

CUTTACK MUNICIPAL CORPORATION, CUTTACK
GOVERNMENT OF ODISHA



EXPRESSION OF INTEREST

FOR EMPANELMENT OF VENDORS

**“FOR SUPPLY OF BOOKS & MAGAZINE TO VARIOUS LIBRARIES AND OTHER
DESIGNATED LOCATION UNDER CUTTACK MUNICIPAL CORPORATION,
CUTTACK”**

Office of the Cuttack Municipal Corporation
Biju Bhawan, Choudhary Bazar
Cuttack-753001

DETAILED TENDER CALL NOTICE

EOI Notice No.- 5672

Date: - 12/05/2026

DATE SCHEDULE

1.	The Commissioner, Cuttack Municipal Corporation (CMC) hereby invites Expression of Interest (EOI) from eligible firms/Agencies/Vendors, as per the terms and conditions described elsewhere in this tender document, with requisite financial, managerial and technical expertise and experience for “Empanelment of Vendors for Supply of Books and Magazines to Various Libraries and Other Designated Locations under Cuttack Municipal Corporation, Cuttack” . The interested and eligible Agency/Firms, as specified in Detailed Tender Call Notice (DTCN), may apply for the same in ON-LINE mode. (For details visit https://tendersodisha.gov.in)	
2	Nature of Works	Empanelment of Vendors for Supply of Books and Magazines to Various Libraries and Other Designated Locations under CMC, Cuttack
3	Tender (Bid) Cost	Rs. 7080/- (Including GST); Rupees Seven Thousand Eighty Only (Non-Refundable) Deposited through e-Payment Gateway of Govt. of Odisha.
4	EMD	Rs.50,000/- Rupees fifty thousand only (Refundable) Deposited through e-Payment Gateway of Govt. of Odisha.
5	Availability of bid document in the website	From 05.00 P.M. of 13.05.2026 to 03.06.2026 up to 5:00 P.M.
6	Last date of Pre bid queries	20.05.2026 up to 5.00 P.M.
7	Upload Pre bid queries	22.05.2026 at 5.00 P.M.
8	Last date of online receipt of Bid	03.06.2026 up to 5:00 P.M.
9	Last date of Hardcopy receipt of Bid	04.06.2026 up to 5:00 P.M.
10	Mode of Receipt of Bids	Through Speed Post/ Registered Post (India Post)/Courier and by no other means.
11	Date of opening of Technical Bid	05.06.2026 at 12:00 P.M.
12	Date of Presentation	Date: 08.06.2026 at 3:30 P.M. at Biju Bhawan, Choudhary Bazar, Cuttack-753001(If the time or date is changed, it will be intimated to the participating bidders via email)
13	Date of opening Financial Bid	12.06.2026 at 4:00 P.M.

14	Address for Business query and correspondence	The Commissioner Cuttack Municipal Corporation, Biju Bhawan, Choudhary Bazaar, Cuttack-753001 Website-www.cmccuttack.gov.in E-mail-Id-mccmc@nic.in, cityeng.cmc@gmail.com
15	Contact Person	Asst Commissioner (Library) Cuttack Municipal Corporation Bikash Bhawan, Badambadi, Cuttack-753012,

1. Mode of Submission: Bid documents should be submitted online in **www.tendersodisha.gov.in**
2. The bidders desirous to participate in bidding must possess a compatible Digital Signature Certificate and should follow the changes/modifications/addendum to DTCN if any.
3. Other details can be seen in the bidding documents, which is available in website **www.tendersodisha.gov.in**.
4. Subsequent corrigendum, if required, shall appear in the website.
5. Authority reserves the right to cancel the entire bid process or part of it, at any stage without assigning any reason thereof.
6. Please note that no liability will be accepted for difficulties in, and/or incomplete download of the Tender document.
7. If the bidders have any queries or require clarification regarding this tender, please submit your queries in **mccmc@nic.in**,



Commissioner
Cuttack Municipal Corporation

DISCLAIMER

- a) The information contained in this Expression of Interest (EOI) document and subsequently provided to applicants (firms), whether verbally or in written form, by or on behalf of Cuttack Municipal Corporation (hereinafter referred to as "CMC" or "the Authority") or any of its employees, is provided to applicants on the terms and conditions set out in this EOI and any other terms and conditions as may be specified.
- b) This EOI is not an agreement and is neither an offer nor an invitation by CMC to the prospective applicants or any other person. The purpose of this EOI is to provide interested parties with information that may be useful in the formulation of their application for empanelment.
- c) While due care has been taken in the preparation of this document, CMC does not warrant or make any representation as to the accuracy, reliability, or completeness of the information contained herein. The applicants are advised to conduct their own investigations and analysis and satisfy themselves regarding the completeness and correctness of the information before submitting their applications.
- d) This EOI may not be appropriate for all persons, and it is not possible for the Authority and its employees to consider the objectives, technical expertise, and needs of each party who uses or relies upon this EOI. Applicants are encouraged to conduct their own investigations and analysis, and to check the accuracy, adequacy, correctness, reliability, and completeness of the information provided in this EOI. They should obtain independent advice from appropriate sources as needed. The information provided in this EOI may include interpretations of applicable law. Such information should not be construed as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise of any such interpretation or opinion.
- e) The Authority and its employees or advisors make no representation or warranty and shall not be liable to any person, including any applicant, under any law, statute, rules, or regulations, or under the principles of equity, tort, restitution, or unjust enrichment for any loss, damages, cost, or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, reliability, or completeness of the EOI or any part of it.
- f) The Authority also accepts no liability for any errors, omissions, or inaccuracies resulting from reliance by any applicant on the information contained in this EOI, whether such reliance is due to negligence or otherwise. The Authority reserves the right, at its sole discretion, to update, amend, or supplement the information, assessment, or assumptions contained in this EOI at any time, without prior notice.
- g) The issuance of this EOI does not imply that the Authority is bound to empanel any applicant or to appoint any of the selected applicants. The Authority reserves the right to reject all or any of the proposals without assign

A. OBJECTIVE

Cuttack Municipal Corporation (CMC) has established a modern public library, namely **Biswanath Pandit Central Library**, located at the Old Angul–Puri Bus Stand, with the objective of creating an inclusive, accessible, and community-oriented knowledge hub. In addition, CMC has also developed **nine (9) libraries in various slum areas** to promote reading habits, educational support, and access to information among underprivileged sections of society.

These initiatives aim to strengthen public access to quality reading resources, encourage lifelong learning, and support academic and cultural development across all sections of the community.

The objective of this Expression of Interest (EOI) is to **empanel eligible and experienced book vendors/agencies** for the supply of books and magazines to the Biswanath Pandit Central Library, nine (9) community libraries established in slum areas under CMC and as well as to meet any other requirements of CMC from time to time.

B. SCOPE OF WORK

1. Enquiry on Availability of Books

- i. The CMC may circulate enquiries to all empanelled vendors via email specifying the required titles of books & magazines and number of copies.
- ii. Vendors having the required books in ready stock shall respond within two (02) days of receipt of the enquiry.
- iii. The response shall include details of available titles, number of copies, and unit price, and must be submitted strictly through return email.

2. Order Process

- i. Purchase Orders (P.O.) shall be issued to the empanelled vendor(s) through email.
- ii. Supply of books must be made strictly in accordance with the issued Purchase Order.
- iii. The vendor shall acknowledge receipt of the Purchase Order via email, which shall be treated as acceptance of the order.
- iv. Any clarification regarding the Purchase Order must be sought within **three (03) days** of its receipt.
- v. The vendor shall provide the supply status within **seven (07) days** from the date of the Purchase Order. Failure to do so may result in cancellation of the order and its placement with another empanelled vendor.

3. Supply & Delivery

The empaneled vendor(s) shall be responsible for the supply and delivery of the following materials to the libraries or such other locations as may be specified by CMC, in accordance with the Purchase Orders issued from time to time.

a) Printed Books

- Academic, competitive examination, and reference books
- Fiction and non-fiction titles (including literature, biographies, children's books, etc.)
- Textbooks and general reading materials
- Government publications and reports (if required)
- Any other books, publications, or printed reading materials as per required by CMC from time to time.

b) Religious & Spiritual Books

- Books related to major religions including Hinduism, Islam, Christianity, Buddhism, Jainism, Sikhism, and others
- Holy scriptures, commentaries, and translations (e.g., Vedas, Upanishads, Bhagavad Gita, Quran, Bible, Tripitaka, Guru Granth Sahib, etc.)
- Spiritual, philosophical, and ethical literature
- Books promoting moral values, culture, and interfaith understanding.
- Any other books as may be required by CMC from time to time.

c) Periodicals

- National and international journals
- Magazines (general interest, educational, and subject-specific)
- Newspapers (English, Hindi, Odia, and other languages as required)
- Any other reading materials as may be required by CMC from time to time.

d) Digital & Electronic Resources (if applicable)

- E-books and e-journals (as per pick & choose model with print & download facility)
- Subscription-based online databases.
- Audiobooks and digital learning content.
- Any other reading materials as may be required by CMC from time to time.

e) Educational & Multimedia Materials

- CDs/DVDs (where required)
- Maps, atlases, and charts
- Learning kits for children and special sections
- Any other materials as may be required by CMC from time to time.

ii. Books shall be delivered to the addresses specified by CMC through **Speed Post/Registered Parcel/Courier/Own arrangement**.

iii. All items shall be **new, genuine, and latest editions** unless otherwise specified.

- iv. All delivery charges shall be borne by the vendor. Supply through **V.P.P. (Value Payable Post)** shall not be accepted.
- v. Books shall be supplied **duly packed, labelled, and in good condition**, free from defects or damages.
- vi. The CMC reserves the right to reject any materials found to be damaged, defective, outdated, or not in conformity with the Purchase Order. The vendor shall, at their own cost and risk, promptly take back such rejected items and replace them with acceptable supplies within a period of **7 to 15 days** from the date of intimation, without any additional financial implication to the CMC. In case of failure to comply within the stipulated period, the CMC reserves the right to impose penalties and/or procure the items from alternate sources at the risk and cost of the vendor.
- vii. The supply shall be made on a **free delivery (FOR destination) basis**, without any additional freight charges.
- viii. The latest editions of books must be supplied unless it is specified.
- ix. Paperback editions of books should be supplied unless it is specified.
- x. Indian editions of books should be supplied unless it is specified.
- xi. In case of non-availability of paperback and Indian editions, clarification/permission should be sought, preferably by email, from the CMC, regarding supply of the available editions.
- xii. Each consignment must be accompanied by a **Delivery Challan/Invoice**, clearly indicating:
 - o Title of the book
 - o Author/Publisher
 - o Quantity supplied
 - o Unit price and total price

4. Time Frame for Supply & Cancellation

- i. The vendor shall complete supply within **fifteen (15) days** for Indian and Local publications and **sixty (60) days** for foreign publications from the date of issue of the Purchase Order. However, in urgent cases, delivery may be required within a shorter time frame as specified by CMC.
- ii. In case of delay due to **Out of Print (OOP)** or **Print on Demand (POD)** titles, the vendor must Inform CMC immediately, and Submit documentary proof from the publisher/distributor and obtain prior approval.
- iii. All books must be in **good condition**. Defective/damaged books shall not be accepted and must be replaced within **7-15 days** at no extra cost.

- iv. **Payment Conditions:** Payment shall be processed only after complete and satisfactory supply of all ordered books and magazines. No partial/interim payment shall be made for incomplete or defective supply.

5. Invoicing Procedure

- i. Invoice shall be submitted in **triplicate**.
- ii. The invoice shall be raised in the name of **Commissioner, Cuttack Municipal Corporation (CMC)**.
- iii. The invoice must clearly mention the **Purchase Order Number and Date**.
- iv. Items in the invoice shall strictly follow the sequence of the Purchase Order.
- v. Separate invoices shall be raised for each Purchase Order. Mixing of multiple P.O.s in a single invoice is not permitted.
- vi. Each invoice shall be accompanied by (Mandatory):
 - a) Copy of publisher's/distributor's invoice or printed catalogue (as price proof)
 - b) Currency conversion proof (for foreign publications, if applicable)
 - c) All documents must bear the **seal and authorized signature of the vendor**

6. Price Proof

- i. The vendor shall furnish valid price proof for all supplied books.
- ii. In case of any discrepancy or manipulation in pricing detected at any stage, the vendor shall be liable to refund the excess amount in full.
- iii. Acceptable price proof includes Publisher's invoice or Distributor's invoice or Publisher's price list/catalogue.
- iv. All price proof documents must be duly signed and stamped by the vendor.

7. Currency Exchange Rate (For Foreign Publications)

- i. The invoice shall clearly indicate original price in foreign currency, and Equivalent price in Indian Rupees (INR).
- ii. The applicable exchange rate shall be as per **Government of India Good Office Committee (GOC) norms prevailing on the date of invoicing**.
- iii. The exchange rate applied must be clearly mentioned and supported with documentary proof.

8. Discount

- i. The vendor shall strictly adhere to the **discount rate on MRP** as quoted in the Financial Bid and accepted by CMC. In case of any dispute regarding discount applicability, the decision of CMC shall be **final and binding**.
- ii. The minimum discount rate shall be 20% (twenty percent) on the MRP for all categories of books, magazines, journals, and other publications. Any bid quoting a discount rate below 20% shall be liable for rejection and shall not be considered.
- iii. The vendor shall quote a discount rate of above 20% in the Financial Bid.
- iv. The discount offered by the firms will be valid of 02 (two) year.

C. TERMS AND CONDITIONS

1. The Cuttack Municipal Corporation (CMC) reserves the right to accept or reject any or all EOIs, either in part or in full, without assigning any reason thereof, and its decision in this regard shall be final and binding.
2. CMC reserves the right to relax, amend, modify, or withdraw any of the terms and conditions contained in this EOI document at any stage, without assigning any reason. No queries or representations shall be entertained after submission of the proposal.
3. CMC reserves the right to modify, add, or delete any terms and conditions of the EOI prior to issuance of the Purchase Order, as deemed necessary in the interest of the organization.
4. Conditional proposals, in any form, shall be summarily rejected.
5. CMC reserves the right to include additional vendors in the empaneled list at any stage or to place Purchase Orders with any of the empaneled vendors at its discretion.
6. In case of urgent requirements, CMC may procure books from local vendors, publishers, or online platforms such as Flipkart, Amazon, or other similar sources, without prior notice to empaneled vendors.
7. At any point, if any of the documents furnished by the vendors/suppliers are found to be false, it shall be treated as a breach of the terms of the contract, making the concerned firm liable for legal action, termination of empanelment, and forfeiture of the security deposit.
8. Incomplete forms will not be considered for the empanelment of the vendor.
9. Any Legal disputes that may arise out of the contract shall be subject to the jurisdiction of Court in Cuttack.

10. The Vendor shall deliver the books entirely at their own risk and cost. CMC shall not be liable for any loss, theft, pilferage, damage, or accident occurring during transportation, handling, or delivery of the materials, until the materials are duly received, inspected, and accepted by CMC.
11. The contract shall remain valid for a period of **two (2) years** from the date of execution of the agreement. Subject to satisfactory performance of the service provider, as assessed by the competent authority, the contract may be extended for an additional period of **one (1) year** on the same terms and conditions, or as mutually agreed upon.
12. CMC shall not be bound to issue purchase/work orders to all empaneled vendors. CMC reserves the right to place purchase/work orders with any empaneled vendor(s) at its sole discretion.
13. The bid shall be liable for rejection under the following conditions:
 - i. If the bid form is incomplete, incorrectly filled, or not submitted in the prescribed format.
 - ii. If any false, misleading, or inaccurate information is provided by the bidder. If such information is discovered at any stage, even after award of contract, the contract shall be liable for immediate cancellation without any prior notice, and appropriate action may be taken as per rules.
 - iii. If the bid is received after the stipulated due date and time, the same shall not be considered and will be rejected outright.

D. ELIGIBILITY CRITERIA

Technical Eligibility

1. The bidder shall be a **Proprietorship / Partnership Firm / Company / Registered Bookseller / Publisher / Distributor/ Authorized Dealers**. The firm must be legally registered in Indian Companies or Partnership Act or any other act.
2. The bidder should have **minimum 5 years' experience** in supply of books to Central Government Departments/Any state govt. department /Public Libraries / Educational Institutions / Universities.
3. Preference shall be given to bidders who are members of the "Good Offices Committee" / Federation of Publishers & Booksellers Association of India (FPBAI) or any other recognized national association of booksellers. The bidder must submit valid documentary proof of such membership along with the bid.
4. Additional preference shall be given to bidders who are authorized distributors / dealers of reputed national and international publishers such as **Elsevier, Taylor & Francis, Springer, Wiley, Oxford**

University Press, Cambridge University Press, Pearson, McGraw Hill (MGH), etc. The bidder shall submit valid authorization certificates / dealership letters from the respective publishers as proof.

5. The bidder shall submit an **Affidavit/Undertaking** stating that the firm/agency has not been blacklisted/debarred by any Central Government, State Government, PSU, Any Educational Institutions, Any Universities, Any Public Libraries or Local Authority as on the date of submission of bid.

Financial Eligibility

1. The bidder must have an average annual turnover of at least Rs. 15 lakhs over the last three financial years (i.e., 2022–23, 2023–24, and 2024–25).
2. The bidder must be submitted IT returns for last three financial years (i.e., 2022–23, 2023–24, and 2024–25).
3. The bidder must be submitted PAN and GST.

E. EVALUATION CRITERIA

Technical Evaluation (100 Marks)

1. A Bid Evaluation Committee (BEC) will be constituted by the CMC for the purpose of evaluation the proposals.
2. The BEC shall open & evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria. The Bid Evaluation Committee while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation process is concluded, and the competent authority accepts the recommendations.
3. Agencies may have to make a presentation on its relevant skill, competencies, past experiences including the plan and modalities for the assignment before the Bid Evaluation Committee, which will be evaluated.
4. The Committee shall determine the approach and methodologies for the issues, which may arise during the evaluation exercise and have not been addressed in this RFP. The decision of the Committee shall be final and binding on all the Bidders.
5. A Proposal may be rejected at any stage if it does not respond to important aspects of the DTCN and particular the Terms of Reference or if it fails to achieve the minimum technical score indicated below.

Evaluation Mark Table

Sl. No	Criteria	Marks	Document Required
1	Experience in supply of books to Central Government Departments /Any state govt. department /Public Libraries / Educational Institutions / Universities.	<ul style="list-style-type: none"> • 10 Marks for 1 similar nature of work. • Subsequently 1marks for every additional similar nature of work • Subject to maximum 15 marks 	Work Order/purchase order and completion certificate
2	Total Year of Experience on similar nature of work	<ul style="list-style-type: none"> • 10 marks for at least 5years experience • Subsequently 1 mark for every additional 1 year of experience • Subject to maximum 15 marks 	Work Order/purchase order and completion certificate
3	Minimum Average Turnover of the Agency	<ul style="list-style-type: none"> • Minimum average Annual Turnover of Rs. 15 lakhs during the last three financial years (2022-23,2023-24, and 2024-25): 10 Marks • 1 Marks for every additional INR 5 lakh turnover. • Subject to maximum 15 marks 	Balance Sheet certified by CA
4	If the bidder is a member of the 'Good Offices Committee' / Federation of Publishers & Booksellers Association of India (FPBAI) or any other recognized national association of booksellers.	<ul style="list-style-type: none"> • 5 marks • Maximum 5 Marks 	Valid membership certificate
5	If the bidder is a authorized distributors / dealers of reputed national and international publishers such as Elsevier, Taylor & Francis, Springer, Wiley, Oxford University Press, Cambridge University Press, Pearson, McGraw Hill (MGH), etc.	<ul style="list-style-type: none"> • 5 marks • Maximum 5 Marks 	Valid authorization certificates / dealership letters from the respective publishers
6	Presentation (Approach & Work Plan for Library)	<ul style="list-style-type: none"> • 45 Marks 	
	Total	100 Marks	

*Note: - Minimum Qualifying Technical score 70 Marks

Financial Evaluation

1. Only technically qualified bidders will be considered for financial evaluation.
2. After evaluation of the Financial Bids, L1 shall be determined on an item-wise basis. The bidder offering the highest discount on MRP for each item/title shall be treated as the L1 for that item. Technically qualified bidders shall be empaneled with item-wise L1 rates.

F. SUBMISSION OF PROPOSAL

The proposal shall be submitted in two parts –

Part A - Technical Proposal

Part B - Financial Proposal

1. Technical Proposal should be as per attached format with all relevant/ supporting duly signed documents as mentioned in the EOI document. The detailed format is attached as **Annetxure-A1, A2, A3, A4, & A5**.
2. The technical proposal should be submitted in a sealed envelope with superscription “**Empanelment of Vendors for Supply of Books and Magazines to Various Libraries and Other Designated Locations under Cuttack Municipal Corporation, Cuttack.**”
3. The Applicant’s Name & address shall be mentioned in the left-hand corner of the envelope. The right-hand corner of the envelope shall be addressed to the Commissioner, CMC at the following address.

**The Commissioner,
Cuttack Municipal Corporation,
Biju Bhawan, Choudhary Bazaar,
Cuttack-753001
E-mail Id- mccmc@nic.in**

4. The proposals shall be valid for acceptance by CMC for a period of ninety (90) days from the Bid Due Date.
5. **Proposal Evaluation:** i. Prior to evaluation of proposals submitted, CMC will determine whether each proposal is responsive to the requirements of the EOI. CMC may, in its sole discretion, reject any proposal that is not responsive hereunder. A proposal shall be considered responsive only if:
 - a. Proposal prepared have been as per the format specified in the EOI.
 - b. It is received by the due dates and time stipulated in the EOI including any extension thereof granted by CMC.
 - c. It is accompanied by the Bid Security & Bid Processing Fee as per the provisions of this EOI.
 - d. It contains all the information (complete in all respects) as requested in the RFP.
 - e. It does not contain any condition or qualification and
 - f. It is not non-responsive in terms thereof.

- v. CMC will carry out the evaluation of all responsive proposals in the manner stipulated in the EOI document.
- vi. CMC shall not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process.
- vii. Bidders are advised that, the selection process shall be entirely at the discretion of the CMC. Bidders shall be deemed to have understood and agreed that CMC shall not be required to provide any explanation or justification in respect of any aspect of the selection process or selection.
- viii. Bidders shall be deemed to have understood and agreed that CMC shall not be required to provide any explanation or justification in respect of any aspect of the selection process or selection.
- ix. Any information contained in the Proposal shall not in any way be construed as binding on CMC, its agents, successors or assigns, but shall be binding on the Bidder if the assignment is subsequently awarded to it.
- x. The CMC reserves the right to reject any proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by CMC in respect of such proposals.

6. Bid Security:

- i. A Bid Security of Rs.50,000.00 (Rupees Fifty Thousand Only) Deposited through e-Payment Gateway of Govt. of Odisha. No interest shall be payable by CMC for the sum deposited as Bid Security.
 - ii. Proposals not accompanied by the Bid Security shall be rejected as non-responsive.
 - iii. The Bid Security of the unsuccessful bidders would be returned back within ten days of issuance of work order issue to the successful Bidder.
 - iv. The Bid Security shall be forfeited by the Cuttack Municipal Corporation (CMC) in the following events:
 - a. If the proposal is withdrawn during the validity period or any extension thereof.
 - b. If the proposal is varied or modified in a manner not acceptable to CMC after opening of tender during the validity period or any extension thereof.
 - c. If the Agency tries to influence the evaluation process.
 - d. If the Preferred Agency withdraws his proposal during negotiations.
7. **Bid Processing Fee (Non-Refundable):** All bidders are required to pay INR 7080.00 (Rupees Seven Thousand Eighty Only) towards Bid Processing Fee Deposited through e-Payment Gateway of Govt. of Odisha. The Bid Processing Fee is non-refundable and shall be deposited along with the Technical Proposal.

G. PAYMENT CLAUSE

1. No advance payment shall be made under any circumstances.
2. The Vendor shall submit bills in triplicate for the supplied materials. Payment shall generally be released within **60 (sixty) days** from the date of receipt of the consignment, subject to the following conditions:
 - i. The books and magazines are received in **good condition**;
 - ii. There are **no discrepancies** in quantity, title, edition, or specification;
 - iii. The materials have been **duly verified and accepted** by the competent authority of Cuttack Municipal Corporation.
3. In case of any discrepancy, defect, or damage, payment shall be withheld until the issues are fully resolved to the satisfaction of the Authority.

H. PENALTY CLAUSE

1. The Vendor shall ensure timely supply of books and magazines within the delivery period specified in the Purchase Order.
2. In case of delay in supply beyond the stipulated delivery period, a penalty shall be imposed as follows:**2% (two percent) of the order value per week** or part thereof of delay, Subject to a **maximum of 10% (ten percent)** of the total order value.
3. If the delay exceeds a reasonable period (generally **30 days** beyond the stipulated delivery date), Cuttack Municipal Corporation reserves the right to:
 - i. Cancel the Purchase Order (fully or partially),
 - ii. Procure the items from other empanel vendors.
 - iii. Forfeit the **EMD/Security Deposit**, if applicable.
4. The penalty amount shall be deducted from the pending bills of the Vendor or any other dues payable by Cuttack Municipal Corporation.

G. PERFORMANCE SECURITY DEPOSITE

1. The successful bidders shall deposit a Security for Rs.50,000/- (Rupees Fifty Thousand only) in the form of FD/BG from any scheduled bank in favour of “Commissioner, Cuttack Municipal Corporation, Cuttack” payable at Cuttack. The validity of the FDR/BG shall be equal to or more than the period of the contract plus 60 days.
2. If the vendor withdraws his candidature after the empanelment, the whole performance security deposit will be forfeited.
3. The security deposit shall be refunded by CMC to the contractor after 60 days of the expiry of the contract. The security deposit shall not carry any interest.
4. No vendor/supplier/distributor will be allowed to withdraw the performance security deposit during the period of empanelment.
5. The Security Deposit shall be liable to be forfeited, wholly or partially, at the discretion of Cuttack Municipal Corporation, in the event of the Contractor’s failure to fulfil any of the terms and conditions or obligations under the Contract/Agreement.

H. TERMINATION OF EMPANELMENT

Cuttack Municipal Corporation reserves the right to terminate the empanelment of any vendor at any time, either wholly or partially, under the following conditions:

1. If at any stage it is found that the Vendor has provided **false, misleading, or forged information/documents**, the empanelment shall be terminated immediately.
2. In case of breach of any terms of an agreement on the part of the vendor.
3. If the Vendor becomes insolvent, bankrupt, or goes into liquidation, the empanelment shall be terminated.
4. In case of Repeatedly defaults in complying with purchase orders or instructions.
5. In case of repeatedly supplies substandard, damaged, outdated, or incorrect items.
6. In case of **unsatisfactory performance**, including poor service, non-responsiveness, or inability to meet requirements, the empanelment may be cancelled after due evaluation.

I. FORCE MAJEURE

Should any force majeure circumstances arise, each of the contracting vendors should be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected vendor within fifteen (15) days of its occurrence informs in a written form the other party. Force Majeure shall mean fire, flood, natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lockouts i.e. beyond the control of either party.

J. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the Union of India. The High Court of Orissa at Cuttack shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement.

K. CHECKLIST FOR SUBMISSION

A	Technical Proposal	Format
1	Covering Letter	Annexture-A1
2	Bid Processing Fee (non-refundable) of Rs. 7080/- (Rupees Seven thousand Eighty only)	Fee Deposited through e-Payment Gateway of Govt. of Odisha.
3	Bid Security of Rs.50,000/- (Rupees fifty thousand only)	Fee Deposited through e-Payment Gateway of Govt. of Odisha.
4	PAN	
5	GST	

6	Valid membership certificate of Good Offices Committee' / Federation of Publishers & Booksellers Association of India (FPBAI) or any other recognized national association of booksellers.	
7	Valid authorization certificates / dealership letters from the respective publishers	
8	Signing copy of Tender Document	
9	Provide last 3 years (2022-23,23-24,24-25) turn over certificate duly certified by Chartered Accountant	Annexure-A3
10	Filed IT return of last 3 years (2022-23,23-24,24-25)	
11	Particulars of Bidder	Annexure-A2
12	Details of Experience in supply of books to Central Government Departments /Any state govt. department /Public Libraries / Educational Institutions / Universities.	Work order/Purchase order and completion certificate
13	Power Attorney	Annexure-A4
14	Affi dative/Undertaking for Non-Blacklisting/debarred by any Central Government/State Government/ PSU/Public Library/ Educational Institutions/ Any Universities or Local Authority as on the date of submission of bid.	Annexure-A5

ANNEXURE - A1
COVERING LETTER

(On the Letterhead of the applicant)

To,

**The Commissioner,
Cuttack Municipal Corporation,
Biju Bhawan, Choudhary Bazaar,
Cuttack-753001**

**Sub: EOI For Empanelment of Vendors for Supply of Books and Magazines to Various
Libraries and Other Designated Locations under Cuttack Municipal Corporation,
Cuttack**

Dear Madam/Sir,

Being duly authorised to represent and act on behalf of
(hereinafter referred to as “the Applicant”), and having reviewed and fully understood all of
the Proposal requirements and information provided and collected, the undersigned hereby
submits the Proposal on behalf of _____ (Name of Applicant) for the captioned Project
with the details as per the requirements of the EOI, for your evaluation. We confirm that our
Proposal is valid for a period of 90 days from the last date of submission of proposal.

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained
in our Proposal we hereby represent and confirm that our Proposal is unconditional in all
respects, and we agree to the terms and conditions of the EOI.

We hereby certify and confirm that in the preparation and submission of our Proposal, we
have not acted in concert or in collusion with any other applicant or other person(s) and also
not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

ANNEXURE - A2

Particulars of the Bidder

General Information about the Firm:

- a. Name of Company/Firm/Vendor/Distributor/Publisher/BookSeller:
- b. Legal status (e.g. Incorporated private company, Proprietor, Partnership etc.):
- c. Country of incorporation:
- d. Registered address:
- e. Year of Incorporation:
- f. GST:
- g. PAN:
- h. Member of the 'Good Offices Committee' / Federation of Publishers & Booksellers Association of India (FPBAI) or any other recognized national association of booksellers: Yes/No
- i. An authorized distributors / dealers of reputed national and international publishers such as **Elsevier, Taylor & Francis, Springer, Wiley, Oxford University Press, Cambridge University Press, Pearson, McGraw Hill (MGH)**, etc.: Yes/No
- j. Name, designation, address and phone numbers of contact person of the Bidder:
 - i. Name:
 - ii. Designation:
 - iii. Company:
 - iv. Address:
 - v. Mob. No.:
 - vi. E-mail address:

(Signature, name and designation of the authorized signatory)

For and on behalf of

ANNEXURE- A3

Financial Capacity of the Applicant duly certified by Chartered Accountant

Sl. No.	Financial Year	Annual Turnover
1.	2022-23	
2.	2023-24	
3.	20224-25	
4.	Average	

Certificate from the Statutory Auditor

This is to certify that(name of the Applicant) has received the payments shown above against the respective years on account of professional fees. And the Average Turnover of the Firm from professional fees in the last three years is Rs. (In words)

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorized signatory)

Note: In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

ANNEXURE- A4

Power of Attorney (Sample)

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, Firm and address of the registered office) do hereby constitute, nominate,

Appointment and authorize Mr./Mrs. _____ son/ Daughter/ wife and presently residing at _____, who is presently employed with us and holding the position of _____ as or true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for **Empanelment of Vendors for Supply of Books and Magazines to Various Libraries and Other Designated Locations under Cuttack Municipal Corporation, Cuttack** including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to the Cuttack Municipal Corporation(CMC), representing us in all matters before the CMC, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the CMC in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the **Commissioner, Cuttack Municipal Corporation.**

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL

HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2023

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarized by a notary public.

ANNEXTURE-A5
Undertaking for non-blacklisting

**(On the Stamp Paper of appropriate value in shape of affidavit from the Notary
regarding non-blacklisting)**

I/We hereby undertake that our Firm/Agency/Organization has not been **blacklisted, debarred, or banned** by any Central Government, State Government, Government Department Office, Public Library, Educational Institution, Universities, Local Authority or any Public Sector Undertaking (PSU) at any time in the past. Further, no such proceedings are pending or contemplated against us as on date.

Yours sincerely

Authorised Signature
(In full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

ANNEXURE – B1

FINANCIAL PROPOSAL FORM

To,

**The Commissioner,
Cuttack Municipal Corporation,
Biju Bhawan, Choudhary Bazaar,
Cuttack-753001**

Dear Madam/Sir,

We, the undersigned, offers to provide the services for the assignment of **“Empanelment of Vendors for Supply of Books and Magazines to Various Libraries and Other Designated Locations under Cuttack Municipal Corporation, Cuttack”** in accordance with your Express of Interest (EOI) No. _____ dated _____ and our Financial Proposal.

Please note that the financial proposal does not contain any conditions and is submitted as per the prescribed format. In case of any discrepancy, our firm will be solely responsible for the same.

I agree that this offer shall remain valid for 90 (ninety) days from the bid due date or such further period as may be mutually agreed upon.

Our Financial Proposal is as per below mentioned:

Sl. No.	Description	Minimum Desirable Discount %	Discount (%) offered by the bidders (in Figure)	Discount (%) offered by the bidders (in words)
1	Foreign Publications Books	20	Per Piece	
2	Indian Publications Books	20		
3	Odisha Publication Books	20		
4	Foreign journals	20		
5	Indian journals	20		
6	Competitive Exam Books	20		
7	Religious & Spiritual books	20		
8	Magazine	20		
9	News Paper both English, Hindi & Odiya	20		
10	Digital & Electronic Resources	20		
11	Educational & Multimedia Materials	20		

*Note:

- i. The quoted discount percentage shall remain constant during the entire period of contract.
- ii. The quoted discount must be **inclusive of all charges** such as packing, forwarding, transportation, delivery and etc.
- iii. The minimum discount rate shall be 20% for all types of books and magazines falling which application will not be considered.
- iv. The vendor shall quote a discount rate of 20% above in the Financial Bid.
- v. **GST, if applicable, shall be extra** as per prevailing rates.
- vi. **Item-wise L1** will be determined based on the **highest discount quoted** on MRP for each category/item.
- vii. No conditional bid shall be accepted.

I/We hereby declare that the above rates are **true and correct** and inclusive of all costs except GST. I/We agree to supply the books and magazines at the above quoted discount rates.

Authorized Signatory

Name: _____

Designation: _____

Signature with Seal: _____

Date: _____