



## GLOBAL RE-TENDER ENQUIRY FOR PROCUREMENT OF WEB-BASED PLAGIARISM DETECTION SOFTWARE (PDS)/TOOL AT INFORMATION & LIBRARY NETWORK CENTRE, INFOCITY, GANDHINAGAR

**Tender Ref. No. INF/PUR/RE-GTE/PDS/350/2023**



**Information and Library Network Centre**

सूचना एवं पुस्तकालय नेटवर्क केन्द्र

**An Autonomous Inter-University Centre of UGC**

विश्वविद्यालय अनुदान आयोग का स्वायत्त अंतर विश्वविद्यालय केन्द्र

**Gandhinagar/ गांधीनगर-382007**

**Contact person:**

**(During office hours 09.30 am to 06.00 pm (Mon-Fri))**

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## **Contents of Tender Document**

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Sr. No.	BID-DATA SHEET	
1.	Tender Number	INF/PUR/RE-GTE/PDS/350/2023
2.	Estimated Cost of the Contract per Annum	Rs. 10,00,00,000/- (Including GST)
3.	EMD fees	Rs. 20,00,000/-
4.	Bid validity	120 days
5.	Issue of Tender Forms	Tender Documents can be downloaded from the Centre's website <a href="http://www.inflibnet.ac.in">www.inflibnet.ac.in</a> and Central Public Procurement Portal (CPPP) <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
6.	Tender Document Participation Mode	Online mode on CPPP e-Procurement module

## IMPORTANT DATES

<b>Publish Date</b>	<b>23.06.2023</b>	<b>18:00 Hrs</b>
<b>Document Download / Sale start Date</b>	<b>23.06.2023</b>	<b>18:00 Hrs.</b>
<b>Clarification Seek Start Date</b>	<b>24.06.2023</b>	<b>11:00 Hrs.</b>
<b>Clarification Seek End Date</b>	<b>03.07.2023</b>	<b>18:00 Hrs.</b>
<b>Pre-Bid Meeting Date</b>	<b>05.07.2023</b>	<b>11:00 Hrs.</b>
<b>Bid Submission Start Date</b>	<b>07.07.2023</b>	<b>16:00 Hrs.</b>
<b>Document Download / Sale End Date</b>	<b>18.07.2023</b>	<b>11:00 Hrs</b>
<b>Bid Submission End Date</b>	<b>18.07.2023</b>	<b>11:00 Hrs.</b>
<b>Bid Opening Date</b>	<b>19.07.2023</b>	<b>11:00 Hrs.</b>

## **CHAPTER 1: SCOPE OF WORK**

The scope of the tender is to provide access to web-based plagiarism/similarity detection software across all institutions of higher education in India as detailed below:

<b>Sl. No.</b>	<b>Items</b>	<b>Quantity</b>
1	No of Institutions (approx.)*	1100+
2	No of Documents to be checked	10, 00,000/annum
Cumulative additional requirements for documents as mentioned in the financial quote.		
*New Institution will be added as per the requirement of the INFLIBNET Centre		

The plagiarism/similarity detection software should facilitate easy detection of plagiarised content in the academic and research works including articles in journals and conference proceedings, chapters in books, theses, research reports, assignments, project works, lecture notes, e-text / e-content for MOOCs and LMS, etc. (herein after referred to as “document”) that are supposed to be original. The software/tool should compare submitted documents with database of document maintained by the producers of Plagiarism/similarity Detection Software (PDS) consisting of subscription-based resources and open access resources from primary publishers and aggregators, current and archived Internet web pages and web documents, student paper database, etc. (Hereinafter referred to as “Plagiarism/similarity Checker Database”). The “Plagiarism/similarity Checker Database” may also include newspapers, magazines, electronic books, periodical databases covering popular magazines, MOOCs content, business and professional contents, subject-specific and handbooks and general encyclopaedia, etc.

Interested Bidders should furnish their bids in prescribed format along with detailed specifications of the services (s) offered, catalogues and pamphlets and sample copy of the license agreement. Relevant technical literature and information should also be furnished in along with technical bid.

INFLIBNET Centre may ask Bidder(s) for additional information, demonstration of product or for trial at institutes that are new users for the software for a period of 3-6 Weeks. If product is new for most of the institutions in India and has not been used by large number of institutions (before opening financial bid), firms / companies may be asked to arrange for presentation/discussions with their technical team and to discuss technical features, and verify claims made in Technical Bid documentation. Trial access for a period of 3 to 6 months may have to be given to all / selected institutions for software that is completely new for most institutions in India.

## **CHAPTER 2: GENERAL INSTRUCTIONS FOR BIDDERS**

- 1.1 Bidding Criteria:** The INFLIBNET Centre has set up following bidding criteria for the bidding purpose. The bidder should bid for only one category from indicated below (i, ii & iii):
- i.** In a tender, the Indian local bidder /OEM can bid directly.
  - OR**
  - ii.** The Indian bidder can bid on behalf of the Indian OEM.
  - OR**
  - iii.** The Indian agent on behalf of the Foreign Principal OEM can bid.
- 1.1.1 If the Indian local bidder submit bid directly or an Indian agent submit bid on behalf of the Foreign Principal OEM shall not submit a bid on behalf of another Foreign Principal OEM in the same tender for the same item/product.
- 1.1.2 If the Indian agent submits a bid on behalf of the Foreign Principal OEM, in such cases, the all required documents shall be of Foreign Principal OEM for the processing of bid. In this case, the Foreign Principals and their Agents/ Associates must provide required declarations in Form "Declarations by Agents/ Associates of Foreign Principals" as Annexure-T-XII appended in the tender document. The Special Terms & Conditions/Regulation for Indian Agents/Associates bidding on behalf of the Foreign Principals are mentioned at clause no.1.42
- 1.1.3 All Price shall be quoted in INR only for every category.
- 1.2 Eligibility Criteria:** All the bidders must fulfil the following eligibility criteria (1 to 4) before they apply, falling which their bids will be summarily rejected and will not be considered any further. The bidders meeting the criteria must submit their supporting documents along with the proposal in orderliness on CPP Portal (<https://eprocure.gov.in/eprocure/app>) :
- 1. **Packet-I for EMD Fees.**
  - 2. **Packet-II for Pre-qualification Criteria (Annexure T-I-A) and Mandatory Technical Requirements (Annexure-T-I-B).**
  - 3. **Packet-III Technical Evaluation Data Sheet for QCBS evaluation (Annexure T-II).**
  - 4. **Packet-IV for Financial proposal (BOQ).**
- 1.2.1 No agent will be allowed to represent multiple manufacturers/service providers or quote on their behalf in a tender enquiry.
- 1.3 Contract Period:** The contract will be initially for period of one year, which may be extended up to maximum of further two years, one year at a time by mutual consent of contracting Agency/Firm and the INFLIBNET Centre on same terms, conditions and rates of the original contract, if the performance/ service is found satisfactory at the discretion of INFLIBNET, Gandhinagar. The Centre reserves the right to curtail or extend the validity of contract.
- 1.4 Period of Validity of Offer:**
- a) The Tender document shall be valid for a period of 120 days from the date of opening of Tender.
  - b) Extension of Tender/Bid Validity, if any shall be decided by INFLIBNET Centre.
  - c) Prior to the expiry of the original tender, INFLIBNET may request Bidders to extend the Bid Validity period for a specified additional period.
- 1.5 Availability of the Tender Document:** The Tender Document shall be published on the Central Public e-Procurement Portal. It shall be available for download after the date and time of the start of availability till the deadline for availability. The downloaded Tender Document is free of cost. If the INFLIBNET Centre happens to be closed on the deadline for submitting the bids as specified above, this deadline shall not be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to the contact details as stipulated in the tender document.
- 1.6 Submission of Bid:** INFLIBNET Centre invites online e-Tenders under Two Bid System i.e., Technical Bid (EMD Fee, Annexure-T-I-A and Annexure-T-I-B, Technical Evaluation Data Sheet Annexure T-II for QCBS evaluation.) and Financial Bid (BOQ), in the prescribed Tender Document available on Central Public Procurement Portal (CPPP) (URL: <https://eprocure.gov.in/eprocure/app>) for the above cited subject.

- 1.6.1 The Tender document can be downloaded from Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). Besides, Tender document reference can also be seen at INFLIBNET website (<https://www.inflibnet.ac.in/tenders/>). Prospective Bidders who have not enrolled/registered with aforesaid portal shall have to enrol/register themselves before participating through the website Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). The authorized signatory of the Bidder shall possess Digital Signature Certificate (DSC) for submission of tender documents. The DSC holder/authorized signatory signing the tender shall state in what capacity he is/they are, signing the tender for e.g., as sole proprietor of the firm, or as a Secretary/Manager/Director etc. Bidder must comply with the conditions of the e-Procurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
- 1.6.2 **Any incomplete and conditional bids received shall not be considered and will be summarily rejected in the very first instance without any recourse to the Bidder and shall not be evaluated.** All entries in the bid form should be legible and filled clearly, otherwise the bid is likely to be rejected. If the space for furnishing information is insufficient, a separate sheet duly signed and stamped by the authorized signatory may be attached. The cuttings, if any, in the Bid/ Bid application must be initialled by the person authorized to sign the bid.
- 1.6.3 All the documents, supporting documents mentioned at Annexure T-I-A, Annexure T-I-B, Annexure T-II along with the tender document have to be duly signed and stamped by the authorized signatory and consequently, scanned, encrypted and uploaded in Technical Bid at requisite places in the CPP Portal system (URL: <https://eprocure.gov.in/eprocure/app>).
- 1.6.4 Bids for this tender will be accepted through online mode only. Manual bids will not be accepted under any circumstances.
- 1.6.5 Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.
- 1.6.6 Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the Bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid.
- 1.7 Purchase Preference Policies of the Government:** Any relaxation/exemption/reservation such as MSEs, MII and Start-ups will be as per Government Policies. The Procuring Entity reserves its right to grant preferences to the all the categories mentioned at annexure-II of eligible Bidders under various Government Policies/ Directives. The brief details of relaxation/ exemption/ reservation such as MSEs, MII and Start-ups mentioned in the Appendix -I
- 1.7.1 **In respect of availing the requisite relaxation, the bidder must be the Service provider of the offered services/Product and relevant documentary evidence in this regard shall be uploaded along with the bid.**
- 1.8 The Services are not divisible, and in the procurement of Services will be evaluated on price alone:**
- 1.8.1 Among all qualified bids, the lowest bid shall be termed as L-1. If L 1 is 'Class-I local Bidder', the contract shall be awarded to L-1.
- 1.8.2 If L-1 is not 'Class-I local Bidder', the lowest bidder among the 'Class-I local Bidder' shall be invited to match the L-1 price subject to Class-I local Bidder's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local Bidder' subject to matching the L-1 price.
- 1.8.3 If such lowest eligible 'Class-I local Bidder' fails to match the L-1 price, the 'Class-I local Bidder' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Bidder' within the margin of purchase preference matches the L-1 price, the contracts shall be awarded to the L-1 bidder.
- 1.9 Language of the bid:** Unless otherwise stipulated in the tender document, the bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the INFLIBNET Centre shall be written in English or the Official Language. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the



same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

**1.10 Acquaintance with Local Conditions and Factors:** Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the INFLIBNET Centre shall have no responsibility and shall not entertain any request from the Bidders in this regard.

**1.11 Earnest Money Deposit (EMD):** The interested companies/firms shall submit the Earnest Money Deposit (EMD) of Rs. 20,00,000/- in the form of RTGS/Demand Draft/ Banker's Cheque / Fixed Deposit of any scheduled bank in favour of "INFLIBNET Centre" payable at Gandhinagar. The copy of the EMD submitted shall be attached with the tender document and uploaded on CPP Portal (Packet I). No interest shall be payable by the Institute on EMD. The Bid security is normally to remain valid for a period of forty-five days beyond the final Bid validity period.

1.11.1 In exceptional circumstances, INFLIBNET may solicit firm's consent to extend the period of validity. The request and the response thereto shall be made in writing. The Bid security shall also be suitably extended. Any firm granting the request is not required nor permitted to modify the tender.

1.11.2 **Bank details for RTGS Payment:**

**Account Holder Name: INFLIBNET Centre**

**Bank Name: State Bank of India**

**Branch Name: Infocity Gandhinagar**

**Bank A/c Number: 10298781250**

**IFSC Code: SBIN0012700**

1.11.3 **Exemption in EMD will only be given to Start-ups recognized by DPIIT and Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department. Relevant certificates to claim exemption shall be submitted.**

**1.12 Forfeiture of EMD:** EMD submitted by firms may be forfeited under the following conditions:

1.12.1 Non-acceptance of the work order along with non-compliance of the terms and conditions.

1.12.2 Not furnishing performance security within the stipulated period of time.

1.12.3 Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.

1.12.4 Submitting false/misleading information/declaration/documents/proof/etc.

1.12.5 In the event of the successful Firms/Service Provider failing to comply with any provision of the contract.

1.12.6 The successful Firms, on award of contract/ order must sign the contract in writing, within 30 days of award of contract/order, failing which the payment will not be made.

1.12.7 The decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances. Besides, forfeiture of EMD, the Firms may be even deferred from participating in any job.

**1.13 Performance Security Deposit:** The successful Bidder shall have to deposit a Performance Security Deposit of the 3% of the total amount of estimated tender value immediately on receipt of the LOI/Order in INR only. The performance security deposit will be furnished in the form of Demand draft/ Bank Guarantee/Banker's Cheque/Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" Payable at Gandhinagar. The performance security deposit should be valid for ninety (90) days beyond the date of completion of all contractual obligations.

1.13.1 Indian firm/Agent quoting on behalf of their foreign principal OEM shall be responsible for furnishing performance security (PBG) in INR only for the entire project.

**1.14 Pre-Bid Meeting:** Pre-Bid Meeting will be held offline at the premises of INFLIBNET Centre on 05.07.2023 at 11:00 AM. All such clarifications, together with all details on which the clarification had been sought will be uploaded on the e-Procurement portal. Such clarifications shall form part of the tender document. Only the queries received within the clarification seek end date i.e., 03.07.2023, 18:00 hrs. will be entertained and answered. Bidder can send their queries as per the format prescribed at Annexure T-XI addressed to:

<b>For Technical:</b> Shri Manoj Kumar K., Scientist E (CS) Email: <a href="mailto:shodhshuddhi[at]inflibnet[dot]ac[dot]in">shodhshuddhi[at]inflibnet[dot]ac[dot]in</a> <a href="mailto:manoj[at]inflibnet[dot]ac[dot]in">manoj[at]inflibnet[dot]ac[dot]in</a> Tel: 079-23268220, 23268232	<b>For Commercial:</b> Shri Shyam Yadav, In-Charge (Purchase & Store) Email: <a href="mailto:shyam[at]inflibnet[dot]ac[dot]in">shyam[at]inflibnet[dot]ac[dot]in</a> Tel: 079-23268143
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- 1.14.1 In case, if the pre-bid meeting is convened online, the link for the meeting will be made available on the INFLIBNET website on the day of pre-bid meeting as per the schedule.
- 1.14.2 A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in tender document, provided the questions are raised before the clarification seek end date mentioned in the tender document. This deadline shall not be extended in case of any intervening holidays.
- 1.14.3 If so, indicated herein, Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a Bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained and it shall be assumed that they have no issues regarding the techno/ commercial conditions.
- 1.14.4 **Delegates participating in the Pre-bid conference must provide an authorization letter from their Company/ principals in the prescribed format attached at Annexure T-XI;** else, they shall not be allowed to participate. The pre-bid conference may also be held online at the discretion of the INFLIBNET Centre and if so, the same will be intimated by publishing it on INFLIBNET website under "Tenders" column well in advance.
- 1.14.5 After the Pre-bid conference, Minutes of the Pre-bid conference shall be published on the INFLIBNET Centre's portal and CPP Portal before the bid submission start date. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document.

**1.15 Technical Bid Opening:** The Technical Bids will be opened online on CPP Portal as per schedule indicated in the Tender. The Bidder can view the bid opening event online at their remote end.

**1.16 Clarification of Bids and Shortfall documents:** During the evaluation of Technical or Financial Bids, the INFLIBNET Centre may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date and time. The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such Bidder. Any clarification submitted by a Bidder regarding its Bid that is not in response to a request by the Purchasing Entity shall not be considered.

- 1.16.1 The INFLIBNET Centre reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any Bidder. There is a provision on the CPP Portal for requesting Short-fall documents from the Bidders. The system allows taking the shortfall documents from any Bidders only once after the technical bid opening.

**1.17 Price Bid:** The price/financial bids (BOQ) shall be opened online on the scheduled date and time on CPP Portal. The Price/Financial Bid format (BOQ) is provided in a spread sheet file, which has to be downloaded from <https://eprocure.gov.in/eprocure/app> and the rates offered should be entered in the allotted space and uploaded after filling the relevant columns (such as rates & particulars of the Bidder).

- 1.17.1 The Price Bid/BOQ template should not be modified/replaced by the Bidder; else the Tender submitted is liable to be rejected.
- 1.17.2 Although the software on the Portal may convert quantities/ rates/ amounts in numerical digits in Bids to words, the Bidders are advised to ensure that there is no ambiguity in this regard.
- 1.17.3 Price Bid shall be quoted in INR Only.
- 1.17.4 No Payment will be released in foreign exchange and also no payment shall be made to the foreign principal.



- 1.17.5 The Bidder shall bear all the taxes like IGST, CGST, SGST, Income Tax or any other taxes & duties levied by the Govt. of India as per the existing laws. Statutory deductions such as TDS, GST etc. will be made as per the existing laws.
- 1.17.6 The Indian firm/Agent quoting on behalf of their foreign principal OEM shall be responsible to pay customs duty etc. if any. INFLIBNET Centre is not responsible for any customs related duties or clearances.
- 1.17.7 The price quoted in the BOQ shall be inclusive of all duties, charges including Indian agent's commission/charges.

#### **1.18 Bid Evaluation Criteria & Award Criteria:**

- 1.18.1 After the opening of the technical bids, at the initial stage the evaluation will be based on Pre-Qualification Criteria (EMD fees, Annexure T-I-A and T-I-B).
- 1.18.2 At the second stage, the Technical QCBS score of the bids qualifying at the initial stage will be calculated by the Technical Expert Committee (TEC) as stipulated at Annexure-T II. **Minimum qualifying marks to be obtained in technical bid by a Bidder for opening of financial bids: 70 Marks.**
- 1.18.3 The financial bids of only those Bidders will be opened who have scored minimum qualifying marks i.e., 70 in the previous stage. The list of technically suitable Bidders and date and time of opening of financial bids will be intimated individually to the qualified Bidders well in advance through email and also displayed on the CPPP.
- 1.18.4 **The selection process will be based on Quality and Cost Based Selection (QCBS) formula where 80% weightage will be given to technical evaluation score and 20% weightage to the price bid (BOQ).** The Contract will be awarded to the bid which gets overall highest score after applying the QCBS formula as per the weightage mentioned above.
- 1.18.5 The decision of the TEC shall be final and binding on all participating Bidders.
- 1.18.6 In case, two or more agencies are found to have quoted the same rates, the Competent Authority of INFLIBNET shall decide the Bidder to which the offer shall be granted based on the report of length of experience as mentioned in the submitted documents etc. The decision of the Competent Authority of INFLIBNET shall be final.
- 1.18.7 Evaluation of financial bids shall be based on L-1 to be arrived as overall cost-basis and not based on individual items/services.
- 1.18.8 The Competent Authority of INFLIBNET is not bound to accept the lowest Bidder or any Bidder if any technical discrepancy is found in the tender. The Authority reserves the right of accepting the whole or any part of the tender. The decision of the authority in this regard shall be final and binding on the firm.
- 1.18.9 If any Bidder offers conditional discounts/ rebates in his bid or Suo Moto discounts and rebates after the Bid Opening (technical or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a Bidder does become L-1 without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contract.
- 1.18.10 Evaluation of bids shall include the taxes.
- 1.18.11 Price Negotiation: Usually, there shall be no price negotiations. However, the INFLIBNET Centre reserves its right to negotiate with the which gets overall highest score (H-1) after applying the QCBS formula, who is techno-commercially suitable bidder for supplying bulk quantity and on whom the contract would have been placed but for the decision to negotiate.

**1.19 Right to Vary Quantities at the Time of Award:** At the time of award of contract, the INFLIBNET Centre reserves the right to increase or decrease, without any change in the unit prices or other terms and conditions of the bid and the Tender Document, the quantity originally stipulated in tender document.

**1.20 Contacting INFLIBNET Centre during the evaluation:** From the time of bid submission to awarding the contract, no Bidder shall contact the INFLIBNET Centre on any matter relating to the submitted bid. If a Bidder needs to contact the INFLIBNET Centre for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the INFLIBNET Centre during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

**1.21 Termination of Contract:** INFLIBNET may terminate the order in whole or in part without prejudice to any other remedy or right of claim for breach of contract by giving not less than one month written notice of default sent to

the Agency/Firm. Where a contract terminated by INFLIBNET on account of the default committed by the Agency/Firm, it shall have the right to award the contract to any other Agency/Firm at the cost, risk and responsibilities of contract and excess expenditure incurred on account of this will be recovered by INFLIBNET from the Service Provider's security deposit or pending bill or by raising a separate claim.

#### **1.22 Terms of Payment:**

- 1.22.1 Payment will be done in four (04) instalments on completion of every quarter as per the invoice duly certified by the user. Service provider should submit bills for a quarter with documentary evidence of providing access to plagiarism/similarity detection software. Payment will be done only to the service provider by e-transfer through RTGS/NEFT on submission of bill and scrutinized. The Bidder should provide their bank details duly signed by authorized signatories.
- 1.22.2 Format of invoice is as per INFLIBNET (i.e., Tax invoice as per Service Tax/GST rules clearly indicating Tax registration number, Service Classification, GST number of both parties, rate and amount of Tax shown separately). The terms of such invoice(s) are that they shall be payable as per the rates submitted, negotiated and agreed by both.
- 1.22.3 No claim for interest will be entertained by the Centre in respect of any payment/deport which will be held with the Centre due to dispute between the Centre & Service Provider or due to Admin delay for the reasons beyond the control of the Centre.
- 1.22.4 The Centre will deduct Income tax at source under Section 194-C of Income Tax Act from the renderer at the prevailing rates of such sum as income tax on the income comprised therein. All Taxes per applicable rules at time to time will be deducted at applicable rates from all payments made by INFLIBNET Centre. Necessary TDS certificate will be issued by the Centre.
- 1.22.5 During the currency of the contract, no increase in rates will be allowed.
- 1.22.6 Subject to any deduction which INFLIBNET may be authorized to make under the contract, the Service Provider shall be entitled upon the certificate of the consent Scientist/ In-charge of the project to the effect hereinafter stated payments of Bills shall be made to the Service Provider. The payment shall be made subject to availability of Fund/Grant/Letter of Credit.
- 1.22.7 The final payment shall, however, be made only after adjusting all the dues/claims of the Centre. Centre reserves the right to recover amount paid in excess during the contract from any other work or source after the contract if any found paid excess.
- 1.22.8 No foreign exchange shall be released by INFLIBNET. Payment will be made to the Indian agent only participating on behalf of the foreign principal OEM. The payment will be done in Indian currency only.
- 1.22.9 The Service Provider shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in Contract and a manner as also specified therein.
- 1.22.10 Number of documents required to be checked will be 10 lakh documents per year. The unutilized documents will be carried forward to the upcoming year, appending it to the actual requirement of 10 lakh of that year. The additional requirement of number of documents may vary by up to 20% of the original requirement during the year. Accordingly, the payment for the additional documents will be done on actual utilization.

**1.23 Amendment of Bid Document:** At any time prior to the deadline for submission of proposals, INFLIBNET Centre reserves the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the Centre's website [www.inflibnet.ac.in](http://www.inflibnet.ac.in) and Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>. The Corrigendum shall be binding on all firms/Bidders and will form part of the tender document.

**1.24 Enforcement of Terms:** The failure of either party to enforce at any time, any of the provisions of this contract or any rights in respect thereto or to exercise any option herein provided shall, in no way, be construed to be a waiver to such provisions, rights or options or in any way affect the validity of the contract. The exercise by either party, of any of its rights, herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

**1.25 INFLIBNET Right to reject any of all bids:** The Competent Authority of INFLIBNET reserves the right to reject any bid and to annul the bidding process and reject all bids at any time, without assigning any reason, prior to award of Contract without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) off the grounds for such decision. Any effort by a Bidder or Bidder's agent / consultant or

representative, whosoever described to influence the INFLIBNET/ in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

- 1.25.1 The Competent Authority of the INFLIBNET reserves the right to annul bids or discontinue this tender process, without assigning any reason, at any time prior to signing of agreement with the successful Bidder.
- 1.25.2 By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient with access to any additional information or to update this document or to correct any inaccuracies, therein, which may become apparent, and INFLIBNET reserves the right at any frame of time and without advance notice, to change the procedure for the selection of Agency/Firm.

**1.26 Resolution of dispute amicably/through arbitration:** The law of the land shall govern this contract. Any dispute between the parties arising in connection with the performance of this contract shall be resolved amicably between the representatives nominated by both the parties through the process of negotiation. In case the dispute is not resolved, then it shall be referred to the Competent Authority of the INFLIBNET Centre and the Chief/Authorized Representative of the opposite party for settlement.

- 1.26.1 If the dispute is not resolved, then it shall be referred to the Sole Arbitrator for arbitration proceedings as per the provisions contained in the Indian Arbitration and Conciliation Act, 1996 (as amended from time to time and in force at the time when the reference is made). The Sole Arbitrator shall be appointed with the consent of both the parties. The Sole Arbitrator shall be appointed within a period of 60 days from date of receipt of written notice/demand of appointment of arbitrator from either party. The seat and jurisdiction of the arbitration proceedings shall be at Ahmedabad. The arbitration proceedings shall be in English language. The cost of the arbitration proceedings shall be borne equally by both the parties as per Arbitration rules.
- 1.26.2 If any dispute remains still unsettled, in that case, the same shall be adjudicated by the Courts of Law at Ahmedabad.

**1.27 Code of Integrity:** Procuring authorities as well as Bidders, bidders, Service Providers, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of contract:

- 1.27.1 "Corrupt practice" - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
- 1.27.2 "Fraudulent practice" - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract;
- 1.27.3 "Anti-competitive practice" - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Bidders, with or without the knowledge of the INFLIBNET Centre, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels.

**1.28 Pre-Contract Integrity Agreement between the prospective bidders/ vendors with the buyer Annexure- XIV:**

- 1.28.1 The integrity pact (IP) envisages an agreement between the prospective bidders/ vendors with the buyer committing the persons/ officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders/ vender who are willing to enter into such an integrity pact with the purchase would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. The bidder should give self-declaration certificate for acceptance and compliance with the Integrity Agreement.
- 1.28.2 Any violation of the Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988, and other Financial Rules/Guidelines, etc. as may be applicable to the organization concerned.
- 1.28.3 The integrity pact would be effective from the date of invitation of bids till the complete execution of the contract.
- 1.28.4 **The model format of Integrity Pact (IP) is at Annexure- XIV.**

**1.29 Indemnity Bond:** The Service Provider shall keep INFLIBNET Centre and all officials of this office indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature or kind including costs and expenses, injuries to any person, damages to any property whatsoever, levy of fees or consequences which they may be put to or suffer on account of the services undertaken by the Service Provider. The Service Provider shall also keep the INFLIBNET Centre and all officials of this office indemnified from and against all suits, losses,

claims, demands, proceedings, and liability of any nature brought or instituted against them by any of Service Providers' employees or any other third party in connection with, relating to or arising out of the performance of the services or non-compliance, deficiency, non-implementation of various provisions of statutory requirements.

**1.30 Agreement:** The Agency/Firm will have to enter into a written Tri-Party Agreement with OEM as well as the Authorised Indian Agent and INFLIBNET Centre immediately on intimation of acceptance of order and before initiation of services at the Centre.

**1.31 Splitting of the contract and Curtailment of Work:** The Agency/Firm shall refrain from awarding the services to another Agency/Firm for any particular item and avoid splitting of work in any manner. The Bidder shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.

**1.32 Right to Intellectual Property and confidentiality:**

- The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the INFLIBNET Centre and must not be shared with third parties or reproduced, whether in whole or part, without the INFLIBNET Centre's prior written consent.
- However, Bidders may share these to prepare and submit its bid with its employees, sub-Bidder, or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.
- All documents, data, associated correspondence or other information furnished by or on behalf of the INFLIBNET Centre to the Service Provider, in connection with the contract or during the contract period, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the INFLIBNET Centre and shall not, without the prior written consent of INFLIBNET Centre neither be divulged by the Service Provider to any third party.

**1.33 Permits, Approvals and Licenses:** Whenever the supply of Services/Goods requires that the Service Provider obtain permits, approvals, and licenses from local public authorities, it shall be the Service Provider's sole responsibility to obtain these and keep these current and valid.

**1.34 Penalty, liquidated damages:** If the Service provider fails to provide plagiarism/similarity detection software services to all the institutions within the time period(s) specified in the Lol / Order, INFLIBNET Centre may, without prejudice to its other remedies under the Agreement, levy as penalties, a penalty of 0.5% (half per cent) of the contract value per day for the delay in response time beyond specified time shall be recoverable from the Performance Guarantee. The maximum penalty for warranty failure will be 5% (Five percent) of the contract value during the currency of the contract period. If there is further such delay after reaching this limit, INFLIBNET Centre shall be entitled to encashment of whole of Performance Guarantee Bonds and may terminate the Agreement/Contract.

**1.35 Force Majeure:** On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the INFLIBNET Centre in writing, the Service Provider shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

**1.36 Delivery, Implementation and Monitoring:** The ordered access should be provided within 4 weeks from the date of acceptance of the purchase order.

- 1.36.1 The Plagiarism/similarity Detection Software is proposed to be subscribed across 1100+ institutions in India. The INFLIBNET Centre would be responsible for allocation of users and documents to the institutions based on number of faculty and research scholars. The requisite data and requirements of institutions would be collected and collated by INFLIBNET Centre and based on this data, number of users and number of documents would allocate to respective institutions. Individual institutions, in



turn, would be responsible for creating user's account and for allocating number of documents to them.

- 1.36.2 As such, the providers of plagiarism/similarity detection software are required to create interfaces that facilitate INFLIBNET Centre to allocate users and documents to the institutions and facilitate authorized representatives of institutions to create users and allocate documents to them. Further, this interface should also facilitate creation and users in bulk by uploading a file in CSV Format.
- 1.36.3 After the award of the contract, if the Bidder does not sign the Agreement or fails to furnish the Performance Bank guarantee within two (02) weeks along with the inspection report and working schedule as per the tender requirements and if the trial access (if applicable) is not started within thirty (30) working days after submission of Agreement and Performance Bank Guarantee as mentioned. INFLIBNET reserves the right to cancel the contract and apply all remedies under the terms and conditions of this contract.

**1.37 Institutions already using the same software:** If any Institutions (across 1100+ identified by the Centre) that are already subscribing the same plagiarism/similarity detection software directly or through any other government scheme, if any, and period of subscription is still remaining, then selected service provider is required to do any of the following:

- i) Refund the subscription amount on pro-rata basis to the respective institutes / subscribers.
- ii) Provide additional service, if any, with the mutual consent of the Institutes / subscribers.
- iii) Service provider has to provide the proof for above mentioned settlement.

**1.38 Cost of Bidding:** The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the INFLIBNET Centre may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the INFLIBNET Centre shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender Process.

**1.39 Techno-commercial bid:** "Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the requisite documents in pdf format. Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him. No price details should be given or hinted at in the technical bid. All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The Bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.

**1.40 Clock Synchronization:** The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the Bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular Bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The INFLIBNET Centre shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.

**1.41 Withdrawal:** The Bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn and shall not get opened during the Bid opening. No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the INFLIBNET Centre shall be within its right to enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), in addition to other punitive actions provided in the Tender Document for such misdemeanour.

**1.42 Miscellaneous:**



- 1.42.1 Participation in more than one bid: Participation in any capacity by a Bidder (including the participation of a Bidder as sub-Service Provider in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party.
- 1.42.2 It shall be mandatory for the successful Bidder to be registered on GeM and obtain a unique GeM Seller ID before the placement of LoA or the contract. This ID shall be incorporated in the contract. This is not applicable to those Bidders who are already registered.
- 1.42.3 Technical Presentation: Subsequent to submission of proposals, the eligible service providers may be required to give a detailed technical presentation to the Technical Committee of INFLIBNET.
- 1.42.4 All GOI rules and regulations would apply to Bidder for relaxation/ exemption/ reservation in this bid subject to MSEs, MII and Start-ups.

**1.43 Special Terms & Conditions/Regulation for Indian Agents/Associates bidding on behalf of the Foreign Principals are mentioned:**

- 1.43.1 Wherever the foreign principal desires to involve in this tender process, an Indian Agent/ associate, their dealings shall be regulated. Foreign Principals OEM and their Agents/ Associates must provide required declarations at Annexure T-XII: Declaration by Agents/ Associates of Foreign Principals OEM.
- 1.43.2 The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing them specifically to make an offer in India in response to tender either directly or through the agents/ representatives.
- 1.43.3 Such Agents/ Associates shall provide self-attested documentary evidence about their identity, business details to establish that they are a bonafide business and conform to regulations.
- 1.43.4 The Bidder/ Foreign Principal must commit to submitting after the financial bid opening, due to price-sensitive information, the Agreement between them, including the amount of commission/ remuneration included in the price (s).
- 1.43.5 Confirmation on behalf of the foreign principals that the commission/ remuneration, if any, reserved for Indian Agents/ Associates in the quoted price(s), shall be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.
- 1.43.6 Failure to furnish correct and detailed information shall render Foreign Principal's bid liable to be rejected as non-responsive in addition to other punitive actions against the Foreign Principal and their Indian Agents/ Associates for violation of Code of Integrity as per the Tender Document.
- 1.43.7 **Agency Commission:** The amount of Agency Commission, **(normally not exceeding five percent)** payable to the Indian Agent should not be more than what is specified in the Agency agreement **(a certified copy should be submitted along with the bid)** between the bidder and the Indian Agent. The Indian Agent will be required to submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement. The Purchaser or their authorized agencies and/or any other authority of the Government of India shall have rights to examine the books of the Indian Agent and defects or misrepresentations in respect of the afore indicated confirmation coming to light during such examinations will make the foreign Principal (i.e. the Contractor) and their Indian Agent liable to be banned/suspended from having business dealings with the Purchaser, following laid down procedures for such banning/suspension of business dealings.
- 1.43.8 Copy of agreement, with their foreign principal with the precise relationship between them, their mutual interest and nature of services which would be available from bidding firm from India, shall be submitted along with their tender.
- 1.43.9 The foreign principal OEM should provide technical support after sale services. If any dispute arises between the OEM and Indian agent in connection with the performance of this contract shall be resolved immediately by OEM and Agent. In case the dispute is not resolved, the Centre shall have the right to award the contract to any other Agency/Firm at the cost, risk and responsibilities of contract and excess expenditure incurred on account of this will be recovered by INFLIBNET from the provided security deposit or pending bill or by raising a separate claim.
- 1.43.10 Please submit document mentioning the country of origin of the product and the country from where the service will be provided.

**1.44 Enlistment of Indian Agents:** The following are the mandatory eligibility criteria to submit the bid on behalf of the Foreign Principal/OEM. Failing which, their bids will be summarily rejected and will not be considered any further. All bidding parties must meet the eligibility criteria before they apply for the e-bid through online mode. The Indian Agent bidding on behalf of Foreign Principal must enclose their supporting documents self-attested photocopies (listed below) along with the original technical proposal of OEM.

Mention Page numbers				
Sr. No	Pre-Qualification Criteria	Documents to be provided	Attached (Y/N)	Page No.
01.	The prospective Indian Agent shall be an Indian entity registered and operating in India under appropriate Laws of India.	Registration Certificate of business.		
02.	Indian Agent must have GST registration certificate issued by the Competent Authority	Attested copy of GST registration certificate.		
03.	Indian Agent must have PAN/TAN/GIR card.	Attested copy of PAN/GIR/TAN Card		
04.	Bid form	Annexure T-IV [On the letterhead of the Supplier]		
05.	Declaration of Indian Agent	Annexure T-V [On the letterhead of the Supplier]		
06.	Declaration of blacklisting/non-blacklisting	Annexure-T-VI [On the letterhead of the Supplier]		
07.	Details of Firm's Experience of similar services	Annexure T-VII [On the letterhead of the Supplier]		
08.	Authorization for attending pre-bid conference	Annexure T-XI [On the letterhead of the Supplier]		

- Please use a separate sheet for providing complete information, if necessary.

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

**The following terms & conditions shall be applicable for local supplier. Foreign principal and Indian agent who submits the bid on behalf of the Foreign Principal/OEM exemption of MSEs or Start-up shall not be applicable.**

### **1. Purchase Preference Policies of the Government**

The Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

- 1) Class I Local Bidders under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
- 2) Bidders from Micro or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- 3) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or
- 4) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the tender document.

#### **1.1 Make in India Order**

Orders issued by the Government of India regarding eligibility to participate and for purchase preference to "Local Bidders" to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement, as detailed below.

##### **1.1.1 Categories of Local Bidders**

Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

- 5) 'Class-I local Supplier' with local content equal to or more than 50% if not prescribed.
- 6) 'Class-II local Supplier' with local content equal to or more than 20% but less than 50%.
- 7) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.

##### **1.1.2 Eligibility Restrictions based on Reciprocity.**

If so stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

##### **1.1.3 Thresholds**

- 8) Following thresholds shall be as follows:
  - (a) Local content for eligibility for Class-I; Class-II local Bidders and Non-local Bidders shall be 50% and above; 20% and above but less than 50%; and less than 20%, respectively.
  - (b) The margin for purchase preference shall be 20% for Class I local supplier.

##### **1.1.2 Purchase preference to Class-I local Bidders**

- 9) For goods and works where the Goods are not divisible, and in the procurement of services where the bid is evaluated on price alone:
  - (a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract shall be awarded to L-1.
  - (b) If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.

- (c) If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.

#### **1.1.2 Verification of local content and violations:**

- 10) The 'Class-I local Supplier'/'Class-II local Supplier' at the time of tender, bidding, or solicitation shall be required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local Supplier'/'Class-II local Supplier', as the case may be.
- 11) In cases of procurement for a tender value of Rs. 10 crores or higher, the 'Class-I local Supplier'/'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.
- 12) Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

#### **1.1.3 Information to be provided by Bidders regarding Make in India policy**

Bidder shall provide required self-declaration as detailed in Form 1.2 – Eligibility Declarations:

- 13) If the Tender Document indicates countries identified as not allowing Indian companies to participate in their Government procurement, then a declaration that they are not an 'Entity' of such countries (as per criteria of the FDI Policy of DPIIT as amended from time to time) and are therefore eligible to participate in this tender.
- 14) If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof.

### **1.2 Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)**

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

#### **1.2.1 Registration of MSEs**

- 1) MSEs interested in availing such benefits must enclose in Form 1.2 with their offer the Udyam Registration Certificate with the Udyam Registration Number as proof of their being MSE registered on the Udyam Registration Portal. The certificate shall be of latest but before the deadline for the bid submission.

#### **1.2.2 Support to MSEs**

- a) MSEs shall be exempted from payment of Earnest Money. (The bidder shall be required only to submit Bid Security Declaration)

#### **1.2.3 Purchase Preference to MSEs**

The Procuring Entity reserves its option to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded total quantity being procured if they agree to match the L-1 price.

### **1.3 Support to Start-up Enterprises**

#### **1.3.1 Definition of Start-up Enterprises**

- 1) As defined by DPIIT, an entity shall be considered as a 'Start-up':
- (a) Upto a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under

- section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and
- (b) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and
  - (c) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.
- 2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.
- 3) A Start-up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

### 1.3.2 Support to Start-ups

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

- 15) **Exemption from submission of Bid Security:** Such Start-ups shall be exempted from payment of Earnest Money. They shall be required only to submit Bid Security Declaration.
- 16) **Relaxation in Prior Turnover and Experience:** The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final.

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

INFLIBNET



**सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre**  
(Tender No. INF/PUR/RE-GTE/PDS/350/2023)

## Annexure T-I-A

**Pre-Qualification Criteria**

Mention Page numbers

Sr. No	Pre-Qualification Criteria	Documents to be provided	Attached (Y/N)	Page No.
01.	The prospective Bidder/Bidder's agent shall be an Indian entity registered and operating in India under appropriate Laws of India. The Bidder/Bidder's agent should be operating in India for at least 05 years.	Registration Certificate of business.		
02.	The prospective Indian Bidder/Indian Agent on behalf of Foreign Principal/OEM must have successfully completed orders /contracts of 10 Crores during last three (3) financial years (FY) (2020-21, 2021-22 & 2022-23) as defined in the scope of work mentioned in the tender document or similar services like subscription to e-Resources/ Academic Software Services	Certified documents of Work orders/completion certificate in support of past contracts		
03.	Bidder must have GST registration certificate issued by the Competent Authority	Attested copy of GST registration certificate.		
04.	Bidder must have PAN/TAN/GIR card.	Attested copy of PAN/GIR/TAN Card		
05.	Mandatory Technical Requirement	Annexure T-I-B [On the letterhead of the Bidder]		
06.	Technical Evaluation Data Sheet	Annexure T-II [On the letterhead of the Bidder]		
07.	Bidder's Details	Annexure T-III [On the letterhead of the Bidder]		
08.	Bid form	Annexure T-IV [On the letterhead of the Bidder]		
09.	Declaration of Bidder	Annexure T-V [On the letterhead of the Bidder]		
10.	Declaration of blacklisting/non-blacklisting	Annexure T-VI [On the letterhead of the Bidder]		
11.	Details of Firm's Experience of similar services	Annexure T-VII [On the letterhead of the Bidder]		
12.	The Bidder should have an average annual financial turnover of at least 50% of the estimated cost similar to those as defined in the scope of work mentioned in the tender document or similar services like subscription to e-Resources/ Academic Software Services during the last three financial (FY) (2020-21, 2021-22 & 2022-23).	Annexure T-VIII [On the letterhead of the Bidder] The annexure must be signed and stamped by the Chartered Accountant of a registered Firm. Turnover certificate issued by the statutory auditor of the company		
13.	Financial Turnover of OEM	Annexure T-IX [On the letterhead of the OEM] The annexure must be signed and stamped by the Chartered Accountant of a registered Firm. Turnover certificate issued by the statutory auditor of the company		

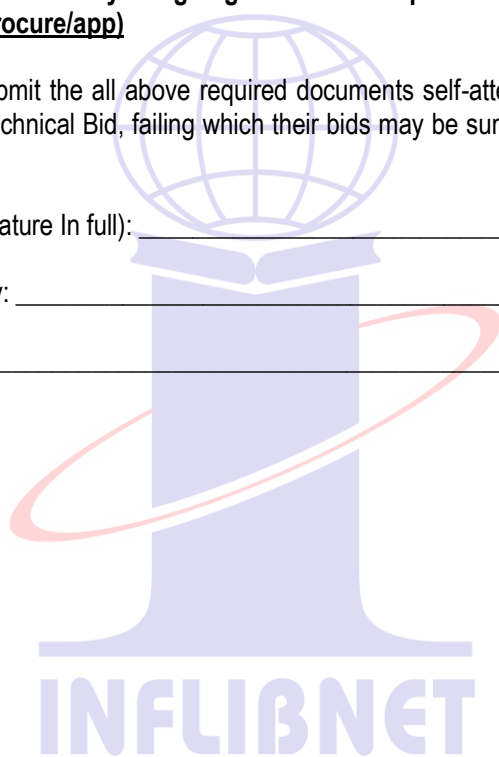
14.	Bid Security Declaration form (in case of MSME/MSE/Start-up)	Annexure T-X [On the letterhead of the Bidder]		
15.	Authorization for attending pre-bid conference	Annexure T-XI [On the letterhead of the Bidder]		
16.	Declaration by Agents/Associates of foreign principals	Annexure T-XII [On the letterhead of the Bidder]		
17.	OEM's Authorization Form	Annexure T-XIII [On the letterhead of the OEM]		
18.	Annexure- XIV – Pre Contract Integrity Pact	Annexure T-XIV [On the letterhead of the Bidder]		
19.	Certificate for verification of local content (in %) of software/product	[On the letterhead of the OEM]		

- Please use separate sheet for providing complete information, if necessary.
- **While evaluating bids, the document required against above eligibility criteria shall be provided as per this tender as Annexures. Firm shall self-certify each page of the tender document in token of its understanding / acceptance by signing it and upload the same on CPP Portal (<https://eprocure.gov.in/eprocure/app>)**
- The Bidder is required to submit the all above required documents self-attested photocopies of the respective documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered.

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_



## Mandatory Technical Requirements

### Annexure-T-I B

The PDS should meet all following mandatory technical requirement to qualify for the next level of evaluation. The details will be asked in T-II for marks and weightage.

\* Name of the Product and HSN Code (if any) to be mentioned.

Sl. No.	<b>Mandatory Requirement (Technical)</b> (All fields to be filled and kindly attach the list wherever required)	Yes/No	Attached Documents Page No.
1	Is the software used in at least 10 countries across the globe? <b>OR</b> Does the software been used in at least 100 sites in India during the last three years?		
2	Does the software is used in at least 1000 sites across globe?		
3	Does the Interface support uploading multiple documents for checking through interface along with support of compressed file upload?		
4	Does your PDS support at least five file types (i.e. PDF, MS Word, Word XML, WordPerfect, PostScript, TIFF, HTML, RTF, Open Office (ODT), MS excel & power point and plain text)?		
5	Does your interface support uploading Document file size of at-least 5 MB?		
6	Does your PDS check Plagiarism Checker Database of subscribed and open access peer reviewed scholarly journals?		
7	Does your system provide interface for user creation and management?		
8	Does your PDS generate similarity report with percentage, highlights for similarity, charts etc.?		
9	Whether your PDS has scalable to meet requirement (documents and users) as mentioned in scope of work?		

**Above Sr. No. 1 & 2 of Mandatory Requirement (Technical) Annexure- T-1 B may be relaxed for Experience Criteria to Indian Local Bidders as per Govt. of India norms.**

**Foreign principal and Indian agent who submits the bid on behalf of the Foreign Principal/OEM exemption of MII, MSEs or Start-up shall not be applicable.**

All documents required as mentioned in Annexure-T-I-A & T-I-B with self-attested photocopies and also some documents required on company original letter head. While evaluating bids, the document required against above eligibility criteria shall be provided as per this tender as Annexures. Firm shall self-certify each page of the tender document in token of its understanding/acceptance by signing it.

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

**Technical Evaluation Data Sheet****सूचना एवं पुस्तकालय नेटवर्क केन्द्र/ Information and Library Network Centre****(NO.INF/PUR/PDS/2023-24)**

[On the original letterhead of the Bidder]

Evaluation Sheet: Document handling, Plagiarism/similarity Checker Database, Quality of Plagiarism/similarity Testing &amp; Reports, Web Management, Misc/Other

Section	Properties	Weightage
Part – A	Document Handling	05%
Part – B	Plagiarism/similarity Checker Database	50%
Part – C	Quality of Plagiarism/similarity Testing & Reports	35%
Part – D	Web Management	05%
Part – E	Misc/Others	05%

**PART-A**

Document Handling (Total 100 Marks) (Weightage: 05%)				
Sl. No.	Technical Evaluation Criteria	Response	Max. Marks	Calculation Metrics (Multiplying Factor)
1	Maximum size of documents that can be submitted at a time (number of characters and number of pages) 1 A4 size page = ~ 3,000 Characters	_____ Characters _____ Pages	10	More than 200 pages - 1 More than 100 pages - 0.5 More than 50 pages - 0.25 Less than 50 pages – 0
2	Maximum file size of documents that can be submitted (in MB)	_____ MB	10	More than 50 MB - 1 10 to 49 MB - 0.5 5 to 9 MB - 0.25
3	Maximum number of documents (uncompressed) that can be submitted by the users at single instance		10	More than 10 documents - 1 6 to 10 documents - 0.5 2 to 5 documents - 0.25 Less than 2 document – 0
4	Support for multiple file types (PDF, MS Word, Open Office (ODT), RTF, Latex, Word XML, WordPerfect, PostScript, TIFF, HTML, and plain text)		40	
	i. PDF	(Yes / No)	4	Yes - 1 No - 0
	ii. MS Word (.docx and .doc)	(Yes / No)	4	Yes - 1 No - 0
	iii. Open Office (.odt)	(Yes / No)	4	Yes - 1 No - 0

	iv. RTF	(Yes / No)	4	Yes - 1 No - 0
	v. Latex	(Yes / No)	2	Yes - 1 No - 0
	vi. Word XML	(Yes / No)	2	Yes - 1 No - 0
	vii. Plain text	(Yes / No)	4	Yes - 1 No - 0
	viii. Postscript	(Yes / No)	4	Yes - 1 No - 0
	ix. HTML/HTM	(Yes / No)	4	Yes - 1 No - 0
	x. TIFF	(Yes / No)	2	Yes - 1 No - 0
	xi. WordPerfect	(Yes / No)	2	Yes - 1 No - 0
	xii. MS Power Point (ppt/pptx)	(Yes / No)	2	Yes - 1 No - 0
	xiii. MS Excel (xls/ xlsx)	(Yes / No)	2	Yes - 1 No - 0
5	Support for regional languages listed in Eighth Schedule to the Constitution of India		25	
	(i) No. of languages supported	List of languages supported	10	>= 15 languages- 1 >= 10 languages-0.75 >=5 languages - 0.5 >=2 languages - 0.25 < 2 languages- 0
	(ii)No. of unique font name supported languages mentioned in 5. (i)	List languages and font name supported	15	>= 15 fonts- 1 >= 10 fonts- 0.75 >=5 fonts - 0.5 >=2 fonts- 0.25 < 2 fonts - 0
6	Does your software detect and convert scanned PDF or TIFF document to OCR document automatically?	(Yes / No)	5	Yes - 1 No - 0

### **PART-B**

<b>Plagiarism/similarity Checker Database (Total 100 Marks) (Weightage: 50%)</b> <b>Scholarly Resources: Journals, Books, Conference Proceedings, Technical Reports, Students Papers, e-Modules, Newspapers, etc.</b> (To be calculated using Normalization Method) Provide Supporting Documents for all technical evaluation criteria.			
Sl. No.	Technical Evaluation Criteria	Maximum Marks	Mentioned in Numbers only



<b>1</b>	<b>Subscribed Content indexed in Database</b>	<b>40</b>	<b>-</b>
1.1	Total No. of Documents/articles	15	
1.2	No. of Publishers covered	5	
1.3	No. of Journals covered	10	
1.4	No. of Conference Proceedings covered	4	
1.5	No. of e-Books covered	4	
1.6	No. of Audios/Videos/Images covered	2	
<b>2</b>	<b>Open Access Content indexed in Database</b>	<b>20</b>	<b>-</b>
2.1	Total No. of Documents/articles	8	
2.2	No. of Publishers covered	2	
2.3	No. of Journals covered	5	
2.4	No. of Conference Proceedings covered	2	
2.5	No. of e-Books covered	2	
2.6	No. of Audios/Videos/Images covered	1	
<b>3</b>	<b>Academic IRs / Databases</b>	<b>10</b>	<b>-</b>
3.1	No. of Institutional Repositories	2	
3.2	No. of e-Content / MOOCs Repositories	1	
3.3	No. of documents indexed from Institutional Repositories	2	
3.4	No. of documents indexed from Shodhganga Repository	3	
3.5	No. of documents indexed from e-Content / MOOCs Repositories	2	
<b>4</b>	<b>Other Databases / Web Pages / APIs</b>	<b>15</b>	<b>-</b>
4.1	No. of Documents indexed from Aggregator's Database (Open Access / Subscribed) (e.g., Project Gutenberg, HathiTrust, etc.)	2	
4.2	No. of Newspapers documents indexed	4	
4.3	No. of Documents submitted by the subscribed users (including students, faculty, etc.)	3	
4.4	No. of web pages indexed in Plagiarism/similarity Checker Database (excluding Real-Time Search Engine API such as, Bing, Google, Yahoo, or any third-party search engine etc.)	5	
4.5	No. of Real-Time Search Engine API integrated with PDS	1	
<b>5</b>	<b>Content in Indian Regional Official Languages and Others</b>	<b>8</b>	<b>-</b>

5.1	No. of Indian Regional Official Languages Documents indexed in Plagiarism/similarity Checker Database	4	
5.2	Total Size of Content from Indian Regional Official Languages indexed in Plagiarism/similarity Checker Database (in TB)	2	
5.3	No. of Documents in Other Non-English Foreign Languages	2	
<b>6</b>	<b>Volume of Plagiarism/similarity Checker Database (Scholarly Sources)</b>	<b>7</b>	<b>-</b>
6.1	Total Size of Plagiarism/similarity Checker Database (Scholarly Sources) (in TB)	5	
6.2	Total Size of Plagiarism/similarity Checker Database (Other than Scholarly Sources) (in TB)	2	

### **PART-C**

<b>Features of Plagiarism/similarity Testing and Reports (Total 100 Marks) (Weightage: 35%)</b>				
<b>Sl. No.</b>	<b>Technical Evaluation Criteria</b>	<b>Response</b>	<b>Maximum Marks</b>	<b>Calculation Metrics</b>
1	Cross-language Support (Check plagiarism/similarity in material translated from sources in English to other languages)	(Yes / No)	3	Yes - 1 No - 0
2	<b>Originality check permits</b>			
	i. Side by side comparison of report, i.e., Option to view students work alongside original material, i.e., block text / paragraph copy / paraphrased text shown in colour change for similarity check	(Yes / No)	4	Yes - 1 No - 0
	ii. Link to original source	(Yes / No)	2	Yes - 1 No - 0
	iii. Option to exclude or include quoted materials and bibliographies	(Yes / No)	4	Yes - 1 No - 0
	iv. Detection of Paraphrasing in Text	(Yes / No)	4	Yes - 1 No - 0
3	<b>Capabilities to check plagiarism/similarity for documents that use:</b>			
	i. Special characters inserted in between words	(Yes / No)	2	Yes - 1 No - 0
	ii. Replace character with numeric or symbols e.g., "O" with "0" (Zero), "l" with 1 etc.	(Yes / No)	2	Yes - 1 No - 0
	iii. Use of software for manipulating plagiarism/similarity detection (like non printable characters, etc.)	(Yes / No)	1	Yes - 1 No - 0
	iv. Image(s) of text inserted in the formatted / unformatted text	(Yes / No)	1	Yes - 1 No - 0

4	Check against researcher's older work (Document already submitted by same user for similarity check)	(Yes / No)	3	Yes - 1 No - 0
5	Choice of email-notifications on submission and report generation	(Yes / No)	2	Yes - 1 No - 0
6	Tracing the copied content to the original sources > 99% (not secondary or tertiary but original source)	(Yes / No)	3	Yes - 1 No - 0
7	Does your software identify plagiarized images / Tables / Equations / Formulas?	(Yes / No)	2	Yes - 1 No - 0
8	Does your software identify plagiarized music/audio or video?	(Yes / No)	2	Yes - 1 No - 0
9	Number of sources in report >= 15 (main sources/alternate sources)	(Yes / No)	3	Yes - 1 No - 0
10	Less than three/four steps required for getting plagiarism/similarity detection report (upload, check, compare, report, etc.)	(Yes / No)	2	Yes - 1 No - 0
11	<b>Reporting feature / Similarity Percentage</b>			
	i. Reporting feature - Similarity Report	(Yes / No)	3	Yes - 1 No - 0
	ii. Reporting feature - Content Tracking	(Yes / No)	3	Yes - 1 No - 0
	iii. Reporting feature - Summary Report	(Yes / No)	2	Yes - 1 No - 0
	iv. Gives Grading such as Grade Marks Facility	(Yes / No)	2	Yes - 1 No - 0
12 ##	Plagiarism/similarity Checking of Sample Documents (to be evaluated by INFLIBNET) 50 Sample documents		50	

## The article will be randomly selected for checking the merit of the software. The checking will be done by INFLIBNET Centre, after trial access given by vendors.  
If reports are not generated 0 (zero) marks will be awarded. If the reports are generated by software of all Bidders, relative score will be given, i.e., 1 for 100%, 0.5 for 50%.  
Assessment will be based on report generation time (0.10) and similarity check (0.90)

#### **PART-D**

##### **Web Management (Total 100 Marks) (Weightage: 05%)**

Sl. No.	Technical Evaluation Criteria	Response	Maximum Marks	Calculation Metrics
1	Support for nationwide dashboard for administrative control, i.e., adding institutions, names of university coordinators, assigning number of documents and number of users to institutions, etc.	(Yes / No)	10	Yes - 1 No - 0
2	Support Institute-wide dashboard for user creation, assigning documents to users and monitoring of usage at Institute level	(Yes / No)	5	Yes - 1 No - 0

3	Support nationwide dashboard for usage monitoring at country as well as Institute level	(Yes / No)	10	Yes - 1 No - 0
4	Does your interface support creation of users in bulk?	(Yes / No)	5	Yes - 1 No - 0
5	Does your interface provide to activate and deactivate the user account for specific period at Institute level?	(Yes / No)	5	Yes - 1 No - 0
6	Facility of removing documents submitted for plagiarism/similarity checking by users	(Yes / No)	5	Yes - 1 No - 0
7	Facility of removing documents submitted from the archives of Institute (to your Plagiarism/similarity Checker Database) at Institute level	(Yes / No)	10	Yes - 1 No - 0
8	Integration capabilities (API) availability for LMS, CMS, IR and Other web content	(Yes / No)	10	Yes - 1 No - 0
9	Integration capabilities (Add-ons) availability for word processing software (Google Docs, MS Word, Latex etc.)	(Yes / No)	10	Yes - 1 No - 0
10	Integration capabilities with Single Sign-on features like Shibboleth	(Yes / No)	10	Yes - 1 No - 0
11	Facilitate maintenance of separate usage data for students, researchers and faculty, etc.	(Yes / No)	5	Yes - 1 No - 0
12	Does your product support separate privilege for student and faculty/supervisor accounts?	(Yes / No)	5	Yes - 1 No - 0
13	Does your product provide option for user to exclude/exempt deposition of submitted document into plagiarism/similarity checker database during submission?	(Yes / No)	10	Yes - 1 No - 0

#### **PART-E**

<b>Misc / Others (Total 100 Marks) (Weightage: 5%)</b>			
<b>Sl. No.</b>	<b>Technical Evaluation Criteria (To be calculated using Normalization Method)</b>	<b>Response</b>	<b>Maximum Marks</b>
1	No. of countries where the software is used (Please attach the list)		<b>30</b>
2	No. of universities/ institutions across globe subscribing to the software along with date of renewal (Please attach the list)		<b>35</b>
3	No. of universities/ institutions in India subscribing the software along with date of renewal (Please attach the list)		<b>35</b>
4	Do you have Consortium Subscription for Universities/ Institutions in any country? If Yes, provide details		No Weightage
5	No. of Concurrent Users allowed at a time		No Weightage
6	Do you have any written published policy on your content? If Yes, provide supported documents (Content used for similarity check. To be discussed with technical team)		No Weightage

### Technical Evaluation

Following evaluation parameter will be used for technical Evaluation and will be applied on all the technical bids.

	Properties/Features	Weightage	Marks Obtained (Out of 100)	Weighted Marks
Part – A	Document Handling	05%		
Part – B	Plagiarism/similarity Checker Database	50%		
Part – C	Quality of Plagiarism/similarity Testing & Reports	35%		
Part – D	Web Management	05%		
Part – E	Misc/Others	05%		
	Technical Bid Score (TBS)			

The Technical Bid Score (TBS) would be calculated by the following formula:

**Technical Bid Score (TBS) = 0.05\* Part A + 0.50 \* Part B + 0.35 \* Part C + 0.05\* Part D + 0.05 \* Part E**

### OVERALL EVALUATION OF BIDS (Technical + Financial)

The overall evaluation of bids will be done using QCBS model based on 80% (Technical) and 20% (Financial). Minimum threshold for qualifying technical criteria is 70 Marks. However, Technical Expert Committee may increase this threshold, if considered essential. In case the Committee decides for seeking further information/clarification, the same shall be provided by the Bidder.

Based on the Technical Bid Score (TBS) out of 100, marks scored by each bidder will be considered form Technical Criteria and 80 % weightage off TBS will be considered for final score (FS).

The total cost including all applicable taxes as quoted by the Bidders will be compared and the bids will be awarded a **Financial Bid Score (FBS)**. The bid with lowest total cost (L1 bid) will be awarded 100% (100marks) FBS (considered as base value). Then the other bids will be awarded FBS inversely proportionate to their bid value. Thus, the L1 bid will have greatest FBS and the H1 (highest bid) will have least FBS.

The overall evaluation of bids shall be done using QCBS model. The Final Score (FS) shall be calculated based on the formula

$FS = [TBS*80\% + FBS*20\%]$

The contract shall be offered to the vendor whose bid achieves maximum FS.

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_



**सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre**  
(Tender No. INF/PUR/RE-GTE/PDS/350/2023)

**Annexure T-III**

**Bidder's Details**

[On the letterhead of the Bidder]

1	Name of the Firm/ Company		
2	Offered Product Name, Make and Model, Country of origin	<b>Name, Make and Model</b>	<b>Country of origin</b>
3	Bidder shall mention in which of the following category belongs to: I. Indian local OEM. II. Indian bidder on behalf of Indian OEM. III. Indian agents on behalf of the Foreign Principal OEM.	The bidder shall mention only one category from (I, II & III)	
4	Name and Designation of Authorized Signatory		
5	Office Address of the Firm/ Communication Address:		
6	Phone No. / Mobile No:		
7	E-Mail ID:		
8	GST registration Number:		
9	PAN Number:		
10	Firm's Bank Account details	Bank Account No.:	
		Name of the Bank:	
		IFSC Code No:	
		Name of Branch:	
<b>Particular Details of the Bidders Representative</b>			
11	Contact Person: / Mobile No:	Name of Person:	
		Designation:	
		Tele / Mobile No:	
		E-Mail ID:	

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

**सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre**  
(Tender No. INF/PUR/RE-GTE/PDS/350/2023)

**Annexure T-IV**

**BID FORM**

[On the letterhead of the Bidder]

To

**The INFLIBNET Centre  
Gandhinagar, Gujarat, India**

**SUB: Tender for Procurement of Plagiarism Detection Software at INFLIBNET Centre, Gandhinagar, Gujarat, India**

Dear Sir,

We the undersigned Bidder(s), having read and examined in details the specifications and other documents of the subject Tender No.INF/PUR/RE-GTE/PDS/350/2023, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 120 (Hundred and twenty only) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to 3% (may vary following the Government's provisions) of the Order value as stipulated in Financial Bid.

We agree that INFLIBNET reserves the right to accept in full/part or reject any or all the bids received or split order within successful Bidders without any explanation to Bidders and his decision on the subject will be final and binding on Bidder.

Dated, this ..... day of .....20....

Thanking you, we remain,

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

**DECLARATION**

[On the letterhead of the Bidder]

I, \_\_\_\_\_ Son/Daughter/Wife of \_\_\_\_\_ Resident of \_\_\_\_\_

\_\_\_\_\_, Proprietor / Director / Authorized Signatory of the Company / Firm, mentioned above, is competent to sign this declaration and execute this tender document;

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses contained therein.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this declaration letter.

I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) in it's totally / entirely.

**In case any provision of this tender is found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.**

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

**CERTIFICATE**

**DECLARATION REGARDING BLACKLISTING/NON-BLACKLISTING**

[On the letterhead of the Bidder]

I /We Proprietor / Partner (s) / Director (s) of M/s .....hereby declare that the firm/ company namely M/S. .... has not been blacklisted or debarred in the past by any Government Department/State Govt./PSU/Municipal Corporation/other Govt. Bodies from taking part in Government tenders as on date of submission of proposals.

Or

I / We proprietor / partner (s) / Director (s) of M/S..... hereby declare that the firm/ company namely M/S..... was blacklisted or debarred by any Government Department/State Govt./PSU/Municipal Corporation/other Govt. Bodies from taking part in Government tenders for a period of .....years w.e.f ..... The period over on ..... And now the firm/ company is entitled to take part in Government tender. In case, the above information is found false, I/we am/are fully aware that the tender/ contract will be rejected / cancelled by INFORMATION AND LIBRARY NETWORK CENTRE, GANDHINAGAR and EMD/Performance Bank Guarantee shall be forfeited. In addition to the above INFORMATION AND LIBRARY NETWORK CENTRE, GANDHINAGAR. Will not be responsible to pay the bills for any completed/ partially completed work.

Signature: .....

Name: .....

Capacity in which as signed: .....

Name & address of the firm: .....

Seal of the firm should be affixed.

INFLIBNET

Dated:

Signature of Bidder with seal.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

**Details of works of similar type executed by the Bidder**

[On the letterhead of the Bidder]

Sl. No.	Name of the Company	Work Description	Ref. & Date of the order	Work Order Value	Contract Period	Page No

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

- Copies of work orders should be attached with this information. In absence of documentary evidence, bid is liable to rejected.
- If necessary, separate sheet may be used to submit the information.



**FINANCIAL CAPABILITY OF BIDDER**

[On the letterhead of the Bidder]

**Annual turnover details of the Bidder from [insert relevant details]**

#	Financial Year	Turnover in Indian Rupees	Document Page No.
A	2020-2021		
B	2021-2022		
C	2022-2023		

\*Audited Balance sheet and profit & Loss account statement of the Bidder for each of the above-mentioned financial year shall be submitted as supporting evidence.

1. Please affix the signature of the authorized signatory of the Bidder with name, designation, seal and date here.

**2. Please affix the signature of the authorized signatory of the statutory auditor of the Bidder with name, designation, seal and date here.**

**Note:** It related activities/ services should mean projects involving development of software, end to end Integrated It Software Implementation, system integration, supply of hardware, provisioning hosting & maintenance services, providing networking support, providing operational and maintenance services for integrated It software and Its infrastructure.

Authorized Signatory

(Signature in full): \_\_\_\_\_

Authorized Signature of Statutory Auditor: \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

Stamp of the firm \_\_\_\_\_

**FINANCIAL TURNOVER OF OEM**

[On the letterhead of the Bidder]

**Annual turnover details of the OEM from [insert relevant details]**

#	Financial Year	Turnover in Indian Rupees	Document Page No.
A	2020-2021		
B	2021-2022		
C	2022-2023		

\*Audited Balance sheet and profit & Loss account statement of the Bidder for each of the above-mentioned financial year shall be submitted as supporting evidence.

1. Please affix the signature of the authorized signatory of the Bidder with name, designation, seal and date here.

**2. Please affix the signature of the authorized signatory of the statutory auditor of the Bidder with name, designation, seal and date here.**

**Note:** It related activities/ services should mean projects involving development of software, end to end Integrated It Software Implementation, system integration, supply of hardware, provisioning hosting & maintenance services, providing networking support, providing operational and maintenance services for integrated It software and Its infrastructure.

Authorized Signatory

(Signature in full): \_\_\_\_\_

Authorized Signature of Statutory Auditor: \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

Stamp of the firm \_\_\_\_\_

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre  
(Tender No. INF/PUR/RE-GTE/PDS/350/2023)

**Annexure T-X**

[On the letterhead of the Bidder]

**Bid Security Declaration Form (in case of MSE/Start-up)**

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

Tender No. \_\_\_\_\_

To

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid securing Declaration shall cease to be valid if I am/we are not the successful Bidder (i) the receipt of your notification of the name of the successful Bidder;

Signed:

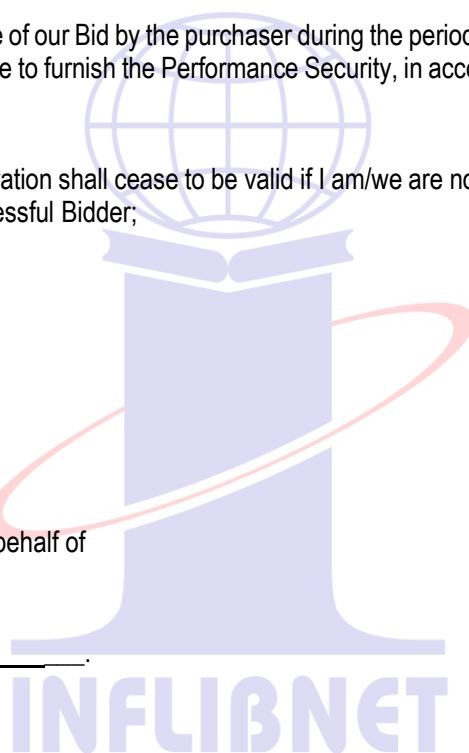
In the capacity of:

Name:

Duty authorized to sign the bid for an of behalf of

Dated on \_\_\_\_\_ day of \_\_\_\_\_.

Corporate Seal



**सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre**  
(Tender No. INF/PUR/RE-GTE/PDS/350/2023)

**Annexure T–XI**

[On the letterhead of the Bidder]

**Format for Submission of Pre-Bid Queries and Authorization by the OEM (if any) for Pre-Bid Conference**

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

A) Pre-Bid Queries:

Queries should be submitted from the official email ID of the bidding firm with subject “Query for Procurement of Plagiarism Detection Software / Tool” addressed to:

Mr. Manoj Kumar K., Scientist E (CS)

INFLIBNET Centre, Infocity, Gandhinagar – 382007

[shodhshuddhi@inflibnet.ac.in](mailto:shodhshuddhi@inflibnet.ac.in) or [manoj@inflibnet.ac.in](mailto:manoj@inflibnet.ac.in), Phone (O) - 07923268220/8232

**Name of Company:**

**Name of Contact Person:**

Sr. No.	Page No., Article No. of Bid Document	Query

**B) Registration for Pre-Bid Meeting:**

INFLIBNET Centre shall conduct a Pre-Bid meeting with interested firms/agents on date mentioned in this tender inquiry. Each company can nominate a maximum of 2 persons to attend the Pre-Bid meeting. Please provide the names of the persons who shall attend the Pre-bid meeting, in the table given below.

Sr. No.	Company Name	Bidder Name	e-mail id	Contact No.

Interested companies may send their registration requests in the above format to contact details mentioned in bid document on or before clarification seek end date. Entry for the Pre-Bid meeting shall be strictly based on registration.

Authorized Signatory (Name, Signature & Stamp): \_\_\_\_\_

**सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre**  
(Tender No. INF/PUR/RE-GTE/PDS/350/2023)

**Annexure T-XII**

[On the letterhead of the Bidder]

**Declaration by Agents/ Associates of Foreign Principals**

(Required only for Agents/ Associates of Foreign Principals)

(Along with supporting documents, if any)

Agent's Name \_\_\_\_\_

[Address and Contact Details]

Principal's Reference No. \_\_\_\_\_

Date.....

The INFLIBNET Centre,  
Gandhinagar, Gujarat – 382007.

Dear Sir,

Ref. Your Tender Document No. .... for Procurement of PDS at INFLIBNET Centre

We, ....., are a bona fide business as per Indian Laws. We have been retained as agent/ associates by our foreign principals/OEM, Messrs.....  
(Name and Address of the principal) to associate with them for participation in this Tender Process.

We understand that any failure or non-disclosures, or mis-declarations by us, shall be treated as a violation of the Code of Integrity. Our Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions by the Procuring Entity as per the Tender Document.

Name of the Agent/ Associate: .....

**Documents regarding ownership pattern: as appropriate – Bye Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution.**

1.	Year of establishment	
2.	Sister Concerns	
3.	Registration details (Viz. Corporate Identity No. (CIN) etc.)	
4.	Aadhar Card of Owner/ CEO/ Partner	
5.	PAN number	
6.	Complete Postal Address	
7.	Pin code/ ZIP code	
8.	Telephone nos. (with country/ area codes)	
9.	Mobile Nos.: (with country/ area codes)	
10.	Contact persons/ Designation	
11.	Email IDs	
12.	Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.)	
13.	GSTIN number (in Consignor and Consignee States)	
14.	Registered office from where agency/ association services would be mainly provided for GST Purpose	
15.	Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts)	



Details required regarding the Foreign Principal/ OEM are given below.

1.	Name of the Company	
2.	Nationality/ Country of operation/ incorporation	
3.	Status: Manufacturer or Agents of manufacturer holding the Letter of Authority of the Principal, specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.	
4.	Complete Postal Address	
5.	Telephone nos. (with country/ area codes):	
6.	Mobile Nos.: (with country/ area codes)	
7.	Contact persons/ Designation:	
8.	Email IDs:	

We enclose herewith: as appropriate, our ----- Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

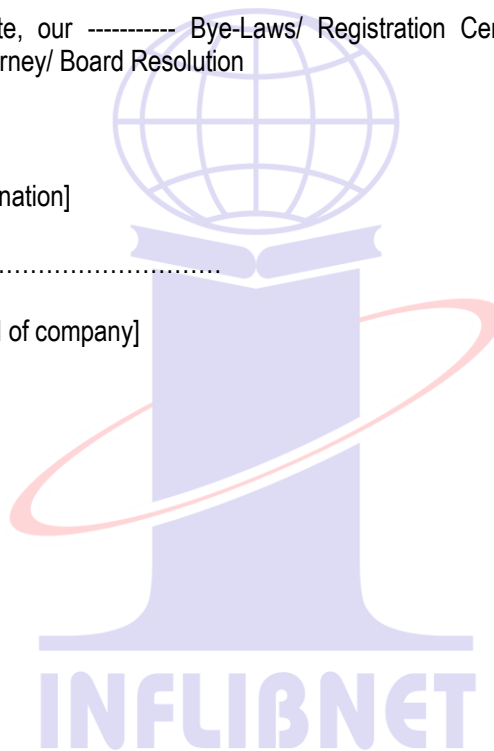
Yours faithfully,

.....  
.....

[Signature with date, name, and designation]

for and on behalf of Messrs.....

[name & address of the OEM and seal of company]



सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre  
(Tender No. INF/PUR/RE-GTE/PDS/350/2023)

**Annexure T-XIII**

[On the letterhead of the OEM]

**OEM's Authorization**

(Required only for Agents/ Associates of Foreign Principals)

OEM's Name \_\_\_\_\_

[Address and Contact Details]

Date.....

The INFLIBNET Centre,  
Gandhinagar, Gujarat – 382007.

Dear Sirs,

Ref. Your Tender Document No. .... for Procurement of PDS at INFLIBNET

We, ....., are proven and reputable manufacturers of the Tendered Services. We have factories/branches at ..... We, hereby, authorise Messrs. .... (name and address of the authorised dealer) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above services manufactured by us. Their registration number with us is ....., dated/ since.....

We further confirm that no Bidder or firm or individual other than Messrs. .... (name and address of the above-authorised dealer) is authorized for this purpose.

As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Services offered for supply by the above firm against this Tender Document.

Our details are as under:

1. Name of the Company:
2. Complete Postal Address:
3. Pin code/ ZIP code:
4. Telephone nos. (with country/ area codes):
5. Fax No.: (with country/ area codes):
6. Mobile Nos.: (with country/ area codes):
7. Contact persons/ Designation:
8. Email IDs:

We enclose herewith, as appropriate, our ----- (Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution)

Yours faithfully,

.....  
[signature with date, name, and designation]

for and on behalf of Messrs.....  
[name & address of the OEM and seal of company]

**PRE CONTRACT INTEGRITY PACT**

This INTEGRITY PACT is made and executed at..... on this day of. , 2023

**BETWEEN**

The Information and Library Network Centre (here after will be referred as INFLIBNET, is an Autonomous Inter University Centre of the University Grants Commission, MoE, New Delhi having its office located at Infocity, Gandhinagar- 320007, Gujarat (hereinafter referred to as "The Principal" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the First Part;

**And**

M/s..... a company/Firm incorporated under the Companies Act,.....through its representative/authorized signatory (insert name and designation of the officer) vide resolution dated..... passed by the Board of Directors, having its office at (hereinafter referred to as "The Bidder/Contractor" which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the Second Part.

**Preamble**

The Principal intends to award, underlaid down organizational procedures, contract/s for **GLOBAL TENDER ENQUIRY FOR PROCUREMENT OF WEB-BASED PLAGIARISM DETECTION SOFTWARE (PDS)/TOOL AT INFORMATION & LIBRARY NETWORK CENTRE, INFOCITY, GANDHINAGAR**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders) and / or Contractor(s).

**Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there is a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidders(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offense under the relevant IPC/PC Act; further the Bidders(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the

foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only

- e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- g. The Bidders)/ Contractors) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings.

### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

### **Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors**

- (1) In the case of Sub-contracting, the Principal Contractor shall take the responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate this provisions.

### **Section 7 - Criminal charges against violating Bidder(s) / Contractors) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 - Pact Duration**

- (1) This Pact begins when both parties have legally signed it. It expires for the Contractor 36 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealing.
- (2) If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by INFLIBNET Centre.

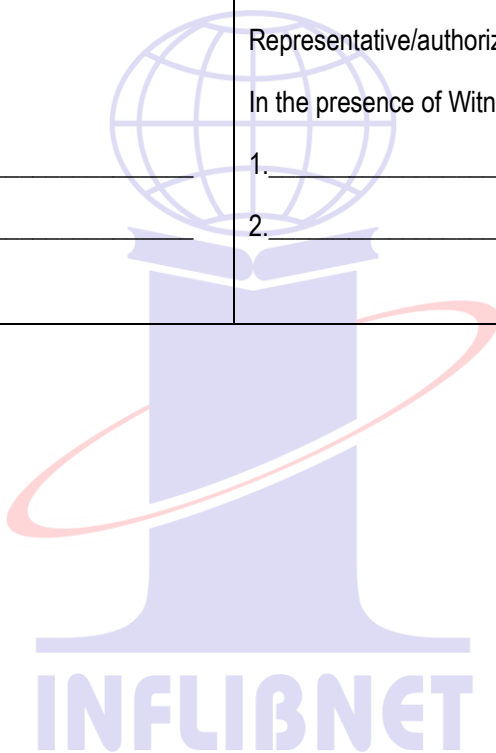
### **Section 10 - Other provisions**

- (1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Office of the Principal, i.e. Ahmedabad/Ganghinagar.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement with their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(7) The actions stipulated in this Integrity Pact are without prejudice to any other legal action(s) that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings

**IN WITNESS WHEREOF, the parties hereunto set their hands and seals and executed this INTEGRITY PACT as of the day/month/year first above written:**

For and on behalf of THE REGISTRAR, INFLIBNET Centre (First Party) SIGNED, SEALED, AND DELIVERED by  Name:.....  Designation:.....  Address:.....  Authorized Signatory In the presence of Witness 1. .... 2. ....	For and on behalf of M/s..... (Second Party) SIGNED, SEALED AND DELIVERED by  Name  Designation:.....  Address:.....  Representative/authorized signatory In the presence of Witness 1. .... 2. ....
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### Bank Guarantee Format for Earnest Money Deposit (EMD)

To: The Director,  
INFLIBNET Centre,  
Opposite DAIICT, Infocity Road,  
Gandhinagar, Gujarat – 382007.

WHEREAS \_\_\_\_\_ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated \_\_\_\_\_ (Date) for the execution of (Name of Contract) \_\_\_\_\_ (hereinafter called "the Tender") in favour of \_\_\_\_\_ (hereinafter called the "Beneficiary");

KNOW ALL MEN by these presents that we, \_\_\_\_\_ (name of the issuing Bank), a body corporate constituted under the \_\_\_\_\_ having its Head Office at \_\_\_\_\_ amongst others a branch/office at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or

If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;

(i) fails or refuses to execute the Agreement, if required; or

(ii) fails or refuses to furnish the performance security, in accordance with the conditions of Contract.

We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

This Bank Guarantee is valid up to \_\_\_\_\_ and \_\_\_\_\_

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (mention period of guarantee as found under clause

(ii) above plus claim period)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20.....

(SIGNATURE & SEAL OF THE BANK)

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows

Name of the Bank: State Bank of India

Name of the Branch: Infocity Gandhinagar

IFSC Code: SBIN0012700

INFLIBNET

Name of the Bidder/ Bidding Firm / Company :	
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**PRICE**

**SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

Sl. No.	Item/Service Description	Quantity (Nos.)	Type	Basic Rate of the Quantity in Rs.	GST in %	Per Document Rate (Without GST)	Total Amount in Rs. (Without Tax)	Total Amount in Rs. (With Tax)	TOTAL In Words	AMOUNT
1	Quote for Documents (One Document ~ 20 pages of A-4 Size or 60,000 characters (3000 characters X 20 Pages))									
1.01	Quote for Documents (Across 1100+ Institution) for 1st Year	1000000	Documents				0.00	0.00	INR Zero Only	
2	Additional Price (over and above 10 Lakhs Documents)									
2.01	Slab-1 (1 Lakh documents)	100000	Documents			0.000	0.00	0.00	INR Zero Only	
2.02	Slab-2 (1 Lakh documents after Slab-1)	100000	Documents			0.000	0.00	0.00	INR Zero Only	
Total in Figures							0.00	0.00	INR Zero Only	
Quoted Rate in Words			INR Zero Only							