

Notice Inviting Tender for  
Subscription of CMIE  
Prowess Database

At

Shri Mata Vaishno Devi University, Katra

Tender No. : SMVDU/SoB/24/527

Tender Issue Date : 13-12-2024

Last Date of Submission : 22-12-2024



**Shri Mata Vaishno Devi University**

Head, School of Business, **University Campus**, Katra, J&K 182320 Telephone: 1991-285524; Ext. **2405/ 2400**;  
E-mail- [hod.business@smvdu.ac.in](mailto:hod.business@smvdu.ac.in) Website: [www.smvdu.ac.in](http://www.smvdu.ac.in)

## **Notice Inviting Tender for subscription of CMIE -Prowess Database at SMVDU,Katra**

Online bids are hereby invited by the undersigned on behalf of the Registrar,SMVDU for subscription of CMIE-Prowess Database for Management for the University as per terms & conditions mentioned below:

1. Instructions to bidders regarding tendering process.
  - i) The interested bidder can download the NIT/bidding document from the website [www.smvdu.ac.in](http://www.smvdu.ac.in)
  - ii) The bidders have to submit their bids from **13-12-2024** to **22-12-2024**. Bids of Bidders shall be opened on **23-12-2024** at **1100 hrs**
  - iii) Bids shall be opened as per schedule mentioned in Part (iii).
  - iv) Before submission of bids, bidders must ensure that copies of all the necessary documents have been attached with the bid.
  - v) The Department will not be responsible for any delay in submission of bids whatsoever reasons may be.
  - vi) All the required information for the bid must be filled carefully.
  - vii) Bidders should submit the copies of cost of documents & EMD as specified in the tender documents.
  - viii) The bidder shall have to deposit Tender fee of Rs. 600/- in the Bank Account No. 0477040100000023 in favour of Registrar SMVDU. The bidder shall have to deposit EMD @ 2% in the University Bank A/c No. SB-0477040520000029, IFSC -JAKA0SMVDUN of J&K Bank Ltd. in favour of Registrar SMVDU which shall be released after successful completion of defect liability period i.e.01 year.
  - ix) The successful bidder shall have to deposit performance security in any of the required forms (CDR/FDR/BG) for an amount equivalent to 3% of the Contract price before award of contract pledged to Registrar, Shri Mata Vaishno Devi University. The performance security shall be released after successful completion of defect liability period i.e. 12 months.
  - x) The bidder is required to submit all the documents at the time of submitting the bid. The bid without documents shall be out rightly rejected. **The quotations should be submitted in sealed cover, addressed to the Registrar, SMVDU super scribing the NIT number & date and due date & time to the Central Dispatch Section, SMVD University, Kakryal, Katra -182320 (J&K)**

- xi) In case of tie, allotment of bids shall be decided in transparent manner as decided by the Competent Authority.

The guidelines for submission of online bid can be downloaded from the website [www.smvdu.ac.in](http://www.smvdu.ac.in)

## 2. General Terms & Conditions:

- A) The BIDS received after this deadline shall not be entertained under any circumstances whatsoever. **The offer submitted by Fax/Email shall not be considered and no correspondence will be entertained in this matter.**
- B) Bid must be in the enclosed prescribed format signed by the Proprietor/Partner/Director or their authorized representative within due date.
- C) Rates must be quoted in **Indian rupees** and as per the format specified taxes extra if any must be written separately.
- D) Rates must be quoted FOR basis (including Freight charges, Insurance, installation etc.)
- E) No overwriting or cutting is permitted in the rate. If found, the quotation shall be summarily rejected.
- F) The rates quoted must be valid for 90 days minimum from the date of opening of the quotation and silence of any tendered on this issue shall be treated as agreed with this condition.
- G) Becoming L1 will not be the criteria for awarding of purchase order unless the rates are reasonable & justified.
- H) RTGS/NEFT details need to be furnished by the supplier with the quotation on the letter head of supplier/firm/agency.
- I) The firm/agency may satisfy the following conditions and attach self-attested copy of the same with the quotation:
- Firm shall be registered with the Government of Jammu & Kashmir / Central Government/ FPBAI.
  - The firm shall have valid GSTIN and IT PAN.
  - Proof of deposition of Earnest Monet Deposit.
  - Tender cost(Receipt mentioned the name of the database for which tender fee was deposited)
  - Affidavit with nomenclature of work for correct information duly signed by the Supplier/Publisher
  - Annual turnover for preceding three FY i.e. 2021-22, 2022-23 & 2023-24 duly certified by the Chartered Accountant.
  - Proof of having supplied similar database/ to the reputed institutes/University, Research institutes etc. in the last three years viz:2021-2022, 2022-2023, 2023-2024
  - Bidders should not been found of any criminal offence by any Court of Law. Signed Affidavit in this regard may be submitted.
  - Compliance with Code of Integrity as specified in the bidding document. An undertaking to be submitted in this regard on Company's Letter head.

- Bidders should not have a conflict of interest in the assignment as specified in the bidding document.
  - Proprietary Certificate to be submitted.
  - **The firm should not be black listed by any Govt. Agency/Dept.**
- J) Bid qualified by such vague and indefinite expressions such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly. Any conditional quotation shall be rejected summarily.
- K) **Delivery Period** –within 30 days from Purchase order.
- L) **Liquidated Damage:** - If the supplier fails to deliver the material on or before the stipulated date, then a penalty at the rate of 1 % per week of the total order value shall be levied subject to maximum of 5% of the total order value.
- M) **Payment Terms: 100% Payment shall be made as per GFR 2017 rule after successful supply, installation training & quality control at SMVDU by the indenter in Indian Currency only.**
- N) **Disputes:** -In the event of any dispute or disagreement arising between the Supplier/Publisher and any other department of SMVDU, Katra with regards to the interpretation of “Terms & Conditions” of this inquiry, the same shall be referred to the Registrar,SMVDU whose decision will be final and binding upon the Supplier/Publisher.
- O) SMVDU, Katra reserves the right to increase or decrease quantity and / or amount of work. Decision of Quantity of material in the SMVDU, Katra will be final in this regard.
- P) SMVDU Katra reserves the right to reject any quotation or part or the whole of inviting quotation process without assigning any reason. Decision of the Registrar, SMVDU will be final in this regard.

### **3. Special Terms &Conditions:**

- A) **Rates must be quoted FOR basis (including Freight charges, GST/ Taxes and Insurance etc.)**
- B) **Rates must be quoted in Indian Rupees Only.**
- C) No overwriting or cutting is permitted in the rate. If found, the quotation shall be summarily rejected.
- D) The rates quoted must be valid for 90 days minimum from the date of opening of the quotation and silence of any tendered on this issue shall be treated as agreed with this condition.
- E) Becoming L1 will not be the criteria for awarding of purchase order unless the rates are reasonable & justified.

Signature \_\_\_\_\_

Encl.: Annexure 1 (Certificate for Price Justification)

Annexure 2 (List of Non-Blacklisting Certificate)

Annexure 3 (Technical Terms & Conditions)

Annexure 4 (Format of price bid)

<b><u>Critical dates of the Tender</u></b>		
<b>S.No</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
.		
1	Publish Date & Time	13-12-2024 ;1200 hrs
2	Bid Submission End Date	22-12-2024; 1500 hrs
3	Bid Opening Date & Time	23-12-2024; 1500 hrs

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**Annexure 1**

**CERTIFICATE OF PRICE JUSTIFICATION**

Inquiry No.:

I/We, M/s. \_\_\_\_\_ certify that

the rates provided are our best rates and we have not given this Database to any Government

Department /PSU/ Institution for lesser than these rates in last one year.

Date: Name :

Place: Business Address :

Signature of Bidder :

Seal of the Bidder :

**Annexure 2**

**NON BLACKLISTING CERTIFICATE**

*[To be submitted on letterhead]*

I/We hereby certify that the [Name of the Supplier/Vendor/Publisher/Distributor] has not been ever blacklisted/debarred by any Central/ State Government / Public Undertaking / Institute /University on any account.

I/We also certify that firm will be supplied the item as per the specification given by SMVDU,Katra and also abide all the terms and conditions stipulated in quotation inquiry.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and SMVDU,Katra may imposed any action as per quotation inquiry rules.

Date: Name :

Place: Business Address :

Signature of Bidder :

Seal of the Bidder :

## Annexure 3

### Technical Terms and Conditions for Database procurement: CMIE Prowess

1. All the E-resources in the databases should be accessible through a single platform with discovery .
2. Vendor should provide two training to users of the University in subscribing year and the resource provider should provide online help screens and/or online user documentation manuals to the users.
3. Access would be provided to the university within 24 Hours of receiving order . Other Terms & Condition will remain as per university norms
4. Subscription duration will be counted from the date of subscription start.
5. Offerings should be fully compatible and accessible on devices like-Smart phones, iPods, Tablets, op, Laptop, and Android and iOS platform.
6. The vendor should notify the user/ department at least 2 months in advance prior to the subscription renewal date.
7. The service provider must train faculty members and research scholars on how to prevent misuse of the e-resources. However the library/University will not be liable for any unauthorized use of the data/information.
8. The database should maintain a minimum of 99.9% uptime and the server should be capable of handling the peak loads without compromising on speed of content delivery.
9. In case of disruption in providing access to e-library for two continuous days or more, the contract period shall be extended for equal number of days.
10. The bidders should provide live Demonstration of their package and the facilities offered to the Tender Committee after opening of technical bid. Four Demonstrations/Training classes will be taken by the supplier within the year at our University.
11. User Manual (soft copy & Hard copy) should be provided by the e-resources package supplier.

#### **18. RESPONSIBILITIES FOR EXECUTION OF Contract:**

The bidder is entirely responsible for the smooth execution of the Contract in all respect whether during Supply/Installation/Commissioning or Warranty Period, as the case may be and shall be lawfully responsible for the supplies and replace such item if it is found that the stores supplied are not in conform the specifications laid down any time during the currency of contract to satisfaction of SMVDU.

In case of non-fulfillment of contract as per terms and conditions stipulated security deposit shall be forfeited, and action as legally deemed fit shall be taken against the Tenderer.

#### **19.DELIVERY SCHEDULE:**

If the Tenderer fail to deliver the stores or any consignment thereof within st ipulated period, SMVDU shall be entitled at its option either:-

To recover from the Supplier Liquidated Damage subject to a maximum of 10% purchase the stores from elsewhere, at the cost and risk of the Supplier. To cancel the Contract or a portion thereof in which case the Security deposit will stand forfeited. The decision of SMVDU in this regard shall be binding the supplier

#### **20. LIQUIDATED DAMAGE:**

In case of late delivery by the Supplier, a compensation of 1% value of Contract shall be levied for every week or part thereof towards delay in completion of Supply/Installation of the Equipment's beyond the stipulated period subject to a maximum of 10%value of Contract. It may be waived by the authority



considering the situation and cause of delay as per request of the supplier.

**21. REMOVAL OR REJECTION:**

Any Stores rejected by Quality Control Officer of SMVDU must be removed by bidder and replacement made **WITHIN SEVEN DAYS** from the date of receipt of such intimation if any at the cost and risk of the contractor otherwise University will not responsible for any damage or theft of rejected items.

**22. INSTALLATION / COMMISSIONING:**

Installation / Commissioning of the Database are the entire responsibility of supplier. These must be installed & commissioned latest within 30 days from the of arrival of Consignment at SMVDU. After successful installation, it will be handed over to the concern officials. Proper training and demonstration for functioning e-Library will be given by the supplier after installation at specified place.

**23. GUARANTEE/WARRANTY & AMC:**

Guarantee/Warranty of the items supplied shall commence from the date of handing over after successful installation & commissioning of the Database supply at SMVDU. **The tenderer shall clearly indicate the period of warranty** The supplier must ensure that in case any complaint lodged by the University for nonfunctional database must be attended by the supplier within 48hours. If the same will not attended the security deposit will be forfeited

**24. TERMS OF PAYMENT:**

100% Payment shall be made as per GFR 2017 rules after successful supply, Installation training & quality control at SMVDU by the indenter in Indian currency only.

**25. INSOLVENCY & BREACH OF CONTRACT:**

In case, the supplier commits any breach of contract, SMVDU may at any time by notice in writing summarily terminate the contract without compensation to the supplier for any reason.

**26. SETTLEMENT OF DISPUTES:**

All disputes or differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of Supply/installation/commissioning or during the warranty period shall be referred by the supplier to the Registrar, SMVDU. The University shall notify decisions thereon in writing within a reasonable time. The decisions of the University authority shall be binding on the supplier.

In case the supplier is not satisfied with the decision of the University on any matters in question, dispute, or difference to be submitted upon shall be referred for decision to the” Executive Council of SMVDU, whose decision shall be final and binding on the supplier.

JURISDICTION: The courts of Jammu only will have jurisdiction to deal with and decide upon any legal dispute whatsoever arising out of this tender.

[On the letterhead of Supplier/Vendor/publisher]

**ANNEXURE “4”**  
**PRICE**  
**BIDFORM**

To,  
Registrar,

SMVDU

Dear Sir,

1. I/We ..... Submit the quotation **AGAINST THE NIT NO.** \_\_\_\_\_ **DATED:** \_\_\_\_\_ for **SUBSCRIPTION OF CMIE -PROWESS DATABASE AT SMVDU**

2. I/We thoroughly examined, understood and accepted terms & conditions given in the enquiry document, failing which my quotation will be rejected out rightly.

3. I/We hereby offer to supply at the following rates.

S. No.	Details of the Item	Quantity	Amount (in Rs.)	GST Rate	GST Amount (in Rs.)	Total Amount inclusive of GST (in Rs.)
1						
2						
3						
4						
	Less: Discount if any					
	Add: Delivery Charges if any					
	Net Amount to be paid in Rs.					
	Delivery Period					

**Note:**

1. The Rates must be quoted in Indian Rupees Only.
2. The bidder must quote their quotation only in above said format on the letter of firm otherwise quotation will be **REJECTED**

Date \_\_\_\_\_

(Name) \_\_\_\_\_

Place \_\_\_\_\_

Name of Firm/Company/Agency \_\_\_\_\_

GSTIN No.: \_\_\_\_\_

Bank Name:- \_\_\_\_\_

Bank Account No.: \_\_\_\_\_

IFSC Code:- \_\_\_\_\_

Branch Name: \_\_\_\_\_

Phone No. \_\_\_\_\_

Email: \_\_\_\_\_

(Signature of Authorized Person) \_\_\_\_\_

Seal: \_\_\_\_\_