

Letter No. 1999

Dated: 05.10.23

### 1. Invitation to Tender:

Sealed quotations are invited from reputed publishers or Book Sellers for supply of books for the library of the Institute. Complete Tender Documents containing the Invitation to Tender, Instructions to Tenderers, General Terms and conditions, Application Form and the List of Books to be purchased may be downloaded from the Institute's Website [www.roti.odisha.gov.in](http://www.roti.odisha.gov.in). The last date for submission of quotations is **30.10.23** by 05.00PM through Registered Post/Speed Post/by hand. Institute shall not be held responsible for any postal delay, quotations received after deadline shall be out rightly rejected. The tender shall be opened at **11 A.M.** on dt **31.10.2023** in the presence of the Bidders who may choose to be present in the Mini Conference Hall of ROTI. The Institute reserves the right to accept any or reject any/all tender(s) without assigning any reason thereof. In case of any dispute, the decision of the Director, ROTI shall be final and binding on the Tenderers.

  
Director, ROTI

## INSTRUCTIONS TO TENDERERS

1. The “Tender Documents” comprises of the (a) Invitation to Tender, (b) Instructions to Tenderers, (c) General Terms and conditions, (d) Application of Tender, and (e) the List of Books. On placement order, the supply shall be governed by the ‘Tender Documents’ read as a whole.

### **2. Quotationer to fully understand the stipulations:**

The headings of paras herein are not full exposition of the contents thereof. Tenderer is requested to please go through the Tender Documents completely and thoroughly understand the scope of the Supply & Services and the terms and conditions set out in the Tender Documents. No complaint as to the understanding of anything contained in the Tender Documents by a Tenderer will be entertained at any point of time under any circumstances.

### **3. Obtaining the Tender Documents:**

The detailed ‘Tender Documents’ may be downloaded from the Institute’s website [www.roti.odisha.gov.in](http://www.roti.odisha.gov.in).

### **4. The Important Dates & Events:**

The above relating to this offer are given in the table below.

The Events	The Date & Time
The last date and time of receipt of Tender	..... 5.00 PM on dt. <b>30.10.23</b>
The date & time of opening of the offers received.	..... 11 AM on <b>dt -31.10.23</b>

In the event, any of the above dates is declared a holiday for the Institute, the time remaining the same, the due date will be the following working day.

### **5. Eligibility for submission of Tender:**

A Tenderer must be in the business of supplying books at least for a period of two years. He/She must not have been black-listed by any Library or Organisation by the date of submission of offer.

### **6. Filling up & completing the Tender Documents for Submission:**

- (a) It ought to be appreciated by a Tenderer that providing correct and complete information and furnishing the relevant documents in support of the information furnished are essential.
- (b) Each column/sub column of the Form shall be duly filled in with correct and complete particulars/information.
- (c) No column/sub column shall be left blank. The column/sub column which does not apply or where no particular/information is furnished shall be filled in as “Nil”.

- (d) There should be no eraser or overwriting or correction in any part of the hard copy of the "Tender Documents". Correction, if any, shall be made clearly and legibly and attested by the Tenderer or his Authorised Representative under seal of the Tenderer.
- (e) The hard copy of the "Tender Documents" shall be signed by the Principal Officer the firm or, as the case may be, by a Partner or Proprietor or the Authorized Officer or Power of Attorney Holder and his / her full name and status be stated below the signature under official seal.
- (f) Each page of the "Tender Document" shall also invariably be signed and the seal of the Tenderer affixed on each page.
- (g) Signature only in the "Form of Tender" shall be construed as acceptance of all the stipulations, terms and conditions contained in the "Tender Documents".
- (h) No part of the "Tender Document" shall be detached and retained by the Quotationer.
- (i) The books intended to be purchased by ROTI are listed in a statement called "The List of Books to be Purchased" enclosed as Annexure II.
- (j) The Institute shall not be responsible for delayed submission/receipt of offers for any reason whatsoever. Delayed offers shall not be considered.

## **7. Essentials for submission of Tender:**

- (a) The rates shall always be for latest publication of the book. The Offer for the latest edition shall always be the preferred choice. Therefore, a Tenderer need to ascertain the latest position and offer accordingly.
- (b) A Tenderer need to quote for books which according to him is in print or available in the market or can be arranged to be supplied by him even if out of print so that after the order is placed, no occasion arises for him to say that the book is out of print and cannot be supplied.
- (c) Prices of Indian publications shall be quoted in the INR as usual.
- (d) For a foreign publication purchased or to be purchased by the Supplier from Indian Unit of the foreign publisher of the book, the conversion rate to INR at which such purchase is made shall apply and the INR payable for the pre-discount price of the book in the foreign currency shall be the INR equivalent of the published price of the book; that is to say that the conversion rate as on the purchase made shall apply to supply of books to ROTI.
- (e) Where a foreign publication imported or intended to be supplied on import from a foreign publisher outside the country, the conversion rate to INR at which the purchase is made by the Supplier shall apply and prices in INR paid/ payable to the Tenderer in INR for the pre- discount price of the book in satisfaction of the price in foreign currency shall be the INR equivalent of the published price of the book.
- (f) Pre-discount prices of the books shall be for delivery of the books free of all expenses to ROTI. No expenses or charges thereof will be paid extra.
- (g) A Tenderer shall quote the maximum rate of discount in percentage of the pre-discount price of each book, it may choose to offer.
- (h) Tenderers are requested to submit their firm and final offers.

**8. Submission of Tender Document :**

A Tenderer shall submit his (its) Tender Document (Annexure) by E-mail or in person addressed to "The Director, Revenue Officers' Training Institute, Gothapatana, Bhubaneswar, P.O.-Malipada, Bhubaneswar-751003" shall be sent Regd. Post/Speed Post/by hand so as to be delivered by or before **5 PM** on dt **30.10.2023**.

**8.1. Documents to be submitted along with the offer:**

The Form of Tender along with the Annexure duly completed shall be submitted.

The hard copy of the offer sent by post shall be accompanied by -

(a) A copy of the certificate of incorporation/ registration with Registrar of Firms.

(b) Such document(s) as would evidence the number of years, a Tenderer has been in business.

(c) A self-signed statement that the Tenderer has not been black-listed by any Library or any Educational Institution.

(d) A copy of PAN card of the Tenderer & latest IT Return Copy.

(e) A copy of GSTIN Registration of the Agency/Firm & latest GST Return.

**9. Period of validity of offers for acceptance:**

The offer once submitted shall remain valid for acceptance for a period of <sup>90</sup> days from the date of opening of the tender, as stated above. It shall not be open to a Tenderer to withdraw the tender after submission or vary the rates quoted and/or the terms and condition of offers during this period for any reason under any circumstances.

**10. Rejection of Offer:**

Without prejudice to the right of ROTI to accept any or reject any offer without assigning any reason therefore as stated in the "Invitation to Tender" herein above and subject to the stipulations, as stated otherwise elsewhere in the Tender Documents, non-compliance of any of the conditions herein stated may, at the discretion of ROTI, render an offer liable for rejection.

**11. Opening and Consideration of Tender and placement of order:**

(a) The tender received by E-mail will be opened and downloaded on the date of opening of offer commencing from the time specified for the purpose in presence of authorized Officers. Comparative evaluation of the tenders received by the specified date and time shall be taken up on the basis thereof and later confirmed from the hard copy opened at the date and time also specified above.

(b) Negotiation on any aspect of the offer will not be made ordinarily. In the consideration of ROTI, should there be need for negotiation with any Tenderer, it may be taken up by E-mail. A Quotationer may be required to confirm their position the same day.

(c) On comparative evaluation, a Tenderer shall be chosen on the basis of lowest offer from amongst the offers found suitable. ROTI may accept any offer, it considers best.

(d) The decision of Director, ROTI in the matter of consideration and acceptance/rejection of tender shall be final and binding on all Tenderers. Any complaint, request, etc. in that regard from a Tenderer will not be entertained.

**12. Canvassing strictly prohibited:**

Canvassing in any form whether directly or indirectly, in relation to offer made is strictly prohibited. The offer of a Tenderer who resorts to canvassing will be liable to rejection.

**13. Finality of decision:**

In the event of any dispute in any matter relating to or arising out of acceptance or rejection of any offer and all matter incidental thereto, the decision of the Director, ROTI shall be final and binding on all concerned.

**TERMS & CONDITIONS:**

**1. SCOPE OF SUPPLY:**

The Scope of Supply to be executed shall include—

- (a) supply of the exact titles, covered under the order for supply,
- (b) of latest edition and fine print of the publisher.,
- (c) of specific binding,
- (d) in brand new condition.
- (e) Delivery of the books to the Revenue Officers' Training Institute, Gothapatana, Bhubaneswar solely at Supplier's cost and risk and free of all expenses to ROTI.
- (f) Such other services provided or done by the Supplier, whether herein stipulated or not, yet are essential for effecting the supply or the delivery as above to the satisfaction of ROTI.

**2. SUPPLY & DELIVERY PERIOD:**

For the purpose of supply of the books against order placed, Supplier shall ensure that— (i) the right title confirming to the supply order, and (ii) of latest edition (iii) in brand new condition good for delivery are only selected for supply. Only such books shall be delivered in brand new condition at the Revenue Officers' Training Institute, Gothapatana, Bhubaneswar as promptly as possible and completed in all respects within the period of delivery agreed to by the Supplier as stipulated in the order for supply. However, the books may be duly packed so that no damage or loss of any kind occurs in transit.

As the scope of the supplies include delivery of the books solely at Supplier's cost and risk and free of all expenses to ROTI.

### **3. VERIFICATION & ACCEPTANCE OF BOOKS DELIVERED:**

(a) The books delivered shall be received by the designated official subject to verification. The books which on verification are found to be of the following kind shall not be accepted and accounted for against the order for supply.

(1) The titles not confirming to descriptions and stipulations as per the order of supply.

(2) The books not containing a page(s) or containing cut or torn or damaged or blank or half printed page(s), etc, etc which is not as good as the pages of a new book.

(3) Damaged or old copies of books or those not in brand new conditions or noticed not have been published by the publisher.

(b) The books which are not accepted on verification, as above, shall be taken back and replaced by the Supplier at its cost and risk within 15 days of intimation in that regard to the Supplier.

(c) Failure to take back or arrange to take back the unaccepted books within 21 days of intimation in that regard, the Supplier shall forfeit all its claims in relation to such books.

### **4. BILLING & PAYMENT:**

(a) The Supplier shall bill for the accepted books accordingly as follows.

(i) The books having price thereof printed therein shall be billed at the printed price or the current catalogue price of the Publisher for the book whichever is lower.

(ii) The books not having printed price of the book shall be billed at the pre-discount price of the book at which the Supplier has purchased the same or the current catalogue price of the Publisher for the book which is lower.

(iii) The conversion rate into INR for the book priced in foreign currency shall be the rate at which the book was purchased or paid for by the Supplier on its purchase by him i.e. the conversion rate on the date of purchase or payment by the Supplier.

(iv) Net amount payable in INR shall be arrived at after applying the rate of discount as accepted by ROTI and confirmed to the Supplier in the supply order placed.

(b) Certificates to the effect that "the book(s) covered under this bill/invoice is/are the original print of the publishers and are not remaindered titles" shall be recorded in the bill.

(c) Each bill shall be in Triplicate and each copy appropriately marked as Original or duplicate or triplicate, as the case may be.

(d) The titles in a Bill should be in the same order as listed in the Supply Order.

Further, each Bill shall clearly state— (i) the supply order No. and date, (ii) the number of volumes of the title, (iii) number of copies, the price in foreign currency, (iv) the conversion rate into INR, (v) pre-discount price in INR claimed, (vi) % of discount deducted, (viii) the net amount in INR claimed, etc in respect of each of the titles covered under the bill/invoice. Supplies against different supply orders shall not be clubbed together in one bill.

Each bill must be accompanied by the following documents relating to the titles covered under the bill.

- (i) Copy of the purchase invoice(s) in respect of foreign books (foreign print) whether imported from outside the Country from the Foreign Publishers or purchased in India from the Indian Unit of such Publishers.
- (ii) Copy of proof of catalogue price of the book. Web download may be furnished.
- (iii) Copy of proof of conversion rate at which the Supplier has paid for the book on purchase.

All the documents furnished shall be full and complete copies of their originals and be certified as "True Copy" under the signature and seal of the Supplier. Document tampered in any way will not be accepted.

#### **5. THE CONTRACT & CONTRACT DOCUMENTS:**

The Offer Documents read with the Order placed on a Supplier for purchase from him or supply by him of books as per such order shall be the contract governing the terms and conditions of supply of such books.

  
DIRECTOR

## BIDDER'S COVERING LETTER

From:  
Name:

Complete Postal  
Address:

To  
The Director  
Revenue Officers' training Institute  
Gothapatana, Bhubaneswar

Sub: Submission of Quotation in response to Office Order No.

Sir,

Having read, examined and clearly understood the contents of the complete Tender Documents.

1. I/We hereby offer for supply of books as listed in the Annexure to the Tender Documents on terms and conditions as set out in these Documents.
2. I/We hereby agree to abide by and fulfill all the terms and conditions and provisions set out in the Tender Documents.
3. I/We hereby undertake that I/we have been in business of supply of books for a period of atleast two years and have not been black-listed by any Library or Educational Institution.
4. I/We hereby declare that the information, particulars, etc furnished by me/us are true and correct, the copies of documents furnished are true copies of their originals and that I/We have not suppressed/withheld any material facts, particulars, information, documents, etc.

Yours faithfully,

**NAME & DATED SIGNATURE WITH SEAL OF THE QUOTATIONER**









LIST OF BOOKS TO BE PROCURED			
Sl No.	Title of the Book	Author/Publisher's Address	No. of Copies to be procured
1	G.R.C.O. (Criminal) Vol. I & II)	Orissa Law Reviews	5
2	G.R.C.O. (Civil) Vol. I & II, & III)	Mahendra Kumar Das/Orissa Law Reviews	5
3	Mulla Hindu Law Vol. I & II	S.A. Desai	02 (per volume)
4	Indian Succession Act, 1925		5
5	Indian Contract Act, 1872	Universal Publishing House	5
6	Hindu Adoption & Maintenance Act, 1956	Commercial Law Publisher	5
7	Odisha Municipality Act, 1950		5
8	The Odisha Panchayat Samiti Act, 1959		5
9	The Odisha Gram Panchayat Act, 1954		5
10	PESA Act, 1996		5
11	Odisha Zilla Parishad Act, 1991		5
12	Odisha Municipal Corporation Act, 2003		5
13	The Essential Commodities Act, 1955		5
14	The Dowry Prohibition Act, 1961		5
15	The Narcotics Drug & Psychotropic Substances Act, (NDPS Act) 1985		5
16	Protection of Children from Sexual Offences (POCSO) Act, 2012		5
17	Goods and Services Tax Acts and Rules		2
18	The Patents Act, 1970	Universal Publishing	1
19	Food & Safety Act		5

SI No.	Title of the Book	Author/Publisher's Address	No. of Copies to be procured
20	Intellectual Property Rights Act	V.K. Ahuja/Lexis Nexis	1
21	Consumer Protection Law	S.R. Myneni/Asia Law House	1
22	Sexual harassment of women at work place		1
23	Central Provisions Act		1
24	Sawarkar (Part 1) Echoes from a forgotten past	Vikram Sampath/Penguin Viking	1
25	Sawarkar (Part 2) A contested legacy	Vikram Sampath/Penguin Viking	1
26	Veer Sawarkar : The man who could have prevented partition	Uday Mahurkar & Chirau Pandit/Rupa Publications	1
27	Bruhat Oriya Abhidhan	Baidyanath Padhi/Friends Publication	1
28	Taruna Sabdakosha	Pandit Krushna Chandra Kar/Granthamandir, Cuttack	1
29	Oriya-English Dictionary	Sarbeswar Das/Vidyapuri Publication	1
30	Oxford's English-English-Oriya Dictionary	Oxford University Press	1
31	India that is Bharat	J.Sai Deepak	1
32	India what it can teach us	F.Maxmiller	1
33	Pakistan or Partition of India	Dr. B.R. Ambedkar	1
34	A history of India as it happened	Fran Cots Goutien	1
35	Biography : beyond the blue mountains by life	J R D Tata	1
36	I too had a dream	Verghese Kuran	1
37	Go & Kiss the world	Subroto Bagchi	1
38	Land of Seven Rivers	Sanjeev Sanyal	1
39	Ayodhya	P.V. Narasimha Rao	1

SI No.	Title of the Book	Author/Publisher's Address	No. of Copies to be procured
40	Amrutara Santana	Gopinath Mohanty	1
41	Abichal Bimala	Sachidananda Mishra	1
42	Poverty & unbritish rule in India	Dada Bhai Naroji	1
43	Soft Skills & Personality Development for Life Success	Prashant Sharma/BPB Publications	1
44	The Quality of Leadership	Michael Hansburry/Epitome Books	1
45	Learning how to fly : Life Lessons for the Youth	Dr. A.P.J. Abdul Kalam/Rupa Publications	1
46	Jimmy Corrigan : the smartest kid on earth	Chris Ware	1
47	Cyber laws and cyber crimes	Santosh Kumar/Whitesmann	1
48	Audit & Audit Compliance- AG Audit, Internal Audit, & Local Fund Audit		1
49	Cash Book Maintenance		1
50	Orissa Mutation Manual	G S RAM/OLR	60
51	Orissa Land Reforms Manual	G S RAM/OLR	60
52	Tahasil Accounts Manual	Mahendra Ku. Das	60
53	Odisha Government Land Settlement Manual	OLR	60
54	Orissa Estate Abolition Manual	Susanta Ku. Das/OLR	60
55	Orissa Prevention of Land Encroachment Manual	Susanta Ku. Das/OLR	60
56	Orissa Survey and Settlement Manual		60
57	S.C. & S.T. Manual		60
58	The Right to Fair Compensation and Transparency in Land		60
59	Orissa Consolidation Manual		60

SI No.	Title of the Book	Author/Publisher's Address	No. of Copies to be procured
60	Hindu Succession Act		60
61	Orissa Irrigation Manual		60
62	Orissa Public Demands Recovery Manual		60
63	The Registration Manual		60
64	The Odisha Right to Public Services Manual		60
65	The Stamp Manual		60
66	The Odisha Records Manual		60
67	The Orissa Forest Act, 1972 with The Forest (Conservation) Act, 1980 & The Forest (Conservation) Rules, 2003		60
68	Odisha Service Code		60
69	CCA rules with CCR		60
70	Odisha Government Servants Conduct Rules		60
71	Odisha General Financial Rules Vol. I & II		60
72	Code of Civil Procedure		60
73	Code of Criminal Procedure		60
74	Land Acquisition Manual		60
75	Law of Mines		60
76	Odisha Relief Code		60
77	Consumer Protection Law		1
78	Odisha Forest Conservation Act (with fresh amendments)		1