

COUNCIL OF ARCHITECTURE

An autonomous Statutory Body of Government of India
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Ref.No.CA/E-Books/Samarthya-Tender/2025

November 26, 2025

TENDER NOTICE

To build a strong Research Ecosystem, aligned with National Education Policy (NEP) 2020 goals, Council of Architecture has envisaged for the selection of **e-books** titles, keeping in view the students, researchers, and faculty members of the institutions, and Practicing Architects from among the vast collection of **e-books** (ownership model and perpetual) titles available in the market. The area of Specialized collection of titles will cover from broad key areas, such as Architecture, Building Engineering and Management, Conservation, Environmental Planning, Industrial Design, Landscape Architecture and planning, Transport Planning, Urban Planning etc.

In this regard, Council of Architecture (CoA) invites sealed tenders from reputed and eligible publishers, Suppliers, or authorized distributors for the supply and perpetual access to architectural e-books for academic, library and research use. The procurement will enhance the digital resources of the institution's library for students and faculty of Architecture and allied disciplines. The specifications and/or quantities detailed in the Schedule attached

1. Last date and time for receipt of Tenders : 15/01/2026, 17:00 Hrs
2. Date and time for opening of Tender : 23/01/2026 15:00 Hrs
3. Technical Presentation of Bidders qualified in Technical Evaluation : Will be communicated.

Technical Bids will be opened in the office of the Registrar, Council of Architecture at 702, 7th Floor, NBCC Centre, Okhla Phase I, New Delhi- 110 020. The bidder may himself/herself or through his/her authorized representative be present during the opening of the financial bid. In case authorized representatives of the bidders attending financial bid opening, they are required to bring letters of authorization from the bidders.

Registrar
Council of Architecture
New Delhi

INVITATION OF TENDERS AND INSTRUCTIONS TO THE BIDDERSS FOR
“Proposal for supply and perpetual access to architectural **e-books** for academic, library and research use”

To,

1. The Registrar, Council of Architecture, New Delhi invites you to tender in two bid patterns for the supply and perpetual access to architectural **e-books** for academic, library and research use. The General Information about the tender is as follows: -

- 1) Tender Reference No. :CA/e-Books/Samarthya/2025
- 2) Last date and time for receipt of Tenders : 15/01/2026 17:00 Hrs
- 3) Date and time for opening of Technical Bid : 23/01/2026 15:00 Hrs
- 4) Place of Opening of Tender Office of the Registrar Council of Architecture, 702, 7th Floor, NBCC Centre, Okhla Phase I, New Delhi- 110 020

1. The details about the tender, terms, conditions and other related information are mentioned in the appropriate chapters as below: -

Chapter -1	Instructions to Bidders
Chapter-2	Terms and Conditions
Chapter-3	Technical Bid Format of Bidder
Chapter-4	Financial Bid Format of Bidder
Chapter-5	Specifications
Chapter-6	Schedule of Payment/stages of Payment

R.K. Oberoi
Registrar
Council of Architecture

Chapter – 1

INSTRUCTIONS TO BIDDERS

1. The Terms and Conditions are given in Chapter – 2. The Technical Bid Format of the tender is given in Chapter- 3. Financial Bid Format is given in Chapter - 4. Specifications are given in Chapter - 5. The schedule of payment / stages of payment is given in Chapter 6.

2. The Subject Coverage of the **e-books** will be as per the following details.

Serial.no	e-Books (perpetual)
1.	Architecture
2.	Building Engineering and Management
3.	Conservation
4.	Environmental Planning
5.	Industrial Design
6.	Landscape Architecture and Planning
7.	Transport Planning
8.	Urban Planning

3. ***The Bidder Must submit details of 1500 or more titles of e-books, covering the broad areas as mentioned above, as the titles will be chosen amongst the subjects mentioned above.***

4. The tender, complete in all respect and sealed, should reach the office of the **Registrar, Council of Architecture, 702, 7th Floor, NBCC Centre, Okhla Phase I, New Delhi- 110020** up to 15/01/2026. The Technical Bid Format duly filled and signed by the bidder must be submitted in a separate sealed cover superscribing “Proposal for supply and perpetual access to architectural **e-books** for academic, library and research use”. Another sealed cover should contain the Financial Bid Format duly filled and signed, super-scribing **Financial Bid of the Tender for** “Proposal for supply and perpetual access to architectural **e-books** for academic, library and research use”. Both the Technical Bid as well as Financial Bid, sealed in separate envelopes as stated above, should then be together sealed in another envelope and sent as described in the succeeding paragraph.

5. Technical Bids will be opened in the office of the Registrar, Council of Architecture at 702, 7th Floor, NBCC Centre, Okhla Phase I, New Delhi- 110020 on 23/01/2026. The bidder may himself/herself or through his/her authorized representative be present during the opening of financial bid. In case the authorized representatives of the bidders attend financial bid opening, he/she must bring authorization letters from the bidders. Financial Bids of only those firms will be opened, whose technical bids are found eligible after technical evaluation, which shall be carried out in two parts.

6. Technical bid document and Financial Bid Document should be duly **stamped and signed** (all the pages of the bid documents, and the proof of documents in support of the same) by the bidder(s) or by a person who is duly authorized and legally competent to do so. A person signing the forms or any other document forming part of the tender process / contract on behalf of the firm shall be deemed to have been duly authorized by the proprietor / partner of the Firm/Company and actions taken by such a person in pursuance of this tender/ contract shall be deemed to have been performed by the Proprietor/Partner/Company and shall bind them.

7. The duly filled in technical bid document and financial bid document along with relevant enclosure should be duly signed on all pages by the authorized person of the bidder. The bids without

signature (or with only stamp or scanned signature) of the authorized person shall not be considered valid. **The service provider shall submit a stamped and signed copy of the entire Bid Document in agreement with the Terms, Conditions and Clauses, alongwith the Agreement (Annexure I) therein and include in the Technical Bid Document. If the stamped and signed bid document, as mentioned, is not submitted, the bid shall be outrightly rejected, without giving any reason.**

8. The bidder shall deposit the amount in INR only for Rs.250,000/-(Rs.Two Lakh fifty thousand only) as “Bid Security”, Earnest Money Deposit (**EBD**) in form of the Demand Draft or Banker’s Cheque from any bank, drawn in favor of **Council of Architecture** payable at New Delhi and forward the same along with the Technical Bid. **Tenders that are not accompanied by the requisite EMD or Exemption Certificate from MSME / Competent Authority shall be treated as Invalid and shall be rejected. Entities Registered with the Central Purchase Organization or the Concerned Ministry or Department or Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP) are also exempted from submission of the EMD.** The **EMD** of the unsuccessful bidder will be returned before the expiry of the 30th day from the issue date of the Work Order awarded to the successful bidder. The Earnest Money shall not bear any interest. The EMD will be forfeited if the Bidder withdraws, amends, impairs or derogates from the bidding process in any respect within the period of validity of bid or if the successful bidder fails to furnish required Performance cum Warranty Bond.
9. The bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Bid Document. The Bids are liable to be treated as non-responsive and will be rejected if bidder does not upload qualifying and technical documents as required in the bid Document.
10. Work Order shall ordinarily be awarded to the lowest bidder, whose bid has been found to be complete in all respects.
11. The Council has the Right to reject the bid without giving any reason.
12. The Bidder shall provide support for services / work assigned herein without any additional charges for a period of one year, after successful launch (go live) of the application(s). The support shall include, but not limiting fixing bugs, hanging, and other types of software glitches, even which are not anticipated.

Chapter – 2

TERMS AND CONDITIONS

1. DEFINITION

- 1.1 “Licensee and Lessor” COA and/ or its designated agency, authorized users are termed as “Licensee” and the publisher/ publisher’s authorized vendor is termed as “Lessor”.
- 1.2 “Licensed Products” means and includes licensors online products as selected by licensee

2. PERMISSIBLE USES

License and its authorized user may

- 2.1 Access, search, browse, view, download, print and store individual articles for scholarly and research use of such Authorized User from the Subscribed Products as much as required.

- 2.2 Incorporate links to Licensed Products on the Licensee's intranet and internet websites, provided that the appearance of such links and/or statements accompanying such links shall be changed as reasonably requested by Licenser.
- 2.3 Forward link as to individual articles from subscribed products to other authorized users.
- 2.4 The Licensor will provide adequate number of publisher's publicity materials, brochures, posters and user training support material in both print as well as CD form, as applicable.

3. **QUALITY OF SERVICE**

- 3.1 Licensor shall provide the Licensed Products round the clock with a quality of service consistent with industry standards and specifications, to provide continuous service with an average of 98% up-time per quarter.
- 3.2 Licensor shall restore service as soon as possible in the event of an interruption or suspension of service.
- 3.3 In the event Licensor fails to provide continuous services as stipulated in clause Licensor shall be liable to compensate the Licensee with proportionate amount that will be refunded by Licensor on demand by Licensee or it may be adjusted against renewals or access may be extended for the proportionate duration, as per the sole discretion of Licensee.
- 4. Bidder must have experience of doing similar nature of work for the past 6 years or more and must have successfully completed at least 2 similar projects of having **supplied e-books**, covering areas **as given as per Chapter 1 (instructions to the bidders), under Clause no. 2.**, in Govt. organizations / Institutions / Pvt. Organization(s) of repute, with proof thereof, starting from the financial year 2019-2020 to 2024-2025, with at least 2 Projects, each having value of Rs.20,00,000/- (Rs. Twenty Lakh Only) or more.
- 5. Details of organizations for whom executed projects (**with completion certificates**) along with required copies of certificates/testimonials, letter of appointment etc. to be provided in the technical bid. The Executed / Completed Projects should be in following details. Work orders not accompanied by completion certificates won't be accepted. The format for submitting the details will be as per the following format.

S. No.	Name of the Project(s) Successfully Executed	Name of the Client	Date of Work / Appointment order for project	Project Cost (Rs.)	Whether project completed (Yes/No), if yes, date of issue of Completion Certificate with copy of the certificate.
1.					

- 6. The successful bidder shall have to complete the WORK as per the details given in the Tender document within the time limit prescribed by the Council.
- 7. If any bidder withdraws the bid after opening of the bids or expresses his inability to perform the contract after the award of Work or makes any modifications in the terms and conditions of the tender which are not acceptable to the CoA, then the Council of Architecture shall without prejudice to any other right or remedy, be at liberty to forfeit the **EMD / Performance Bank Guarantee (PBG)**.
- 8. The bidder should not have been debarred / blacklisted for any reason / period by any central / state Govt. Dept./ University / PSU etc. In this regard, a self-affidavit with the Tender appends that the service Provider has not been debarred / blacklisted for any reason / period. Concealment of facts should not only lead to cancellation of the order but may also warrant legal action.

9. Payment of the cost of e-books shall be made only after full receipt and implementation / installation of the e-books on CoA Portal, as per the work order, subject to verification of price and editions received.
10. The payment of the cost of foreign edited / published e-books will be made based on exchange rate for library purchase as declared by Government of India whichever will be less as on the date of supply of e-books to the e-library in Indian Rupees (INR).
11. The payment shall be made only on presentation of valid bills in triplicate together with the quantum of actual work done on verification of work to the satisfaction of the undersigned as per terms and conditions.
12. If any information or document furnished by the bidder is found to be misleading or incorrect at any stage, the bid will be cancelled.
13. In case the work carried out is not according to the specifications mentioned in the work order, the work will have to be redone.
14. The successful bidder will have to complete the work as per the specifications / details given in the tender document, within two months of the award of the work order. In case the bidder feels that more time is required to complete the work, the bidder may be considered for executing the work on priority, subject to approval by the council.
15. e-Books supplied should be in original print and of the latest edition. If there is anticipation of release of new edition within the current year, the bidder should intimate the authority regarding this instead of supplying the available edition and will undertake to supply as soon as the same will be available.
16. The bidder should have a library portal through which online access of e-books would be provided. Samples of such portals should be submitted.
17. The bidder has to submit the price proof of the package, and discount rate, if any.
18. All the e-books should be downloadable in PDF and / or HTML format.
19. USAGE STATISTICS:- The licensor shall be required to submit the following usage data/ statistics:
 - a. Licensor shall be required to submit the 'COUNTER' compliant usage statistics with provision of SUSHI service for harvesting the usage statistics at COA OR
 - b. No. of downloads, both in full text and abstracts; done by user labs monthly and cumulatively by participating in user lab as per COUNTER compliant reports for each journal and for each lab.
 - c. In case of any discontinuation or gap the publisher shall inform the reason and the origin of discontinuation/ gap etc.
 - d. The designated users of COA shall be given access to the publisher's server/ database, where user statistics is logged into. Licensor shall allow access to download the statistics to two designated staff of each user lab. This access to the designated users of COA shall be password regulated and such users will have the privilege to download statistics with respect to their labs. In case of subscriber (COA), licensor will ensure the complete access to usage statistics in respect of all user labs. Facilities to search, browse, view and download shall be provided by the licensor. The download, print and its distribution among user labs etc. shall be allowed.

20. The CoA is likely to procure e-book titles comprising from the area of Architecture subject, and its allied areas, **as per the Clause 2 of Chapter 1 (Instructions to the Bidder)**
21. The Bidder shall give details of all the subject area / e-books titles which are to be included in the bid. The Bidder is required to give details of at least 1500 titles or more covering the broad areas as mentioned above. The details are to be submitted in the following format

S.no.	Subject	eBook ISBN	Author	Title	Year	List Price	Discount	Net Price
1.								

22. The Council has the right to select the number of Titles to be selected at Random from among the list of titles provided by the bidder.
23. The Work shall be accepted only after quality assurance tests / checks are carried out by the competent authority of Council of Architecture.
24. The job shall be completed by the bidder within the time limit as specified in the tender. The completion period may be extended with the approval of the competent authority only in exceptional cases on a written request of the bidder / agency giving reason, explaining circumstances under which the completion period could not be adhered to. In case the job is not completed within the stipulated period, the bidder shall be liable to pay the CoA the compensation amount equivalent to 1% of the cost of order each day or such other amount as the competent authority may decide till the job remains incomplete, provided that the entire amount of compensation shall not exceed 5 % of the total cost of the order. An appeal against these orders shall, however, lie with the Competent Authority of CoA whose decision shall be final and binding.
25. E-resources covered in the database should be with multi-user facility and with unlimited download facility of the e-journals for fair use, for at least 25000 end users.
26. The bidder shall provide IP based access and provision for either through proxy server or username and password based for all the Architectural Institutions in India and abroad, under regulatory control of CoA.
27. The Service provider shall provide dual access to the Architectural Institutions for accessing the e-books through CoA's portal (e-samarthya) as well as the server of the service provider so as to have a seamless / perpetual access to e-books.
28. The Lessor will conduct "Train-the-Trainer" sessions for at least two library and information science professionals from time to time at no extra charges. The Licensee will not pay any charges to Lessor for Train-the-trainer towards lodging, travel etc.

On demand, the Lessor will provide twice in a year or as agreed upon the users' training and awareness program in a consolidated awareness and training program along with the other lessor, at the respective user locations of licensee. The Licensee will inform Lessor the schedule of such training program

29. Access of e-resources should start within two weeks of the issue of work order.

30. If the bidder cannot fulfill its obligation under the contract, which includes non-completion of the work order, the Council reserves the right to get the work accomplished in the open market and EMD/ PBG of defaulting bidder shall be forfeited. Such bidder shall be liable to pay any or all cost, damage / compensation etc. resulting in the non-performance.
31. **EMD** given by all bidders except the one whose tender is accepted will be refunded before expiry of **30th day** from the date of Work Order is awarded to successful bidder. The EMD shall not bear any interest.
32. Successful bidder would be intimated by a formal letter of Acceptance. The Successful bidder, within 07 days of the receipt of formal acceptance letter, shall execute an Agreement (**Annexure-I**) with the CoA in the prescribed form on a non-judicial stamp paper of Rs.100/-.
33. The successful bidder within 07 days of receipt of formal acceptance letter shall be required to deposit Rs.2,50,000/- (Rs. Two Lakh fifty thousand only) as **PBG** of the total cost of the proposal by way of Demand Draft in favour of Council of Architecture which shall be returned on completion of work as per satisfaction of CoA.
34. The Purchase Committee constituted for this purpose reserves the right to accept or reject any or all the bids or negotiate on any of the tender conditions / items and to annul the bidding process and reject all the bids at any time prior to placement of order without assigning any reason there to and without any obligation to inform the affected bidders.
35. Subject to the conditions mentioned above, the **EMD** of the successful bidder will be adjusted against as part or full of PBG.
31. Submission of the Tender by a bidder shall be taken to signify the acceptance of the above terms and conditions. Alterations, overwriting or erasure of any terms and conditions are not permitted.
32. Canvassing in any form is strictly prohibited and the bidders who are found canvassing are liable to have their tenders rejected outrightly.
33. The bidder / firm / company shall be having its presence in India through a Registered office / presence through its local office. The bidder shall have necessary facilities within India, enabling the Council of Architecture to supervise/ monitor the work, if required.
34. Technical Bid (separate sealed envelope):- The shortlisted bidders after technical scrutiny shall be qualified for the opening of the financial bid.
35. Financial Bid (separate sealed envelope):- The financial bid of vendors would be opened only if they are declared qualified / successful in Technical Bid Evaluation.
36. Process for evaluation of Bids:
 - (i) The technical bids would be evaluated by a committee constituted by the Council which may accept or reject the same based on the eligibility criteria, terms & conditions as specified in the tender document.
 - (ii) If deemed necessary, the committee may seek clarifications on any aspect of tender from the bidder. If a written response is requested, it must be provided within 3 days. Response received within 3 days, if any, will not be considered.

(iii) The technical bid shall be assessed / evaluated on the basis of information & documents provided in the technical bid (50 marks), and Technical presentation (50 marks).

(iv) *The technical presentation shall be made by each bidder before the Technical Evaluation Committee highlighting their experience, capability and resources to execute the project as per the requirement in a time bound manner, along with other conditions in the tender document.*

(v) *The bidder who score the minimum qualifying marks, i.e. 60% in Technical Evaluation, and 70% in Technical Presentation and with consolidated marks of 65/100 shall be eligible to be considered for opening of the financial bids.*

(vi)

THE DETAILS OF MARKS TO BE AWARDED WITH REGARDS TO THE TECHNICAL BID IS AS FOLLOWS:

S.No.	Criteria for Evaluation	Max. Marks.
1.	Whether the bidder has the experience of being publishers, aggregators, or authorized distributors for the supply and perpetual access to architectural e-books for the past 6 years or more and has successfully completed and executed at least 2 similar projects in Govt. organizations / Govt. Institutions / Pvt. organization(s) of repute, with proof thereof, during the past 6 financial years, starting from 2019-2020 onwards to 2024-2025, with at least 2 Projects, each having value of Rs.20,00,000/- (Rs. Twenty Lakh only) or More.	20
2.	Whether the bidder has a library portal through which online access of e-books would be provided. Has he submitted the samples of such portals.	15
3.	Has the bidder submitted the list of the e-books as per the subject area coverage given in clause 2 of chapter 1 (Instruction to the bidders) .	15

S.No.	Criteria for Evaluation Technical Presentation	Max. Marks.
1.	Is Bidder able to provide all the e-books downloadable in PDF and HTML format, the modalities of the same. Has he given some undertaking / confirmation to this effect.	20
2.	Is the Bidder is able to provide the e-resources covered in the database with multi-user facility with unlimited download facility as per the Tender Document.	15
3.	Modalities to be implemented for sharing of e-resources based on IP base access and username and password.	15

37. The financial bids of only those bidders, who would be declared technically qualified after assessment of technical bids and technical presentation before the committee, shall be opened for further analysis and action in selecting the successful bidder for award of contract.
38. The financial bids of the shortlisted bidders shall be opened, and they will be invited during the opening of the financial bids.
39. Any disputes arising out of contract / agreement shall be subject to the jurisdiction of Delhi courts only.

Chapter - 3
TECHNICAL BID FORMAT OF TENDER
(Schedule to Bidder)

1. Tender to be addressed to	Registrar, Council of Architecture
2. Tender to be submitted to	Registrar, Council of Architecture, 702, 7 th Floor, NBCC Centre, Okhla Phase I, New Delhi- 110 020
3. Date and place of opening of Tender	23/01/2026, Office of the Registrar, 702, 7 th Floor, NBCC Centre, Okhla Phase I, New Delhi- 110 020
4. Last date and time for receipt of Tenders	Upto 15/01/2026 17:00 HRS.
5. Whether the bidder has the experience of being publishers, aggregators, or authorized distributors for the supply and perpetual access to architectural e-books for the past 6 years or more and has successfully completed and executed at least 2 similar projects in Govt. organizations / Govt. Institutions / Pvt. organization(s) of repute, with proof thereof, during the past 6 financial years, starting from 2019-2020 onwards to 2024-2025, with at least 2 Projects, each having value of Rs.20,00,000/- (Rs. Twenty Lakh) or More.	If yes, attach Relevant documentary proof (with completion certificates, as per the format given in Clause 2 of Terms and Conditions (Chapter 2)
6. GST No.	Submit proof
7. PAN No.	Submit proof
8. Is the bidder having a library portal through which online access to e-books and would be provided. Samples of such portals should be submitted.	If yes, attach Relevant documentary proof and / or undertaking for the same.
9. Is the bidder supplying e-books and are in original print and of the latest edition and is there is any anticipation of release of new edition within the current year, the supplier should intimate the authority regarding this instead of supplying the available edition and will undertake to supply as soon as the same shall be available.	Un undertaking to do so.
10. Are all the e-books supplied by the bidder are in downloadable form in PDF and HTML format.	If yes, an undertaking
11. Is the Bidder having all the Titles / Subjects related to Architecture, comprising subject, as per the Clause 2 of Chapter 1 (Instructions to the Bidder)	If yes, submit and undertaking / proof.
12. Is the bidder able to provide e-resources covered in the database should be with multi- user facility and with unlimited download facility.	Submit proof of having the same and/or undertaking.

13. Has the bidder provided IP based access and username and password and Proxy Server.	If yes, an undertaking / acceptance
14. Is the bidder able to provide at least two-person training for the benefit of users of the Institutions in the subscribing year.	If yes, then give an undertaking.
15. Is the bidder / firm / company is having its presence in India through a Registered office / presence through its local office. The bidder shall have necessary facilities within India, enabling the Council of Architecture to supervise/ monitor the work, if required.	Submit proof of having the same / undertaking.
16. Tender Document (all pages) duly signed by the authorized person of the Bidder. Tender documents without signature (or with scanned signature or only stamped) shall not be considered valid. Has the Bidder <u>submitted a stamped and signed copy of the entire Bid Document in agreement with the Terms, Conditions and Clauses, alongwith the Agreement (Annexure I) therein and included in the Technical Bid. If the stamped and signed bid document, as mentioned, is not submitted, the bid shall be outrightly rejected, without giving any reason.</u>	Submit the Documents as per clause 5 of Terms and Conditions (Chapter 1)
17. Earnest Money Deposit (EMD) of Rs.2,50,000/- (Rs. Two Lakh Fifty thousand only) in the form of DD in favor of Council of Architecture and payable at New Delhi.	a) DD No. _____ (attached in original). b) Date _____ c) Bank _____

Signature of Bidder _____

Name in the Block Letters _____
 (Name of Firm/Company with Seal)

Date _____

Capacity in which signed _____

Full Address _____

Tel. Nos. _____

Chapter – 4
Financial Bid of Tender
(To be submitted in sealed envelope)

1. Tender to be addressed to: Registrar, Council of Architecture
2. Tender to be submitted to: Registrar, Council of
Architecture, 702, 7th Floor,
NBCC Centre, Okhla Phase I,
New Delhi- 110 020

3. Conditions of the Tender Document: Accepted
4. Details of Quotation / information as given below:-

(i) For supply of e-books; (ownership model and perpetual)

S.No.	e-book ISBN No.	Author	Title	Year	Discount, if any.	Price (Rs.)
1.						
Total (Rs.), (Inclusive of GST, if any), as per Govt. of India Rules and Regulations.						

Signature of Bidder _____
Name in the Block Letters _____
(Name of Firm/Company with Seal)

Date _____

Capacity in which signed _____

Full Address _____

Tel. Nos. _____

Chapter – 5

Specifications

1. All the e-books should be accessible through a single Platform.
2. The Subject Coverage of the **e-books** will be as per the following details.

<i>Serial .no</i>	<i>e-Books (perpetual)</i>
1.	Architecture
2.	Building Engineering and Management
3.	Conservation
4.	Environmental Planning
5.	Industrial Design
6.	Landscape Architecture and Planning
7.	Transport Planning
8.	Urban Planning

3. All the e-books should be downloadable in PDF and HTML Format. E-Resources covered in the databases should be with multi-user access facility and with unlimited download facility.
4. The Bidder shall provide IP Base access and username and password.
5. The Bidder shall Provide Training for the benefit of the users of the Institutes in the subscribing year.
6. Access of e-books resource(s) as per the work order shall start within two weeks after awarding the work order.
7. The Access of e-books selected for its Library Resources through its website e-Samarthya, as per the details in the Tender Document.
8. The prospective Bidder must have experience of doing similar nature of work for the past 6 years or more and must have successfully completed at least 2 similar projects of having **supplied e-books**, covering areas **as given as per Chapter 1 (instructions to the bidders), under Clause no. 2.**, in Govt. organizations / Institutions / Pvt. Organization(s) of repute, with proof thereof, starting from the financial year 2019-2020 to 2024-2025, with at least 2 Projects, each having value of Rs.20,00,000/- (Rs. Twenty Lakh Only) or more.
9. The Payment shall be made only after satisfactory delivery/uploads of e-books as per the terms / conditions, and specifications mentioned in the tender document.
10. There shall be provision for unlimited access, search, browsing, and viewing etc. for e-books.

Chapter - 6
PAYMENT SCHEDULE
(Schedule to Bidder)

STAGES OF PAYMENT		
1.	On submission of the Performance Bank Guarantee by the bidder to council	25%
2.	On submission / uploading of the e-books as per the work order, verification of price and edition of the e-books etc.	30%
3.	On submission of IP based access, username and password and providing training for the benefit of the users of the institutions / colleges / end user audience.	30%
4.	On delivery of the entire work upto the satisfaction and as per the instructions of the owner, as per the work order / tender document.	15%

AGREEMENT

This Agreement is MADE on THIS
____ day of _____
BETWEEN the Registrar, Council of Architecture, New Delhi (hereinafter called the 'OWNER' which expression shall, unless excluded by or repugnant to the context be deemed to include his successor in office, and permitted assigns) of the One part and M/s. _____, a proprietary concern
of _____

____ having its office at _____ (hereinafter referred to as the "**Proposal for supply and perpetual access to architectural e-books for academic, library and research use**") which expression shall, unless excluded by or repugnant to the context be deemed for themselves, and their respective executors, administrators, assigns legal associates, or successor) of the other part.

WHEREAS the OWNER, owns and possesses all other rights to ("Proposal for supply and perpetual access to architectural e-books for academic, library and research use") (hereinafter called the 'WORK')

AND WHEREAS pursuant to the offer made by the service provider to supply the said WORK on the terms appearing hereinafter.

IT HAVING BEEN AGREED AND DECIDED ARE FOLLOWS:

1. THE OWNER hereby assigns the service provider the exclusive right to supply the WORK. The Bidder warrants that at the time of execution of this Agreement they are the owners of the WORK.
2. Bidder shall be the service provider and supply for the WORK.
3. The Bidder undertakes to the WORK of ("Proposal for supply and perpetual access to architectural e-books for academic, library and research use"), as stated in the schedule to Tender Document, of the said lot of WORK within two Months from the date of receipt of the said WORK provided that any further supply of the WORK shall be undertaken after prior written approval of the OWNER on the same terms and conditions.
4. The service provider undertakes to supply the WORK at the price quoted in the tender.
5. The WORK will be produced ("Proposal for supply and perpetual access to architectural e-books for academic, library and research use") including material(s) at

the expense of the Service provider.

6. The service provider shall submit a dummy / draft of the WORK for final approval of the OWNER and shall proceed with the WORK as approved by the OWNER
7. The service provider shall not, without the consent of the writing of the OWNER, make any alteration, deletion or addition to the work as finally approved by the OWNER.
8. The service provider shall provide the design of "**Proposal for supply and perpetual access to architectural e-books for academic, library and research use**" (WORK) to the OWNER for its Approval.
9. If either party will default under this Agreement, the other party may give the defaulting party written notice thereof requesting that the default be cured within thirty (30) days after giving of such notice. If the default is not cured within the said thirty (30) day period, the non-defaulting party may terminate this Agreement upon the date specified in the said notice.
10. This Agreement constitutes the entire understanding of the parties relative to ("**Proposal for supply and perpetual access to architectural e-books for academic, library and research use**") of the WORK by the OWNER. No amendments, modifications, or changes in this Agreement will be effective or binding on either of the parties hereto unless reduced to writing and executed by the respective authorized representatives of each of the parties hereto.
11. If the service provider fails to fulfill the WORK within the specified period of two **months**, the OWNER shall be at liberty of forfeiting the performance security deposit and award the work to any other service provider. However, the OWNER may, after considering the reasons for the delay, allow the bidder a maximum extension of 15 days upon recovery of liquidated damages to the tune of 5% each week of the value of the job subject to a maximum of Rs. 5,00,000/-.
12. THE OWNER shall make payment to the service provider as per the payment schedule given in the Tender document.
13. This Agreement and the rights and obligations hereunder will not be assigned to any third party without the prior written consent of each other.
14. All notices or other communications required or permitted to be given pursuant to this Agreement will be in writing and will be valid and sufficient if dispatched by cable or by certified or registered post, addressed to the parties at the addresses herein above set forth. Such an address may be changed by either party at any time by notice given to others, as aforesaid.
15. A waiver by either party at any time of any breach of any provision of this Agreement shall not apply to any breach of any other provision of the Agreement or to a breach of the same provision at any other time.

16. The decision of the OWNER with respect to overall quality and outlook of the WORK shall be final and binding on the bidder and the Bidder shall be bound to execute the WORK upto to the highest standards required for execution of the WORK as per the satisfaction of the OWNER.
17. The contracting parties undertake, in case of controversy over the interpretation or execution of this Agreement, to agree to refer the dispute to a Sole Arbitrator to be appointed by the President, Council of Architecture. The award of the sole arbitrator shall be final and binding on both parties. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, including any modification thereof for the time being in force. All disputes are subject to Courts having Jurisdiction in Delhi only. The contract shall be considered and made in accordance with the laws of the Republic of India.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED TO SET THEIR RESPECTIVE HANDS THROUGH THEIR DULY AUTHORISED REPRESENTATIVES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

Signed by service provider:

Signed by OWNER:

Registrar, Council of Architecture
New Delhi

In the presence of Witness:

For and on behalf of
Council of Architecture

For and on behalf of
< service provider>

1.

1.

2.

2.

