Empanelment of Book Vendors/ Suppliers at IIM Kashipur Library for the period 2023 – 2025



(Under the aegis of the Department of Higher Education, Ministry of Education, Government of India) Kundeshwari, Kashipur, District- Udham Singh Nagar, Uttarakhand 244713, India.

The vendors will submit the complete details on or before 09.10.2023.

# **SECTION -I**

# Empanelment of Vendors for Supply of Books to Library, IIM Kashipur, Kundeshwari Uttarakhand Campus- 244713

Indian Institute of Management Kashipur (Uttarakhand) is an Institute of National Importance (Under the aegis of the Department of Higher Education, Ministry of Education, Government of India) that provides high-quality management education and promotes allied areas of knowledge and interdisciplinary studies. The Institute invites the Empanelment of book vendors towards **"Empanelment of Vendors for Supply of Books"** to IIM Kashipur. This Empanelment will be valid for a period of two years from the date of final approval of the empanelled suppliers list, and it may be further extendable annually at the sole discretion of the Institute.

# **INSTRUCTIONS TO VENDORS**

- 1. Empanelment in sealed covers is invited for the Empanelment of Vendors for Supply of Books with the following terms and conditions. Please super scribe the outer covering of the sealed Empanelment as "Empanelment of Vendors for Supply of Books" to avoid the Empanelment being declared invalid. Empanelment not superscribed with the details mentioned above may be declared invalid.
- 2. Issue of Empanelment: The empanelment document can be downloaded from the Institute website- <u>www.iimkashipur.ac.in/.</u> Please visit our website for any corrigendum/amendments and submit the Empanelment document accordingly. Any addendum/corrigendum regarding this Empanelment shall be issued on the website mentioned above. No separate notification shall be published in the newspaper; the vendor is therefore requested to visit the institute's website regularly to keep themselves updated.
- **3.** The complete details are to be submitted by the vendors on or before 09.10.2023 by 18:00 hrs as per the terms and conditions prescribed below:

| ±                                      | All prospective vendors may download the Empanelment document |  |  |  |
|--|---|--|--|--|
|  | free of cost from IIM Kashipur official website,              |  |  |  |
|  | www.iimkashipur.ac.in   |  |  |  |
| Postal address for sending the LIBRARY |   |  |  |  |
| Empanelment                            | INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR                      |  |  |  |
|  | KUNDESHWARI, KASHIPUR, DIST. UDHAM SINGH NAGAR,               |  |  |  |
|  | UTTARAKHAND (INDIA) PIN 244713                                |  |  |  |
|  | Website: <u>www.iimkashipur.ac.in</u>                         |  |  |  |
| Date and Time of online                | 19 September 2023 at 1800 hrs                                 |  |  |  |
| Publication/Download of                |   |  |  |  |
| Empanelment                            |   |  |  |  |
| Empanelment Submission                 | 19 September 2023 at 1800 hrs                                 |  |  |  |
| Start Date & Time                      |   |  |  |  |

| Last date and Time of         | 09 October 2023 at 1800 hrs. Any changes to the schedule will be |
|-------------------------------|--|
| submission of Empanelment     | notified on the Institute's website.                             |
| Contact Person                | Librarian & Convener, Library Committee                          |
| (For any clarification during | Indian Institute of Management Kashipur                          |
| the Empanelment process)      | Email: <u>librarian@iimkashipur.ac.in</u>                        |
|                               | Telephone No +91 -7088270882, 7900444090 (Extn. 610)             |

- **4. Rejection of Empanelment:** Canvassing by the Vendor in any form, unsolicited letter, and postempanelment correction may invoke summary rejection.
- 5. Payment Terms: Payments will be made through ECS/ NEFT within 45 days after submission of bills and satisfactory delivery of goods. Taxes like GST and others will be paid as per Govt. norms. No advance payment(s) will be made. On receipt of the Final payments, the Vendor shall furnish a "No Claim Certificate" to IIM Kashipur.

### **SECTION -II**

### **GENERAL TERMS AND CONDITIONS**

- Indian Institute of Management, Kashipur invites an open Empanelment for "Empanelment of vendors for Supply of Books to IIM Kashipur for a period of Two Years from the date of start of the Empanelment" (The Empanelment may be extended annually on mutual agreement of both parties). Institute reserves the right to curtail or extend the validity of Empanelment on the same discount rates and terms and conditions or such period as may be mutually agreed and subject to satisfactory performance of the Supplier/Vendor.
- **2.** Strict discipline is expected to be maintained concerning an application for Empanelment. No canvassing or repeated communication should be made with the library. Failing to maintain this discipline, the applicants are liable to be blacklisted by the Institute.
- **3.** The applications will be scrutinised and shortlisted for Empanelment by the Institute. As required, the shortlisted vendors will be informed by email or by regular post for further procedures.
- **4.** IIM Kashipur reserves the right to reject any or all Empanelment without assigning any reasons whatsoever and at any moment in time. No correspondence shall be entertained in this regard.
- **5.** The vendor should render a certificate that his firm is not backlisted by any Government Agency (As Per Annexure-1 enclosed)
- 6. IIM Kashipur reserves the right to accept/reject/select more than one Contractor and to annul the empanelment process of any or all Empanelment at any time before awarding the contract without incurring any liability to the affected vendor.
- 7. Termination of Contract: IIM Kashipur shall have the right to terminate this Contract in part or in whole in any of the following cases: -
  - (i) The agreement may be terminated in whole or in part by either party in the event of a material breach by a party that is not cured within thirty (30) days of notice from the non-breaching party.
  - (ii) The Seller is declared bankrupt or becomes insolvent.
  - (iii) The Buyer has noticed that the Seller has sublet the contract.
  - (iv) The buyer reserves the right to terminate the contract after giving the seller three months' notice if the work is unsatisfactory.
- 8. Amendments: No provision of the present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

### **SECTION - III**

### Eligibility Criteria for Empanelment of the Vendors

- 1. Proof/ Supporting documents to be enclosed with the empanelment documents in support of the following eligibility criteria:
  - (i) The firm must be a member of the "Federation of Publishers & Booksellers Association of India" (FPBAI) or "The Delhi State Booksellers & Publisher Association" Membership certificates issued by FPBAI & DSBPA should be enclosed.
  - (ii) The firm must have empanelled for at least three years in the relevant field, like a supply of books from the last date of submission of the proposal to any institute of National importance like IIMs, IITs, NITs, etc. Letter of the empanelled from at least two institutions mentioned above during the last five years must be enclosed to support this.
  - (iii) The firm should not be blacklisted by any IIMs, IITs, IISER, NITs, State and Central Universities and Government Institutions in the last five years from the last date or submission of the proposal. A self-declaration towards non-blacklisting as per Annexure-III should be enclosed. The vendors/publishers must be registered with GST, IT, and other statutory registrations. The vendors/ suppliers must have valid registration with GST and Income tax Dept. (Copy of GST registration certificate and PAN CARD to be attached).
  - (iv) The firm must have at least Five years of experience in the book trade.
  - (v) The firm should have an average turnover of Rs. 30 Lakh (Rupees Thirty Lakh only) at least in the last two financial years, F/Y- 2021-22, and F/Y- 2022-23. (A self-attested copy of the certificate issued by a Chartered Accountant or Audited Annual Report shall be enclosed along with the ITR of the above financial years).

### 2. Mandatory documents are to be enclosed in support of the above Eligibility criteria.

- (i) A copy of all documents in support of the above eligibility criteria, along with the supporting Documents in the enclosed format as per Annexure -I.
- (ii) Empanelment forwarding letter as per Annexure-II.
- (iii)Power of Attorney/Authorization letter, if Empanelment is submitted by an authorised representative of the firm (on the letterhead of the vendor)
- (iv) It was a duly signed and stamped copy of the empanelment documents.
- (v) All other Documents, as required in terms of the Empanelment, to claim eligibility. Note: The vendor must affix its seal and sign on all pages of the above-supporting documents, which should be sent along with the Empanelment. Empanelment received after the last date and time of empanelment submission will not be considered and summarily rejected.
- **3. Discounts:** The discount should be quoted in the format as per **Annexure -IV**; the Vendor shall not tamper/modify the Empanelment format in any manner. Empanelment will be rejected entirely if the same is found to be tempered/modified in any form.

### **SECTION - IV**

# IMPORTANT TERMS OF CONTRACT FOR EMPANELMENT

# 1. Award of offer:

- (i) One or more vendors will/can be empanelled for the Supply of books. The highest discount quoted by the firm for individual category publications, Hindi publications- single copy and multiple copies as per the Financial Proposal will be offered to all qualified vendors. Those vendors who accept the offer will be empanelled for the Supply of books.
- (ii) The vender/s should accept the offer within 10 days from the date of receipt for Empanelment, failing which the request will be cancelled automatically.
- (iii)Initially, the empanelment period will be two years from the date of Empanelment. After the end of the one-year empanelment period, the institute reserves the right to extend the validity of the Empanelment of the same discount rates and terms and conditions for such a period as may be mutually agreed and subject to satisfactory performance of the vendor.

# 2. Delivery of Order

- (i) The vendor should acknowledge the receipt of the purchase order, preferably by email, which is taken as an acceptance of the Purchase Order.
- (ii) Any clarification/query regarding the purchase order should be sought from the Librarian within (05) days of receipt of the order.
- (iii) The vendor should send the supply position/status of the books within seven (07) days from the purchase order date; otherwise, the order should be treated as cancelled and transferred to another vendor.
- (iv) The book should be sent to "The Librarian, Indian Institute of Management Kashipur, Kundeshwari, Kashipur, District- Udham Singh Nagar, Uttarakhand 244713" or to the address provided by the Librarian through the Speed Post Parcel/ Registered Parcel/Courier Services/Person or any other mode at free of freight charges. The institute will not be liable for any loss or damage in transit.
- (v) The vendor must strictly execute all the supplies within the stipulated time (60 days in case of foreign publication and 15 30 days in case of Indian publication from the date of issue of the purchase order). However, the vendor must deliver the books against an order at the earliest.

### 3. Time Frame for Supply of Books

- (i) 15 30 days (maximum) for Indian/ Foreign titles (if available in India).
- (ii) 60 days (maximum) for foreign titles (if not available in India).

# 4. The Books should be consigned to The Librarian, Indian Institute of Management Kashipur Kundeshwari, Kashipur, District -Udham Singh Nagar, Uttarakhand 244713.

**5.** In case of delay in the delivery of books due to out-of-print (OFP) or Print-on-demand (POD), the vendor must inform and seek permission from the institute for the Supply. The vendor must submit proof from the publisher supporting the out-of-print and print-on-demand title/s.

- **6.** In case of titles that are not supplied, a certificate of non-availability of those titles in the market from the publisher/publisher's distributor/stockiest should be furnished within the due date of Supply.
- 7. Latest editions of books must be supplied unless reasoned otherwise, and they are not remaindered titles.
- 8. If the provided reason for the delay is justified with adequate proof, e.g., communication from Publisher/Publisher's, distributor or stockiest, the Competent Authority may consider extending the supply time as may deem fit.
- **9.** If a delay is foreseen in Supply, the concerned empanelled vendor should communicate to The Librarian, IIM, Kashipur.
- **10.** Every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in Supply, their quantity and price.

# 11. Invoice

- (i) A hard copy of the invoice will be submitted in triplicate in the name of Indian Institute of Management Kashipur and addressed to "The Librarian".
- (ii) The invoice should contain the Purchase Order number and date. The items in the invoice should be as per the given purchase Order.

# **12. Price Proof**

- (i) The vendor shall have to furnish the price proof of the books; in case of any price manipulation when detected at any stage, the vendor shall be responsible for the same, and the excess amount charged shall be refunded to the institute.
- (ii) To support price proof, the vendor should provide a copy of the procurement invoice from the publisher/distributor/copy of the publisher's price list, etc.
- (iii) The vendor should sign and stamp every price proof and currency conversion proof.

# 13. Currency Exchange Rate

- (i) In case of foreign publication, the original price in foreign currency shall be mentioned in the invoice along with the Indian fee charged per the approved exchange rate.
- (ii) Financial Benchmark India Private Ltd (FBIL) Reference Rate/Currency Conversion Rate or any nationalised bank currency Conversion Rate as applicable on the date of the Invoice should only be followed, and it should also be indicated on the invoice.

### 14. Payment

- (i) Payment will be made within 45 days of receipt of the consignment/books in good condition and after submission of the invoice.
- (ii) All payments shall be transferred to NEFT/RTGS only, and publishers/distributors/suppliers/agencies shall submit their bank details along with their bills/invoices.

### 15. Penalty clause

- (i) In case of any discrepancy/complaint found in Supply from the user department or Suo-moto during any execution of assigned work. The agency must re-supply at its own expense within the stipulated period. A penalty of Rs.1000/- (Rupees One Thousand only) per such event will be charged and duly deducted from the security Money/running bill.
- (ii) In case of a delay in supply by one week, the institute may charge a penalty equivalent to 0.5% of the order value per week and a maximum of up to 10% of the total order value.

Note- If any dispute emerges during the contract period, it will be settled in IIM Kashipur court.

# **Empanelment Document**

| Date of Submission of Empanelment: 09.10.2023                               |   |         |  |  |  |
|---|---|---------|--|--|--|
| Empanelment for : Empanelment of Vendor for Supply of Books to IIM Kashipur |   |         |  |  |  |
| Name of the Firm:   |   |         |  |  |  |
| Corre   | Correspondence Address:   |         |  |  |  |
| Tel/N   |   |         |  |  |  |
| Emai  |   |         |  |  |  |
|   | Copies of all supporting documents duly signed and stamped by the vendor in support of the  |         |  |  |  |
| below Particular must be enclosed   |   |         |  |  |  |
| Sr.   | Particular  | Details |  |  |  |
| <u>No.</u>  | This firms must have sugglied healts during the last three means from the   |         |  |  |  |
| 1   | This firm must have supplied books during the last three years from the   |         |  |  |  |
|   | previous date of the proposal submission to any institute of National   |         |  |  |  |
|   | Importance like IIMs, IITs, and NITs—letter of Empanelment from at least<br>two Institutions mentioned above. During the last three years, there has to |         |  |  |  |
|   | be enclosed support for this.   |         |  |  |  |
| 2   | The firm must be a member of the Federation of Publishers & Booksellers   |         |  |  |  |
| 2   | Association of India (FPBAI) or the Delhi State Bookseller & Publisher  |         |  |  |  |
|   | Association (DSBPA); membership certificates issued by FPBAI or DSBPA   |         |  |  |  |
|   | should be enclosed. The firm must have 05 years' experience in the book   |         |  |  |  |
|   | trade.  |         |  |  |  |
| 3   | The firm should not be blacklisted by any IIMs, IITs, NITs, IIScs, IT, IISER,   |         |  |  |  |
|   | NISER State/Central Universities and Government Institutions in the last  |         |  |  |  |
|   | five years from the later date of submission of the proposal, Self-declaration  |         |  |  |  |
|   | towards non-blacklisting as per the format in Annexure-III should be  |         |  |  |  |
|   | enclosed.   |         |  |  |  |
| 4   | The firm must be an authorised distributor/dealer/supplier of the publisher.  |         |  |  |  |
|   | Recent authorisation certificates from a reputed publisher have to be   |         |  |  |  |
|   | enclosed.   |         |  |  |  |
| 5   | The firm should have an average annual turnover of Rs. 30 (Rupees Thirty  |         |  |  |  |
|   | Lakh only) in the last two financial years, 2021-22 and 2022-23. Copy   |         |  |  |  |
|   | Audited Profit Loss Accounts and Balance Sheets duly certified by a   |         |  |  |  |
|   | Chartered Accountant should be enclosed in support of this, along with the  |         |  |  |  |
|   | ITR of the above financial years.   |         |  |  |  |
| 6   | Copy of PAN / GST No. should be enclosed.   |         |  |  |  |
| 7   | Empanelment Forwarding Letter as per the format in Annexure – II.   |         |  |  |  |
| 8   | Power of Attorney/Authorization Letter, if the Empanelment is submitted by  |         |  |  |  |
|   | the firm's authorised representative (on the vendor's letterhead).  |         |  |  |  |
| 9   | Duly signed and stamped the empanelment documents along with its  |         |  |  |  |
|   | addendum/ corrigendum, if any.  |         |  |  |  |

### DECLARATION

Place:

Date:

Name:

Signature of Vendor: .....

Date: .....

### Annexure-II

### **EMPANELMENT FORWARDING LETTER**

(On the Letterhead of the Vendor)

Date: .....

То

Librarian and Convener, Library Committee Indian Institute of Management Kashipur, Kundeshwari, Kashipur Distt. - Udham Singh Nagar Pin code- 244713 (Uttarakhand)

Sub: Empanelment for "Empanelment of Vendor for Supply of Books to IIM Kashipur", Empanelment No.

Sir,

I/We hereby confirm and declare that I/We have carefully studied the empanelment documents and undertake myself/ourselves to abide by the terms and conditions laid down in the empanelment document.

Yours faithfully,

(Name & signature with stamp of the vendor)

Signature of Vendor: ..... Date: .....

### Annexure-III

### SELF-DECLARATION ABOUT NON-BLACK-LISTING

(On the Letterhead of the Vendor)

Date: .....

То

Librarian and Convener, Library Committee Indian Institute of Management Kashipur, Kundeshwari, Kashipur Distt. – Udham Singh Nagar Pin code- 244713 (Uttarakhand)

Sub: Empanelment for "Empanelment of Vendor for Supply of Books to IIM Kashipur", Empanelment No. .....

Sir,

In response to EOI under reference, I/We hereby declare that our firm is not blacklisted/ debarred and not declared ineligible for a reason by any National level Institutions like IIMs, IITs, NITs, IIScs, IT, IISER, NISER, State/Central University and Government Institutions in last five year from the last date of submission of the proposal.

If this declaration is found to be incorrect, then any other action may be taken without prejudice. My / our performance security may be forfeited, and the empanelment offers, if any, to the extent accepted, may be cancelled.

Yours faithfully,

(Name & signature with stamp of the vendor)

Signature of Vendor: ...... Date: .....