



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

(Web Site: www.iimkashipur.ac.in)



TENDER DOCUMENT

FOR ALL RISK POLICY FOR LIBRARY ASSETS AT IIM KASHIPUR

NOTICE INVITING TENDER (NIT) NO. IIMKASHIPUR/PUR DEPTT /NIT/ 02 / 2022-23 DATED 29 JULY 2022

SECTION – I

The Indian Institute of Management (IIM) Kashipur, having its office at Kundeshwari, District – Udham Singh Nagar, Kashipur, Uttarakhand – 244713, is an Institute of national importance under the aegis of the Ministry of Education, Government of India set up to provide management education of high quality and to promote allied areas of knowledge and inter-disciplinary studies.

IIM Kashipur invites bids in Single bid system through open Tender from reputed and experienced insurance agencies registered by INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY (IRDA) for carrying out business in India for insurance of Library assets at IIM Kashipur.

Brief Tender Details:

Tender Description	EMD Value (Rs.)	Contract Period
Tender for All Risk Policy Insurance for Library at IIM Kashipur	NIL	Minimum 02 yrs from the date of contract.

The tender document can be downloaded from Institute website: www.iimkashipur.ac.in and Central Public Procurement (CPP) portal <http://eprocure.gov.in/epublish/app> and bids are to be submitted (hard copy) at IIM Kashipur as prescribed in the tender document. Kindly adhere to the last date and time of submission of the tender.

Critical Dates of Tender:

Sl. No	Particulars	Date	Time
1	Date and Time of online Publication/Download of Tender	29 July 2022	1700hrs
2	Pre-Bid Meeting	04 August 2022	1100hrs
2	Bid Submission start date & time	04 August 2022	1700hrs
3	Bid Submission close date & time	25 August 2022	1100hrs
5	Opening of Bid	25 August 2022	1130hrs

INSTRUCTIONS TO BIDDERS

1. Bids in sealed cover are invited for rate contract under single bid system from reputed and experienced institutes listed in this NIT. Please super scribe the outer cover of the sealed bid as “INSURANCE POLICY FOR LIBRARY ASSETS AT IIM KASHIPUR”, NIT/02 (dated 29 July 2022) to avoid



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the Bid being declared invalid. Bids not super scribed with the details mentioned above may be declared invalid.

2. The Financial bids of only eligible and technically qualified bidders will be taken into account, after the same has been ascertained by evaluation of the Bids by the Committee. Considering the urgency of the work, no requests for extending the deadline shall be considered.

3. The address, contact numbers, date of issue of quotations document, last date of submission of bids, date and time of opening of bids for sending Bids or seeking clarifications regarding this NIT are given below:–

Bids/queries to be addressed to	STORE AND PURCHASE OFFICER
Postal address for sending the Bids	STORE AND PURCHASE OFFICER INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR KUNDESHWARI, KASHIPUR, DIST. UDHAM SINGH NAGAR, UTTARAKHAND (INDIA) PIN – 244713 Website: www.iimkashipur.ac.in
Name/Designation of the contact personnel	STORE AND PURCHASE OFFICER
Telephone numbers of the contact personnel	91-7088270882,7900444090 / 321
e-mail ids of contact personnel	purchase@iimkashipur.ac.in
Last date and time of submission of bid	25 August 2022 at 1100hrs hrs. Any changes of the schedule will be notified on the Institute's website.
Date and time of opening of Bid	25 August 2022 at 1130 hrs onwards. Any changes of the schedule will be notified on the Institute's website. If the date is holiday, the next working day will be the opening date of the tender.

4. **Cost of Bid Document/Tender Fee:** NIL

5. **Issue of Tender:** The tender document can be downloaded from the Institute website - www.iimkashipur.ac.in or eprocure.gov.in. Please keep visiting our website for any corrigendum/amendments and submit the bid document accordingly.

6. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box placed at Main Gate of IIM Kashipur or should be sent by registered post/courier at the address given above to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal/courier delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e- mail will not be considered.

7. The NIT is to be signed on all the pages by the bidder. This NIT is being issued with no financial commitment. IIM Kashipur also reserves the right to withdraw the NIT, should it become necessary at any stage for withdrawing the NIT.

8. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.

9. **Forwarding of Bids** – Bids should be forwarded by Bidders in a sealed envelope by duly super scribed as stipulated above and this should contain copy of NIT document duly signed and stamped on each page along with Annexure-I of the NIT .

10. **Clarification regarding contents of the NIT:** A prospective bidder who requires clarification



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regarding the contents of the bidding documents shall send their query/queries at purchase@iimkashipur.ac.in latest by **18 August 2022**, any queries received beyond the above mentioned timeline shall not be entertained. IIM Kashipur response to the queries shall be uploaded on the website.

11. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission, provided that the written notice of modification or withdrawal is received by the IIM Kashipur prior to deadline prescribed for submission of bids. A withdrawal notice should on a signed confirmation copy to be sent by post or by email and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security. Submission of bid means that bidder has read all the terms and conditions of this Tender Documents carefully and will comply with them unconditionally. Conditional bids shall not be accepted.

12. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD.

13. Validity of Bids: The Bids should remain valid till **90 days** from the last date of submission of the Bids.

14. Earnest Money Deposit (EMD): NIL

15. Payment of Premium: The insurance premium payable is as per the price quotation as mentioned in Performa in Annexure-I The premium rate shall remain firm during the insurance period of the policy.

16. Payment Terms - Payments will be made through ECS/ NEFT. Taxes like GST etc. will be paid as per Govt. norms. On receipt of the Final payments, the Bidder shall furnish a "**No Claim Certificate**" to IIM Kashipur.

SECTION – II

Conditions of the Contract

1. General Terms and Conditions:

(a) The contract will be for two years starting from the date of awarding the contract. The contract shall be renewed annually on satisfactory performance and mutual consent of both the parties The same shall be renewed annually on mutual consent basis without increase in the premium amount. Proposed date of commencement of the Work/Contract: **01 September 2022**.

(b) The Premium Price quoted by the L-1 bidders shall be valid for two years. No escalation of price shall be entertained for two years. Prices for the third year and thereafter may be mutually agreed upon by the both parties as per prevailing market rates at that time.

(c) The Contractor shall not appoint any sub-Contractor to carry out any obligations under the contract or sub- let the contract.

(d) Any one or more the following action/commission/omission are likely to cause summary rejection of tender:

- i. Any bid received late without conclusive proof that it was delivered before the specified closing time.
- ii. Any bid received unsealed or improperly sealed
- iii. Any conditional bid or bid offering rebate



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iv. Any bid in which rates have not been quoted in accordance with specified formats/details as specified in the Bid Documents

v. Any effort by a bidder to influence the IIM Kashipur in the bid evaluation, bid evaluation, bid comparison or contract award decision.

(e) IIM Kashipur reserves the right to negotiate with first lowest bidder to arrive at the fair and reasonable price. The lowest bidder shall be decided by the rates quoted as per financial bid.

(f) The IIM Kashipur reserves the right to accept / reject / select more than one Contractor and to annul the bidding process of any or all bids at any time prior to award of contract without thereby incurring any liability to the affected bidders.

2. Non-disclosure of Contract documents: Except with the written consent of IIM Kashipur, other party shall not disclose or share any contract/ provision, specification, plan, design, pattern, sample or information about the institute thereof to any third party.

3. Termination of Contract: IIM Kashipur shall have the right to terminate this Contract in part or in full 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) This Agreement may be terminated in whole or in part, by a Party for convenience, on ninety (90) days prior written notice to the other Party.

(iii) In addition to the above, either Parties may terminate this Agreement if the other Party (a) admits in writing its inability to pay its debts generally as they become due, or (b) makes an assignment for the benefit of its creditors, or (c) institutes or consents to the filing of a petition in bankruptcy, whether for reorganization or liquidation, under federal or similar applicable state laws, or (d) is adjudged bankrupt or insolvent by a court having jurisdiction, then in any of such events, the other Party may, by written notice, immediately terminate this Agreement, without further liability to the other Party, except to produce or pay all accrued payments.

4. Amendments: No provision of 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.

5. Non-Solicitation: During the term of the Agreement and for a period of one (1) year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or subcontractor/s of the other Party, or aid any third person to do so, without the specific written consent of the other Party. For the avoidance of doubt, this restriction applies only to those employees who relate to the services performed under this Agreement. The clause does not prevent hiring based on responses by employees to public advertisement on any media that are not specifically targeted at the other Party's employees.

6. Notices: All notices, requests, demands or communications required hereunder shall be in writing inclusive of electronic means as recognized by IT Act 2000 (including any statutory modifications thereof) and shall be deemed to have been given or made (a) if by mail when deposited in the mail by certified mail, postage prepaid return receipt, requested at its address set forth on the signature pages hereto (b) if by



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telecopy when sent by used telecopy to the telecopy number set forth on the signature page hereto provided. Either Party may change its address or telecopy number for notice, by providing notice to the other Party of such change in the manner and within such time as provided herein.

7. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed, Liquidated Damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

8. **Force Majeure:** Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, without limitation, riots, wars, fires, epidemics, lack of human or material resources, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body. If a force majeure event occurs the affected Party shall inform the other Party promptly and will use reasonable efforts to mitigate adverse effects and to resume performance as soon as practicable. Should the force majeure event extend beyond fifteen (15) days either Party shall have the right to terminate the Contract upon immediate written notice without any penalty or liability. However, the existing liabilities of the Parties and the IIM Kashipur's payment obligations for services successfully performed, provided the same is not affected by a force Majeure event, shall remain and not be affected by the force majeure event.

8. **Confidentiality:** Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Contract and all or any Confidential Information belonging to the other party like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Contract, except to the extent that is already in public knowledge/ domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Contract and thereafter for a period of five years from the date of termination of this Contract for whatever reason.

9. **Indemnity:** The Contractor (Indemnifying Party) shall indemnify, defend and hold harmless the IIM Kashipur (Indemnified Party), its directors, officers and employees from and against any and all losses claims, demands, liabilities (including attorney's fees) that arise from any errors and any act/commission/omission on the part of the Indemnifying Party or in connection with any work, obligation, authority delegated to the Indemnifying Party under this Contract.

10. **Arbitration:** In event of any dispute or difference arising out of or in connection with the Contract including the interpretation of its clauses or any other matter arising out of the Contract between the Parties, the same shall be resolved by mutual discussion and if any dispute or difference arising out of this Contract or interpretation of the Contract or any other matter related to it. If the contract still remains unresolved; it shall be then referred to the Sole Arbitrator who shall be appointed by the Director, IIM Kashipur alone. And the arbitral proceedings shall be conducted strictly in accordance with the Arbitration and Conciliation Act, 1996, as amended up-to-date (including the statutory modifications thereof). The place of conducting Arbitration / seat of Arbitration shall be Kashipur, Uttarakhand and the arbitral proceedings shall be conducted in English language only. The cost of arbitration shall be shared equally by both the parties and the decision/ interim orders passed by the Sole Arbitrator shall be final and binding on both the Parties.



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SECTION- IV

SCOPE OF WORK

ALL RISK INSURANCE POLICY FOR LIBRARY ASSETS OF IIM KASHIPUR

The IIM Kashipur intends to insure its Library assets for a period of Two year commencing from 01.07.2022 to 31.07.2024. The same shall be renewed annually on mutual consent basis without increase in the premium amount. The policy to be covered is appended below:

Sl. No.	Insurance Policy	Description		
A.	All Risk Insurance Policy			
		Sl. No.	Items at Library	Total Amount of Items (Rs.)
		(a)	Total Available Books in Library : 9,931	3,07,85,844/-
		(b)	IT equipments	6,82,759.78
		(c)	Library Furniture's and RFID Security System	40,33,142/-
			Total	3,55,01,745.78
		(Rupees Three Crore Fifty Five Lakh One Thousand Seven Hundred and Forty Five and Seventy Eight paise only)		

Note:

(a) The insurance premium payable is as per the price quotation as mentioned in Performa in Annexure-I. The premium rate shall remain firm during the insurance period of the policy.

(b) Total premium shall be paid by IIM Kashipur. However, Bidder/Insurer shall provide premium bills in the form of Invoice based on the sum insured for availing the convert credit of GST by the institute.

(c) *The books, IT equipments and other furniture's bought by the library in addition to the above-mentioned books during the insurance period will also be covered under the insurance cover. The bidder companies are to quote the premium taking into account of this point. The insurance premium will also cover the additional books purchased during the insurance cover period. The Bidder/Insurer are required to quote the premium rates as above, strictly as per IRDA tariff provisions.*

(d) Institute will not be liable for any difference in premium in any case for violation/ breach of IRDA tariff provisions in the quotation by the Bidder/Insurer.

(e) The Bidder/insurer shall quote the premium rates and total premium respective areas of coverage for respective sum insured.

(f) The total premium will be inclusive of all expenditure to be incurred by the Bidder/insurer and applicable



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taxes, duties, service tax and surcharge etc. and no expenditure other than those quoted in the Tender will be paid by the institute on any account for the defined scope of coverage.

(g) All premium rates & total premium to be quoted by the Bidders/Insurer will be in Indian Rupees only on firm price basis and shall remain valid during the currency of the policy.

SECTION – V

Technical/ Eligibility Criteria of the Bidders

1. Eligibility Criteria

- (a) The insurance agency should have valid GST registration (documentary evidence to be submitted).
- (b) The insurance company should be registered with IRDA (Documentary evidence to this effect should be enclosed)
- (c) Average Turn over in last 3 (three) financial years (2018-19, 2019-20 & 2020-21) shall not be less than Fifty lakh (A self-attested copy of certificate issued by a Chartered Accountant with UDIN No. shall be enclosed).

2. Evaluation Criteria - The broad guidelines for evaluation of Bids will be as follows:

- a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the NIT.
- b. The Bids forwarded by the Bidders will be evaluated by the IIM Kashipur with reference to the technical/eligibility characteristics of the NIT. The compliance of Bids would be determined based on the parameters specified in the NIT and financial evaluation in total.
- c. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Financial Bid on Annexure-I
- d. In the event that the first lowest is more than one, then the financial capability of the firm (average of the turnover for last three years) is to be considered for finalizing the L-1 vendor. Decision taken by the committee, in this regard, shall be binding to all the applicants contesting for successful bidder position.

Signature of the Bidder



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ANNEXURE-I

(Refers to IIM Kashipur/NIT/02 (2022-23))

FINANCIAL BID

Name of the Tenderer Firm: _____

Sl. No.	Risk Details	Sum Assured (Rs.)	Premium quoted on Yearly basis	GST	Total Amount (INR)														
1.	All Risk Insurance Policy for Library Assets at IIM Kashipur	3,55,01,746/-																	
	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Items at Library</th> <th>Total Amount of Items (Rs.)</th> </tr> </thead> <tbody> <tr> <td>(a)</td> <td>Total Available Books in Library : 9,931</td> <td>3,07,85,844/-</td> </tr> <tr> <td>(b)</td> <td>IT equipments</td> <td>6,82,759.78</td> </tr> <tr> <td>(c)</td> <td>Library Furnitures and RFID Security System</td> <td>40,33,142/-</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total</td> <td>3,55,01,745.78</td> </tr> </tbody> </table>	Sl. No.	Items at Library	Total Amount of Items (Rs.)	(a)	Total Available Books in Library : 9,931	3,07,85,844/-	(b)	IT equipments	6,82,759.78	(c)	Library Furnitures and RFID Security System	40,33,142/-	Total		3,55,01,745.78			
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Total		3,55,01,745.78																	

Amount in words (inclusive of all taxes)

Note:

1. The books, IT equipments and other furniture's bought by the library in addition to the above-mentioned books during the insurance period will also be covered under the insurance cover. The bidder companies are to quote the premium taking into account of this point. The insurance premium will also cover the additional items purchased during the insurance cover period.
2. The Bidder/Insurer are required to quote the premium rates as above, strictly as per IRDA tariff provisions.
3. The Total Amount should be inclusive of all taxes and other miscellaneous expenditure. No extra amount shall be paid than the Total amount mentioned above. The total amount shall be inclusive of GST.

Date:

Signature of the Tenderer with Firm's Seal