

Notice for Empanelment of vendors for Supply of Books

Bids are invited from the reputed book sellers/ agencies upto 03:30 PM on 21st August 2017 for empanelment of vendors for supply of books. Interested parties may view and download the bidding documents containing the detailed terms and conditions from our website www.iimrapur.ac.in

The documents provide for two-bid system (Technical and Commercial/Financial). The technical bid will be opened on the same day (last of issue of tender documents) in the presence of vendors or their authorized representatives. Financial bids shall be opened in presence of representative of the bidders only in respect of eligible bidders on the specified day of opening of technical and financial bids. The intending parties must take care to attend the meeting on day of opening of the bids.

Eligibility Criteria of Intending bidders for vendor empanelment: (Proof/supporting documents to be enclosed for the points mentioned below:

1.
 - a. The Vendor must be registered under any State or Central Government.
 - b. The annual turnover of the Vendor for the last three financial years must be two crores per annum.
 - c. The Vendor must not be blacklisted by any National level institutions
 - d. The vendor must be a supplier of National level institutes like IITs, IIMs, NITs, IISER, NISER, Central Universities, etc.
 - d. The Vendor must be a distributor/dealer Academic books of foreign publishers like Elsevier, Taylor and Francis, Springer, Wiley, Oxford, Cambridge, Pearson, MGH etc.
2. The vendor should be a member of the “Good offices committee”/ Federation of Publishers & Book sellers Association of India or any other national association of book sellers and proof to this effect has to be enclosed.
3. The vendor shall provide a list of agencies (Government/Statutory bodies/Professional, educational institutions/State /central universities) along with annual sales turnover for the last three years.
4. Name and address of bankers with satisfactory banker’s report regarding bidders financial capability for doing business worth Rs1 Crores (Rupees one crores only) in one year.
5. Any vendor found blacklisted by any government of India/state institutions/ universities/autonomous institutions during the last five years would not be eligible for empanelment. An undertaking in respect of this has to be enclosed that the book supplier are not blacklisted by any government institutions in the last (five) years as annexure with tender for supply of books.
6. The period of contract would be for two years from the date of award of contract and it may be further extended for another one year on the satisfactory performance of supplier.

Note: "Technical Bid and Financial bid" in the prescribed proforma along with Terms and Conditions duly signed and dated with office seal should be quoted separately and placed in separate sealed envelopes superscripted accordingly in bold letters, both these envelopes be enclosed in a large envelope

7. The bid documents will be rejected if it is-
 - i. incomplete
 - ii. not properly filled.
 - iii. received after the due date
 - iv. not accompanied with accounts payee demand draft worth Rs.2000 for tender document processing fee (if downloaded from IIM Raipur website)
8.
 - i) The Director, IIM Raipur reserves the right to approve or reject any or all the tenders. His decision will be final in all cases in respect of acceptance /rejection /arbitration.
 - ii) IIM Raipur reserves the right to add any additional vendor to the approved list of vendors or to place the purchase order to any of the vendors.

1. Security Deposit:

- (i) Qualified vendors (both in technical and financial bid) shall submit on demand a security deposit of Rs. 1,00,000/- (Rupees One Lakh only) or as decided by the committee in the form of Demand Draft, in favor of the "Indian Institute of Management Raipur" payable at Raipur **within seven (07) days of confirming vendor empanelment.**
- (ii) The above security deposit will be refunded to the vendors only on successful completion of the duration of empanelment i.e., two years from the date of commencement of empanelment. Any default on the part of the vendor will lead to forfeiture of security to IIM Raipur and the vendor will have no claim on it. The Security Deposit amount will not carry any interest

2. Enquiry on availability of books:

- (i) The library may place an enquiry with all the empanelled vendors for the required titles and number of copies of each thereof, by email.
- (ii) Within two days of receipt of the email, the Vendors having books as per above list in their ready stock of books have to respond quoting titles available with number of copies and unit price, by reply email only.
- (iii) In case of emergent requirements, orders may be placed with local vendors, however discount policy will remain the same.

3. Purchase Orders:

- (i) Supply of books has to be made strictly against and as per the purchase orders.
- (ii) Sending the acknowledgement of the receipt of purchase order, which is taken as acceptance of the purchase order, is mandatory, preferably by email.
- (iii) Any clarification/query regarding the purchase order should be sought from the Library within two (02) days of receipt of the order.

4. Supply:

- (i) The supply should be free of freight charges.
- (ii) Consignee and Mode of Dispatch: The books should be sent to THE LIBRARIAN, INDIAN INSTITUTE OF MANAGEMENT RAIPUR, GEC CAMPUS, SEJBAHAR, RAIPUR-492015, by Speed Post Parcel/Registered Parcel/Courier/Person. The charges will be borne by the supplier. Books sent via V.P.P. will not be accepted.
- (iii) Every supply should be accompanied by a delivery challan/bill, clearly bearing the details of the items and titles in supply, their quantity and price.

5. Time frame for supply, and cancellations:

- (i) Four (04) weeks (maximum) - for Indian titles
- (ii) Eight (08) weeks (maximum) - for Foreign titles
- (iii) After the expiry of timeframe, the purchase order automatically stands cancelled.
- (iv) Separate permission for supply of the cancelled titles should be sought from the Library through email.
- (v) The decision of accepting supply of cancelled titles is at the sole discretion of the Institute.

6. Edition specifications:

- (i) Latest editions of books must be supplied, unless mentioned otherwise.
- (ii) Paperback editions of books should be supplied, unless specified otherwise.
- (iii) Indian editions of books should be supplied, unless mentioned otherwise.
- (iv) In case of non-availability of paperback and Indian editions, clarification/permission should be sought, preferably by email, from the Library, regarding supply of the available editions.

7. Invoicing procedure:

- (i) Pre-receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies).
- (ii) A revenue stamp should be affixed on the original bill and should be signed by authorized signatory.
- (iii) Invoice should be raised in favour of Librarian, Indian Institute of Management Raipur, GEC Campus, Sejbahar, Raipur - 492015
- (iv) One invoice should be raised against one purchase order (P.O.) only. Titles from different P.O.s should not be combined and supplied under one invoice.

8. Undertaking: Every invoice should certify the following.

- (i) The prices charged in this invoice are the actual, current publisher's prices as billed to us; and are true and correct.
- (ii) The prices charged are as per the publisher's invoice (publishers/importers/distributors) and latest catalogue.
- (iii) The latest editions have been supplied, and they are not remaindered titles.
- (iv) The books supplied against this order have been checked against defects in collation, binding, and condition of accompanying material viz., CDs etc., and for other physical conditions. If any defects are detected later, the defective books will be replaced without any payment by the institute. The vendor will be liable to arrange for supply of replaced books at the destination of supply.

9. Mandatory enclosures with invoice:

- (i) A copy of publisher's catalogue (in case of non availability of recent catalogue publishers invoice may be considered) as a price proof.
- (ii) A currency conversion proof.
- (iii) Every price proof and currency conversion proof should contain seal and authorized signature of the vendor.

10. Discount:

The discount pattern offered in Financial Bid accepted by IIM Raipur should be followed.

11. Conversion Rates:

- (i) The prices in the invoice should be indicated in original currencies.
- (ii) GOC conversion rates as applicable on the date of the invoice should only be followed, and should also be clearly indicated on the invoice.

12. Return of Damaged Books: If a supplied book does not confirm to specifications or if the book is not in good condition, the Supplier will be asked to take back the book at his own expense and replace it within one month, otherwise the order will be cancelled. The Library will not be responsible for such books if not taken back and replaced within the said period.

13. Termination of empanelment: A vendor's empanelment may be terminated/dropped/black-listed from the panel of suppliers at the occurrence of any of the following event:

- (i) If the vendor fails to deliver even, at least 70% of the supply (in terms of number of titles) during the year.
- (ii) In case of breach of any terms of agreement, or unsatisfactory/inefficient working on the part of the vendor.
- (iii) If at any time it is found that the information provided by the vendor in any form about publications, services and related matters are incorrect and result in losses in any form to the Institute.

In such case(s), the institute will be at liberty to terminate the empanelment without giving any prior notice to the vendor/supplier, and the Institute reserves the right to claim the amount of loss occurred to the Institute, from the available invoices submitted by that vendor / supplier.

14. The Institute reserves the right to change or modify or amend or substitute any clause in the terms and conditions that are listed above if required, at any time.

15. All disputes and differences arising out or concerning the empanelment shall be subject to the sole arbitration of Director, IIM Raipur or his nominee. The decision of the arbitration shall be final & binding on both the parties. The empanelment will be interpreted under Indian Laws and disputes settled within the jurisdiction of court of law of IIM Raipur.

16. Other Terms and Conditions for Supply of Books

A. Supply of books

- i. All books supplied should be a latest reprint or edition as per bibliographic specification supplied, if the books are not found satisfactory, the same will be sent back and the expenditure will be borne by the supplier.
 - ii. The institute has right to accept or refuse the supply in parts or full or cancel the order without assigning any reason.
 - iii. Net payable price will be the publisher's price minus discount offered. The prices of the supplies shall include amount of taxes/duties leviable, if any.
 - iv. In the case of foreign publications, the original prices in the foreign currency shall be mentioned in the bill along with the prices in rupees charged in accordance with the approved rate of exchange.
 - v. No banned book(s) should be supplied and if any such book is supplied it would be forfeited.
 - vi. The supplier undertakes to refund the amount if charges in excess than the prices of books.
 - vii. Only one copy should be supplied unless stated otherwise.
 - viii. Books reviewed in Times Literary Supplement, Biblio, The book Review, The Economic & Political Weekly and other prominent Social Sciences/Humanities periodicals are to be supplied on specific approval basis.
 - ix. Transit Insurance will be borne by supplier till the supply reaches the destinations.
- B. If more time is required for supply of ordered title(s), the supplier has to inform to the undersigned office timely. If no communication is received from the vendor, then the supply order will automatically stand cancelled after stipulated time.
- C. Books should be delivered at IIM Raipur, GEC campus premises. Transportation, postal and any other charges, if any, will be borne by the supplier. Supplier should preferably make the delivery by registered post/courier service or through messenger.
- D. Books must be in good condition. Mutilated, soiled books if supplied have to be replaced without charging any extra cost.
- E. Damaged books, books with missing pages shall have to be accepted back by the supplier even after they have been stamped for accessioning.
- F. **Payment:** Payment will be made in Indian rupees only through bank transfer within reasonable time i.e. 30 days from the receipt of the consignment and bill with price proof, if the books are in good condition and there are no discrepancies of any nature.
- G. **Sub-letting of the Contract:** The successful applicants shall be responsible for full execution of the contract and shall not in any case assign or sublet ordered books or part thereof to any other party which will otherwise attract penalty of 10 per cent of the total value of the order by forfeiting Earnest money and even debarring and black listing of the successful applicants.

H. **Penalties:** In the event of the supplier failing, declining, neglecting or delaying the supply or in the event of any damage occurring or being caused by supplier, the Institute shall without prejudice to any other party remedy available to it under the law for the time being in force in the Chhattisgarh state.

- a. Terminate the supply order after 15 day notice, and or
- b. Recover the amount of loss caused by the damage, failure or default (including the consequential damage).
- c. Impose a penalty up to 10% of the total value of the order and confiscate earnest money.
- d. The delay in the supply and imposition of penalty shall be subject to “Force Majeure” and “Arbitration” clauses of the contract.
- e. Blacklisting through a notification to all similar Institute.

I. **Arbitration:** If at any time, any question of difference or dispute whatsoever arises between two parties hereto or in relation to a part thereof, either of the party may give to other notice in writing of the existence of such a question or dispute or difference and same shall be referred for award to two arbitrators, one to be nominated by the Institute and the other by the supplier, or in case of such arbitration, not agreeing then the award or an ‘umpire’ appointed by the arbitrator in writing before proceeding with the case. The decision of the Arbitrators/Umpires shall be final and binding on the parties.

The provision of relevant Act and of the rules there-under and any statutory modification thereof shall be deemed to apply to arbitration. Either party shall serve such notice of existence of any question, dispute or differences in connection with the contract within 30 days of the beginning of such disputes, failing which all rights or claim under this contract shall be deemed or have been forfeited and absolutely barred.

Upon every of any such reference the cost and incidentals to the reference and award respectively shall be at discretion of the Arbitrators/Umpires appointed by them who may determine any client or as between parties and shall direct by whom and in what manner the same be borne and paid. The supply to be executed under the contract shall if reasonably possible, continue during arbitration proceeding and no payment due from or payable by the Institute shall be withheld because of such proceedings except to the extent which may be in dispute. Jurisdiction for all arbitration cases or legal cases shall be Raipur courts only.

J. The institute reserves the right to accept or reject any tender fully or partly at any time prior to the award of the contract.

K. Any legal disputes that may arise out of the contract shall be subject to the jurisdiction of a court in Raipur (CG), India.

Signature of the Tenderer & Seal

**INDIAN INSTITUTE OF MANAGEMENT RAIPUR
RAIPUR - 492015**

**APPLICATION FORM FOR EMPANELMENT OF VENDORS FOR SUPPLY OF
BOOKS TO THE LIBRARY, IIM RAIPUR**

*(STRIKE OFF WHICH EVER IS NOT APPLICABLE)
(Please read the terms and conditions carefully before filling the form)*

1. Name of the Firm:

2. Address(es) of Head Office & Branches with telephone numbers, fax numbers, email addresses, and website, if any:

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3. Kind of Proprietorship:

(i) Name and address of Directors / Managing Directors / Proprietor:

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(ii) If partnership, name and address of partners

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4. Please tick mark and provide documentary proof of your membership in any of the following associations:

- (i) Good Offices Committee (GOC): Yes/No
- (ii) Federation of Publishers' and Booksellers' Association of India (FPBAI): Yes/No
- (iii) Any other State/National Association(s) of books suppliers:

5. Are you a distributor/dealer/stockiest/exclusive/preferred agent of any publisher? If so, please attach copies of the authority letters issued by the publishers along with the details of yours distributorship / dealership / stockiest/ exclusive or preferred agents.

6. Is the firm an Income Tax payee? If so, please attach one copy of Income Tax returns of last three consecutive years and also a copy of PAN card of the partners/owners.

7. Please provide details of your firm's Sales Tax Registration No. (Attach: copies of, GST, CST Certificate).

8. Minimum 6 references of the Libraries of national reputed organizations with whom you are already registered may be quoted.

9. Please provide details of annual turnover of the firm for the last three consecutive years with documentary evidence.

10. Please provide an affidavit on a non-judicial stamp paper of Rs. 100.00 for not having black-listed for minimum five (05) years by any of the Institutes or Universities or Government organizations in India.

DECLARATIONS

- (i) I/We _____
(names of partners/proprietors or share-holders) do hereby declare that the entries made in this application form are true to the best of our knowledge.
- (ii) I/We also hereby declare that all matters related to IIM Raipur shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority.
- (iii) Mr. _____, whose signatures are given below, is an authorized representative of this firm.
- (iv) I/We also undertake the responsibility to communicate all subsequent changes in the constitution or working of firm, affecting the accuracy of the facts, stated above.
- (v) I/We assure that if empanelled, the firm will serve the Institute for a minimum period of one year.
- (vi) I / We have read and understood the terms and conditions of IIM Raipur as mentioned in the document and consciously agree to abide by them.

Place:

Date (with Firm's Seal):

Signature of Owner/ Partners/Proprietors:

Financial Bid

Percentage of Discount offered(to be mentioned both in figures and words)

Sl. No.	Category of Book	Single copy	Multiple copies
1	Foreign Books		
	i. Text Books		
	ii. Reference Books		
	iii. General Books		
	iv. World Bank Reports		
	v. IMF Publications		
	vi. UNO and other publications		
2	Indian Books		
	i. Text Books		
	ii. Reference Books		
	iii. General Books		
	iv. Government Publications		
	v. Institutional and Public documents		

Date:
Seal

Signature of the Bidder with

Proforma for Technical Bid

Sl.No.	Particulars	Yes/No
1	Name of the Agent/Vendor	
2	Complete Postal Address with Tel. No., Fax,/Email	
3	State about the Financial Status and Turn over (you may attach balance sheet for the last three years)	
4	PAN	
5	Enclose details of your valid current registration with the Good Offices Committee/ Federation of Publishers & Book Sellers Association of India or with any other National body	
6	Experience/ Clientage: (The Prospective bidder has to enclose latest Photocopies of the minimum of five work orders of the reputed educational institutions for the supply of books which at least two should be for reputed Government Libraries/State or central universities/Institutions)	
7	Enclose an undertaking stating that the firm is not blacklisted from any Government of India/State or central Universities/Autonomous institutions within a period of last five years	

Date:

Signature of the Tenderer