does not improve in spite of feedback/request(s)/complaint(s)/reminder(s).
 - d. violates Government or Institute guidelines / Terms of Contract or suppression of fact(s)
 - e. Declared insolvent by a competent court of law.
 - f. Act or action by its personnel that adversely affects the Institute and/or its brand/image/reputation.
- 2. If a Service Provider desires to exit the contract under normal circumstances, 90 days' notice in writing in advance should be submitted by the agency.
- 3. In the event of premature closure of the contract for the reasons as mentioned in Point No.1 above, the security deposit money shall be absolutely forfeited by NFSU Bhopal Campus.
- **28. Force Majeure:** Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other, give a notice of termination.
- **29. Conciliation & Arbitration:** Any dispute, if arises, in connection with the work, shall be tried to be settled mutually by seeking references to conditions in tender documents or prevailing local practices etc., but if not settled mutually, shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 or as amended from time to time. The Venue for such arbitration will be in Bhopal. The award of the Arbitrator shall be final, conclusive and binding on all parties.

Section-9: CHECK LIST OF THE DOCUMENTS TO BE UPLOADED AS MENTIONED IN SECTION-4

4.1: Other Important Documents (OID): To be uploaded as a readable PDF File on the CPP Portal

Upload Under	Details	Supporting Documents	Complied (Yes/No)
Packet-1	Permanent Account Number (PAN)		
Packet-2	GST registration certificate	Self-certified	
Packet-3	Firm establishment / Company incorporation certificate	scanned PDF File	

4.2: Statutory Documents: Cover-1-To be uploaded as a readable PDF File on the CPP Portal

Upload as Under	Details	Supporting Documents (As per)	Complied (Yes/ No)
Packet-1	Bidder's Profile	Annexure-I	
Packet-2	Details of Tender Fees and Earnest Money Deposit (EMD), with a self-declaration for accepting the Tender Terms & Conditions mentioned in the tender documents	Annexure-II	
Packet-3	A duly completed self-declaration certificate for the Clean Track Record	Annexure-III	
Packet-4	The bidder/ firm should have been incorporated/ established at least for a period of five years or more and currently should be in the same business. The time period of 05 years shall be reckoned as on 16.07.2024. Copy of incorporation/ establishment is to be submitted along with the Annexure-V.	Annexure-IV	
Packet-5	Copy of the work orders and the work execution / completion certificate from the client end pertaining to the above-mentioned works are to be submitted along with the Annexure-VI.	Annexure-V	
Packet-6	Average Annual Turnover certificate issued by a Practitioner Chartered Accountant with UDIN should be submitted along with the Annexure-VIII.	Annexure-VI	

Name:		Data
Designation:		Date:
Signature:	Seal	Place:

Annexure-I BIDDER's PROFILE

(On Company/ Firm's Letterhead)

Profile			
Registered Name			
Date of Incorporation / Establishment			
Permanent Account Number (PAN)			
GST Registration Number			
Registered Address			
Postal address for communication			
	Name		
Authorized Cienakom, Debeile	Designation		
Authorized Signatory Details	Email		
	Phone		

Date:

Name:			

Authorized Signatory

Designation:

Signature: Place:

Annexure-II

(Duly sealed and signed certificate on Company/ Firm's Letterhead)

To,

Assistant Registrar (Purchase Section)
National Forensic Sciences University Bhopal Campus,
C/o CFSL Bhopal, Barkheda Bonder,
Bhopal, M.P. - 462030
Ph: 0755-2995274

PII: 0/55-29952/4

Email: – <u>purchase bhopal@nfsu.ac.in</u>

Subject: Details of tender fee & EMD deposited, with a self-declaration for accepting all tender terms and conditions.

Dear Sir,

I/we hereby submit our tender for Empanelment of Book Supplier at NFSU Bhopal Campus along with other required documents.

I/we are enclosed herewith the following towards Earnest Money Deposit:

Particular	Amount	Transaction No & Date	Bank Name	Remarks
Tender Fee	Rs. 1180/-			
Earnest Money Deposit (EMD)	Rs. 30,000			

I/We have gone through all terms and conditions of the tender document also I/We have gone through the corrigendum/ addendum issued (if any) till the Bid Submission close time and date for this tender.

I/We agree to accept all the terms and conditions of the tender document and assure you that I/We will comply with the above referred tender document including instructions, terms & conditions, technical specification stated therein.

Name:		Data
Designation:	Seal	Date:
Signature:		Place:

Annexure-III

SELF-DECLARATION CERTIFICATE FOR THE CLEAN TRACK RECORD

(Duly sealed and signed certificate on Company/ Firm's Letterhead)

I hereby certify that the above firm neither blacklisted by any Central/State Government/Public Undertaking/Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India.

I also certify that the above information is true and correct in all respects and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm will be debarred/blacklisted as decided by the competent authority of NFSU Bhopal Campus, also the EMD/ Performance Security Deposit (if any) shall be forfeited.

In addition to the above, NFSU Bhopal Campus, will not be responsible to pay the bills for any Partial/ Full supply of the items/ services.

Name:		_
		Date:
Designation:	Seal	
	Seal	
Signature:		Place:

Annexure-IV

NUMBER OF YEARS FROM ESTABLISHMENT

The bidder/ firm should have been incorporated/ established at least for a period of 05 years or more and currently should be in the same business.

Sn	Name of firm	Date of Establishment / Incorporation	Number of Years as on 28.02.2023	Remarks
				Copy of incorporation / establishment is to be provided along with this Annexure

Currently the firm is i	n the same business (Yes/N	o):
*Valid Certificate must b	pe submitted.	
Authorized Signatory		
Name:		Data
Designation:	Seal	Date:
Signature:		Place:

Annexure-V

WORK EXPERIENCE

The bidder should have a minimum 5 years of experience as on the bid submission date for book supply to National Level Institutions like IIMs, IITs, NITs, IISc, IIIT, IISERs, NISERs, Central Universities and Government Institutions, Letter of empanelment from at least two institutions mentioned above during five years:

Sn	Name of the Client	Order No.	AMOUNT	Remarks
1.				
2.				Copy of the work orders and the work
3.				execution / completion certificate from the client and
4.				pertaining to the mentioned works are to be submitted.
5.				

Name.		Date
Designation:	Seal	Date:
Signature:		Place:

Annexure-VI

AVERAGE ANNUAL TURNOVER

The bidder's average annual turnover during the last three consecutive financial years i.e. 2019-20, 2020-21 and 2021-22 should not be less than Rs. 10 Lakh (Rupees Ten Lakh only).

Financial Year	CA Certificate with UDIN (Yes/No)	Annual Turnover (Figure in Rs.)	Remarks	
2021-22				
2022-23			Certificate issued by a Practitioner Chartered Accountant with UDIN should be submitted with this Annexure	
2023-24				
AVERAGE ANNUAL TURNOVER:				

Note: The year in which no turnover is shown would also be considered for working out the average.

Name:		Б.
Designation:	Seal	Date:
Signature:		Place: