



भारतीय प्रबन्ध संस्थान, लखनऊ

INDIAN INSTITUTE OF MANAGEMENT LUCKNOW
Prabandh Nagar, IIM Road, Lucknow-226013

E-TENDER NOTICE INVITING TENDER

NIT NO: IIML/PUR/LIB_EMPNL/29/2020-21

DATE: 01/03/2021

Online E-tenders are invited from interested Vendor/Firm/Agency for Empanelment of books supplier who can supply (Single Copy) and Text Books (Multiple Copies) in Print /E-Books/Audio Book/Kindle Formats to IIM Lucknow and Noida Campus Libraries in E-mode. The total annual estimated cost of tender is Approx. Rs.1.25 crores. A free view of NIT is available on Govt. E-Procurement portal i.e. <https://eprocure.gov.in>. Interested Vendor/Firm/Agency are requested to sign-in (new user sign-in only with DSC) online to obtain user-ID and password using Digital Signature. The tender documents comprise of Technical bid and Financial bid. It is requested to download the Tender on acceptance of terms & conditions. The Technical bid and Financial bid duly filled have to be uploaded on E-Portal of Government E-Procurement site i.e. <https://eprocure.gov.in> using Digital Signature before the last date & time of submission as mentioned in the tender notice. The credentials as listed below shall be uploaded online.

Bid Information Sheet

DocumentDescription	Tender Document for "Empanelment of books supplier who can supply (Single Copy) and Text Books (Multiple Copies) in Print /E-Books/Audio Book/Kindle Formats to IIM Lucknow and Noida campus"
Tender Date	01/03/2021
Last date & Time of Submission of ResponsetoTenderDocument	23/03/2021, 02:00 PM
Bid Opening (Venue, Date & Time)	Purchase Department, IIM Lucknow, Prabandh Nagar, IIM Road, Lucknow-226013, 24/03/2021, 03:00PM
Validity of Tender	120 (One Hundred Twenty) days from the date of opening of tender.

Chief Administrative Officer
Indian Institute of Management Lucknow

ELIGIBILITY CRITERIA:

1. The bidder should have minimum 5 years experience in supply of books etc. to Government departments/Ministries/ reputed Institutions. (attached relevant documents supply order/empanelment letter)
2. The bidder should have average annual turnover of Rs. 2 Crore during last 5 financial years. CA certificate of audited turn-over for 5 years must be attached with technical bid.
3. The bidder should have valid Registration with GST and Income Tax Dept. (Enclose GST Registration certificate and PAN card)
4. The bidder should render a certificate that his firm is not blacklisted by any Government Agency (as per Annexure-I enclosed).

GUIDELINES FOR BIDDERS

5. IIM Lucknow invites the Bids for "Empanelment of books Supplier who can supply (Single Copy) and Text Books (Multiple Copies) in Print /E-Books/Audio Book/Kindle Formats to IIM Lucknow and IIML Noida Centre Libraries".
6. Tenderer who has downloaded the tender from the Govt. site shall not tamper/modify the tender form including downloaded financial bid template in any manner. Incase if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
7. Intending tenderers are advised to visit website <https://eprocure.gov.in> regularly till closing date of submission of tender for any Corrigendum/Addendum/Amendment.
8. The details of terms and conditions are being given in Tender document. The bidder has to fill all necessary details as per tender document.
9. All filled bids are to be uploaded on the above site on or before last date & time mentioned on 1st page. **Manual bids shall not be accepted.**
10. The bidders are required to submit a 'Bid Security Declaration Form' in the format provided at **Annexure-II**

GYANODAYA: LIBRARY (The Learning Resource Centre)
INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

SCOPE OF WORK

1. All orders are time bound and must be supplied within the period as specified below:

I PRINT FORMAT:

- (A) Documents available locally 1 week
- (B) Documents to be procured from abroad
 - (B1) Surface mail 3 months
 - (B2) Air Mail 4 weeks
- (C) Textbooks (multiple copies, locally available) within 2-5 days
- (D) Textbooks (multiple copies, procured from abroad) within 4 weeks

II. E-BOOK/AUDIO BOOK/KINDLE BOOK:

Single/Multiple Copies within 2-5 days.

2. Access of E-Books/ Audio Books/Kindle Books as specified below:

- (A) Single Copy : Perpetual Access
- (B) Multiple Copies : Perpetual Access/ 2 Year Subscription

SPECIAL INSTRUCTIONS TO SUCCESSFUL BIDDERS

1. A confirmatory order stands for book(s) supplied on inspection and requires only a bill to be sent.
2. Acknowledging the receipt of an order is must within Two days, by return email.
3. All bills must be sent in duplicate.
4. Prices quoted in challans, bills, etc. for all publications should be accompanied by publishers/importers/distributors invoice publishers' current catalogue of supplied title. The following certificate on the body of all bills should be provided *Certified that the prices are just and correct*
5. RBI Conversion Rates prevailing on the date of raising of bill will be considered for making payment in case a book is priced in foreign currency and proof of the same must be attached. Its Rupee equivalent must be mentioned.
6. Up to 15 percent unused ordered text books may be returned.
7. Library will accept only the latest editions of ordered titles, unless advised otherwise.
8. Delivery will be at our institute libraries at Lucknow or NOIDA Centre, as the case may be.
9. Supplier must take price confirmation of documents which exceeds Rs. 8000/-.
10. Supply must be assured for each and every title ordered, within stipulated time. In case of failure, orders may be cancelled and no future order/s will be placed to the defaulter.
11. Foreign publications, if available at Special Indian Price, must be supplied at Indian Price.

12. Please mention the order No., date and on all invoices/bills, correspondences and consignments. Address them to the Librarian. In case of any mall practices, Institute will take appropriate action.
13. Contract will be for 1 year from the date mentioned in the empanelment letter. Based on the performance of the empaneled supplier(s), this contract/empanelment can be extended further with mutual consent for 2 (two) years (yearly basis).
14. We do not pay any freight charges
15. IIML reserve the right to accept or reject any of the tenders without assigning any reason.
16. Disputes, if any, would be subject to jurisdiction of Lucknow court only.
17. All Empaneled parties have to sign an agreement on non-judicial stamp paper of Rs.100/- (cost of the stamp paper to be borne by the vendor/ bidder).

GENERAL TERMS & CONDITIONS:

1. **Performance Security Deposit:** On issue of the work order for empanelment, the supplier shall Deposit Security for Rs. 50,000/- (Rupees Fifty Thousand only) in the form of **DD/FD/BG** from any scheduled bank in favour of 'Indian Institute of Management Lucknow' payable at Lucknow. The validity of FDR/ BG shall be equal or more than the period of contract plus 60 days. This Security Deposit may, at the option of the IIM Lucknow be forfeited in the event of the contractor's failure to fulfill any of the obligations under the contract / agreement. The security deposit shall be refunded by IIM Lucknow to the contractor after 60 days of the expiry or termination of the contract. The security deposit shall not carry any interest. It is distinctly understood that the IIM Lucknow shall be entitled to appropriate all dues and/or expenses that will be due and payable by the contractor to IIM Lucknow under the items hereof, and/or result of IIM Lucknow suffering or incurring any damages and/or extra expenses by employing any services to IIM Lucknow consequent to the failure of the contractor to discharge the said services and/or any part or parts thereof to the satisfaction of IIM Lucknow without prejudice to its right against the contractor for damages under the Law, and that shall be recovered from contractor's monthly bill and/or security deposits.
2. Agency will be empanelled initially for a period of one year, which may be extended further period of 2(Two) year (on yearly basis), subject to satisfactory performance of the agency and on mutual consent.
3. MSME registered agency may be given exemption in EMD. A copy of registration certificate is required to avail the exemption/relaxations.
4. Institute also reserves the right to modify the terms and conditions for empanelled agencies during the contract/renewal of the contract.
5. Payment shall be made within 30 working days after receipt of the final bill, duly supported by all required documents and recommendation of respective library head.
6. All further communication will be through email only.
7. One or more agency/ies may be empaneled. The bidder quoting the highest discount (H1 bidder) will be discovered for each category. Other technically qualified bidders will be invited to match with the discount quoted by the H1 bidder(s). After empanelment the order will be placed at the discretion of the institute.

8. It is clearly understood by the parties that no financial liability of any type is created by the issuance of the letter of empanelment.
9. IIM Lucknow being a premier educational institute, many of the requirements could be of emergency in nature. The agency has to respond to such requirements at short notice despite holidays/beyond office hours.
10. In case of any dispute arising out of the terms and conditions of contract or assignment, the matter shall be referred to the Sole Arbitrator to be appointed by the Director, IIM Lucknow and the award of the Sole Arbitrator shall be binding on both the parties to this agreement. Any legal dispute arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within the local limits of Lucknow, Uttar Pradesh
11. **Forfeiture of Performance Security/Security Deposit:**
 - a) Non-execution of the supply in accordance with the contract conditions or as per the specifications mentioned in the documents.
 - b) Stops the execution of supply of books without giving prior information to the IIM.
 - c) Commits breach of any of the provisions of the contract.
 - d) Conditional acceptance of the work order differ from the tenders shall not be considered.
 - e) In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/Performance Security shall be forfeited.
 - f) In case the agency fails to execute the assigned work in time-frame manner. The institute reserves the right to have the work completed alternatively at the contractor's risk and expenses without any further notice to him. The contractor will have no claim for compensation for any loss, which he suffers in case of default of the contracted terms. In case of any default by the contractor, his security deposit will be forfeited.
12. **Forfeiture of EMD and Blacklisting of bidder:**
 - a) The bidder shall not make any changes in the downloaded tender document. In case any such changes made by bidder, the EMD of the bidder will be forfeited and the bidder may be debarred / blacklisted.
 - b) In case the bidder withdraws his bid after last date for submission of bid or does not accept the work order on award of work, EMD of that bidder (s) will be forfeited and the bidder (s) may be debarred / blacklisted.
 - c) In case the bidder provides false or misleading information in the bid or encloses forged / fake documents with the bid, the EMD of the bidder will be forfeited and the bidder (s) will be debarred / blacklisted.
 - d) Any attempt to cheat or hiding of material facts related to the information sought in the Technical bid will be also result in forfeiture of EMD.
13. **Termination Clause:**
 - a) The empanelled agency will not be allowed to engage any other Sub-agency to execute the assigned work/job. In such event, the empanelment will be cancelled and security money will also be forfeited.
 - b) IIM Lucknow reserves the right to empanel any other agency or cancel the empanelment without assigning any reason with due notice thereof even before the expiry of the period of empanelment.
 - c) In the event that the agency fails to meet the institute's requirements, the institute shall be constrained to terminate the empanelment with due notice of one month.
 - d) The IIM Lucknow may at any time terminate the Contract by giving a written notice to the awarding firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice

or affect any right of action or remedy, which has accrued or will accrue thereafter to the department.

14. Penalty Clause:

- a) In case of any discrepancy/ complaint found in supply from user department or suo-moto during any execution of assigned work. The agency shall have to re-supply on own expenses within stipulated period. A penalty of Rs.1000/- per such event will be charged and duly deducted from Security Money/ running bill.
- b) **In case of delay in supply by one week, the Institute may charge a penalty equivalent to 0.5% of the order value per week and maximum upto 10% total order value.**

15. Disqualification: The proposal is liable to be disqualified in the following cases:

- a) Proposal not submitted in accordance with this document.
- b) During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices. 3. Proposal is received in incomplete format.
- c) Proposal is received after due date and time.
- d) Proposal is not accompanied by all requisite documents.
- e) Information submitted in the tender proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- f) EMD/ MSME Certificate not submitted.
- g) Incomplete Financial Bid (any rates not filled).
- h) Financial Bid Format is attached with this Bid just for the information about the format in which separate financial bid is available on CPP Portal which is required to be duly filled in and submitted separately in the Standard format of CPP Portal. Bidders are required to fill the Specific Financial bid separately given at CPP portal. The Financial bid attached along with this technical bid must not be filled by the bidder. In case the filled in attached financial bid is found along with this technical bid then the bid of such Bidder shall be straightaway rejected.

16. Force Majeure : Force majeure is hereby defined as any cause which is beyond the control of the contracted bidder or IIML as the case may, which they could not foresee with a reasonable amount of diligence and which could substantially affect the performance of the contract, such as natural phenomena (including but not limited to floods, droughts, earthquakes, epidemics, etc.), acts / directions of any Government (including but not limited to war, declared or undeclared, priorities quarantines, embargos, etc.); provided that either party shall within 15 days from the occurrence of such a cause notify the other party in writing of such causes. Bidder to note that rains, droughts and monsoons are not part of force majeure and bidder is required to provide all its facility as per the stipulated minimum requirements.

The bidder or IIML shall not be liable for delays in performing their obligations resulting from any force majeure cause as referred to the defined above. Hence during the period of force majeure, as indicated and covered above, during which the services are not provided by the contracted bidder or not availed by IIML, both parties will not be liable for their obligations under the contract. Thus the Force Majeure will free both parties from contractual obligations / liability when prevented by such events from fulfilling obligations as the same will be suspended for the period of Force Majeure. However, if the performance in whole or part or any obligation under this contract is prevented or delayed for period exceeding 120 days, either party may at its option terminate the contract without any financial repercussions on either party by giving at least 15 days notice.

GYANODAYA: LIBRARY (The Learning Resource Centre)

INDIAN INSTITUTE OF MANAGEMENT

PRABANDH NAGAR, OFF SITAPUR ROAD, LUCKNOW 226 013

NIT NO: IIML/PUR/LIB_EMPNL/29/2020-21

DATE: 01/03/2021

TECHNICAL BID

A.	General Information	
1	Name and address of Supplier/Vendor	
2	Email & Mobile No.	
3	GSTIN & PAN (Enclose Copy)	GSTN No. _____ PAN No. _____
4	Name(s) of the Indian and foreign publishers represented. (Attach supporting documents)	
B.	Eligibility Criteria Details	
1	Average Annual turn-over for the last five years. Following documents are to be attached:- i) Certificate from C.A. regarding annual turnover with Balance Sheet for the last five financial years ii) Copy of the IT Returns for the last five financial years iii) Details of Registration as Company/ Firm / Establishment.	
2	Experience & Clientage for the last five years (Attach supporting documents)	
3	Have you enclosed Undertaking (Annexure-I) on the letter?	Yes / No
4.	Have you enclosed Bid Security Declaration Form (Annexure-II) on the letter?	Yes / No

Date: _____

Place: _____

STAMP & SIGNATURE OF THE BIDDER

Financial Bid

Rate of Discount in % (Minimum acceptable discount is 30% except for No/Short discount items)			
S.No.	Type of Publication	Single Copy	Multiple Copies
1	Foreign Publications in English		
2	Indian Publications in English		
3	Indian Publications in Hindi		
4	Government / Institutions / Society Publications		
5	CDs/DVDs		
6	E-Books /Audio Books/E-Content		

Note: The successful bidder(s) may be called for negotiation by the Tender Committee formed for the purpose. One or more agency/ies may be empaneled. The bidder quoting the highest discount (H1 bidder) will be discovered for each category. Other technically qualified bidders will be invited to match with the discount quoted by the H1 bidder(s). After empanelment the order will be placed at the discretion of the institute.

Date: _____

Place: _____

STAMP & SIGNATURE OF THE BIDDER

Annexure-I

UNDERTAKING ON LETTER HEAD

I / We _____ Partner / Sole Proprietor (Strike out which is not applicable) of (Name & Address of Firm) _____ to hereby declare and solemnly affirm:-

- a) That the individual/ firm/ Agency is /are not debarred or black-listed by any department of the Union Govt./State Government or any Autonomous Institute.
- b) That the individual Publisher/ Vendor/Firm/Partner/ Agency if already empaneled is/ are not having any pending unsupplied orders received from IIML/ IIML Noida Centre Libraries.
- c) That no partner or shareholder, directly or indirectly connected with the applicant has been debarred or blacklisted by any department of Union Govt./State Govt. or Autonomous Institute.
- d) That the terms and conditions for supply of books etc. at IIML, IIML Noida Centre Libraries are acceptable to me/ us. I/We will abide by them in Letter and spirit.
- e) That I/ We will supply the required books/publications/CDs/ DVDs etc. within the stipulated delivery period.
- f) That no partner or shareholder, directly or indirectly is connected/related to any employee working in the Libraries of IIM Lucknow.

I/ We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been concealed therein. We understand that in case the information provided by us found to be false/ incomplete at any stage, our bid / empanelment will be liable to be cancelled / terminated and attract appropriate action.

Date: _____

Place: _____

STAMP & SIGNATURE OF THE BIDDER

Annexure II

Bid Security Declaration Form
<on the Letterhead of the Bidder>

To,
The Chief Administrative Officer (CAO),
Indian Institute of Management Lucknow

<Date>

Dear Sir,

I/We, the undersigned declare that: I/We understand that bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with IIML for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; 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 Bank Guarantee, in accordance with the Instructions to Bidders.
- c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (i) the receipt of your notification of the name of the successful Bidder; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Date: _____
Place: _____

STAMP & SIGNATURE OF THE BIDDER