



INDIAN INSTITUTE OF MANAGEMENT TIRUCHIRAPPALLI

(An Institute of National Importance, Ministry of Education, Government of India)

Trichy - Pudukkottai Main Road, Tiruchirappalli-620 024 (TN)

Phone: 0431-2505121/5122 | email: purchase@iimtrichy.ac.in

NOTICE INVITING TENDER FOR EMPANELMENT OF BOOK SUPPLIERS FOR SUPPLYING BOOKS (PRINTED, E-BOOK, KINDLE FORMAT, AVs, etc.) TO IIM TIRUCHIRAPPALLI

Tender No. 23SP102T dated: 26.06.2023

Details	Date	Time	Venue
Name of Work/ Service	“Tender for Empanelment of Book Suppliers for Supplying Books (Printed, E-Book, Kindle Format, AVs, etc.) to IIM Tiruchirappalli”		
Date of issue of Tender Document	26.06.2023	18.00 Hrs. onwards	-
Pre-bid Meeting	04.07.2023	11.00 Hrs.	Deans Office Meeting Room, IIM Tiruchirappalli.
Last date of Submission of Tenders	18.07.2023	17.00 Hrs.	-
Opening of Technical Bid (<i>Tentative</i>)	19.07.2023	10.30 Hrs.	-
Opening of Price Bid	<i>To be informed later</i>		
Tender Document	The tender document can be downloaded from the IIM Tiruchirappalli website https://www.iimtrichy.ac.in/tender-published		
Cost of Tender Document	Not Applicable		
EMD Amount	EMD Amount Rs. 1,00,000/- (One Lakh Rupees Only) to be remitted in the below IIM Tiruchirappalli Bank Account through online mode. Bank Account Details Name of the Beneficiary: IIM Tiruchirappalli Bank Name: State Bank of India SB A/c. No: 32170808935 IFSC Code: SBIN0071187		
Copies of payment transaction receipt for EMD has to be attached with the application form, without which the bid won't be considered. The payment of EMD is exempted for MSME Bidders. Bidders claiming exemption should attach necessary document proof should be attached with the tender document.			
SD Amount	Rs. 2,50,000/- during the contract period to be remitted to IIM Tiruchirappalli as SD. The SD amount, less the EMD amount already paid, will have to be remitted to IIM Tiruchirappalli within ten working days along with the letter of acceptance from the receipt of the Empanelment Certificate, failing which the Empanelment will stand cancelled.		
Address for submission of Tender	The Chief Administrative Officer (i/c) Indian Institute of Management Tiruchirappalli Trichy - Pudukkottai Main Road Chinna Sooriyur Village, Trichy - 620 024.		
Mode of Submission of Tender	Speed Post/Registered Post/Courier or Hand delivery – during office hours (09.30 to 17.00 hrs) only (To be submitted at Dispatch Section of IIM Tiruchirappalli @ Administrative Wing – 2nd Floor and obtain acknowledgment)		

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Notice Inviting Tender

Over view

Indian Institute of Management Tiruchirappalli (IIM Tiruchirappalli), an Institute of National Importance, established by the Ministry of Education (Shiksha Mantralaya), Govt. of India. More details about IIM Tiruchirappalli are available in our website www.iimtrichy.ac.in.

IIM Tiruchirappalli invites sealed tenders from reputed book suppliers *for supplying books (Printed, E-Book, Kindle Format, AVs, etc.) to IIM Tiruchirappalli* for a *Period of One year and will be extended up to four years*. The Tentative value of the Tender is as under;

<i>S. No</i>	<i>Work Description</i>	<i>Estimated Annual Value of the Procurement</i>	<i>Earnest Money Deposit (EMD)</i>	<i>Interest free Performance Security Deposit</i>
1	Supply of Books (Printed, E-Book, Kindle Format, AVs, etc.) to IIM Tiruchirappalli	Rs. 1,00,00,000/-	Rs. 1,00,000/-	Rs. 2,50,000/-

Scope of work

All orders are time bound and must be supplied as specified below:

a) PRINT FORMAT:

- Textbooks (single and multiple copies, indigenously available and procured from abroad).

b) E-BOOK/AUDIO BOOK/KINDLE BOOK:

- Single/Multiple Copies

c) Access of E-Books/ Audio Books/Kindle Books/etc. as specified below:

- Single Copy:** subscription for one year / two years / Perpetual Access
- Multiple Copies:** subscription for one year / two years / Perpetual Access

Eligibility conditions for bidders

The tendering agency must fulfill the conditions mentioned in the succeeding paras in order to be eligible for technical evaluation of the bid.

- The Vendor must be registered as a Publisher/Distributor/Book Shop/ Wholesaler/ Retailer of books under Companies Act for 3 years or as Partnership firm or as a Shop & Establishment for the past 6 years or must be registered with Good Office Committee of the Federation of Publishers and Booksellers Association of India (FPBAI) or with any other similar national body. Copy of valid proof of current membership/registration should be attached along with Technical Bid.



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- 2) The bidder(s) should be registered with the Goods and Services Tax council for the purpose of Goods & Service Tax (GST). A copy of the GST registration certificate has to be submitted with the tender document. A copy of GST Registration Certificate, PAN and Bank account details should be submitted along with the Technical Bid. The names appearing on these documents and tender document should be same or linked.
- 3) The Vendor must be distributor/dealer/retailer of Academic books of foreign publishers like Elsevier, Taylor and Francis, Springer, Wiley, Oxford, Cambridge, etc.
- 4) Bidder(s) should have at least three years' experience as on 31st March 2023 for supply of books (Printed, E-Book, AVs, etc.) to the leading educational institutions like IIMs/IITs/IISERs/NITs/Central Universities or other reputed B-schools (ranked in NIRF at least once during the past three years). Purchase order / work order / Agreement along with the completion certificate pertaining to the same should be attached along with Technical Bid.
- 5) Copies of orders showing that the firm has executed orders with value of 50% of the estimated cost during at least once during last 3 years as on 31st March 2023.
- 6) Average Annual Turnover of the bidder should be at least 50% of the estimated cost of the tender during the previous three financial years from 2019-20 to 2021-22. Copies of duly audited Balance Sheet with Profit & Loss accounts are to be submitted with the Technical Bid. The year in which no turnover is shown would also be considered for working out the average.
- 7) Bidders should be regular in filing Income-Tax returns. A copy of Income tax returns filed and audited accounts statement for the last three financial years (2019-20, 2020-21 & 2021-22) should be submitted with the Technical Bid.
- 8) The bidders should not be blacklisted by any department of the Government of India or any State Government and Private organization in the past. There should not be any criminal case registered against the bidding firm or its owners/partners anywhere in India. The Bidder should give self-declaration certificate for acceptance of all terms & conditions of tender documents. An undertaking to this effect in the company letter head duly signed by the owner / partner or both to be enclosed, as per **Annexure-III**.

Instructions to bidders:

1. Downloading of Tender Document

Tender Documents are to be downloaded from the Institute's website <https://www.iimtrichy.ac.in/tender-published>. No Tender fee is payable.

2. Earnest Money Deposit

- a. The bidder(s) should remit an Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh only) through online transfer to “IIM TIRUCHIRAPPALLI” as per the bank details provided at **Page 1**. A copy of the payment transaction receipt has to be attached with the Technical bid, without which the tender won't be considered for the bidding process.
- b. The EMD of the successful bidder will be adjusted against the interest free performance Security Deposit due to be paid. The EMD of the unsuccessful bidders will be released after finalization of the tender. No interest is payable on the earnest money.
- c. Micro and Small Enterprises (MSEs) firms as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or the firms registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) for all these items only, are exempted from EMD. However, they have to enclose valid self-attested registration certificate(s) along with the tender to this effect.
- d. The bidders who seeks exemption from EMD as per the above clause(iii), if they withdraw or modify their bids during the period of validity, or if they are awarded the Empanelment and they fail to sign the contract, or to submit a performance security before the deadline defined in the bid document, they will be suspended for the period of three years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.

3. Period of Empanelment

The period of empanelment is for **one year** from the date of signing of contract/agreement. However, the contract may be extended for a further period of up to four years on yearly basis, if the service/performance of empaneled vendor is found to be satisfactory, on the same rate and terms & conditions and at the sole discretion of the Institute.

4. Relationship Certificate

- a. The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and IIM Tiruchirappalli will not pay any damage to the company or firm or the concerned person.

- b. The company or firm or the person will also be debarred for further participation in the concerned unit.
- c. The near relatives for this purpose are defined as follows: -
 - Members of a Hindu undivided family,
 - Spouse,
 - The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- d. The Certificate (**Annexure-III**) needs to be placed in the Technical bid cover.

5. Amendment to bid document

- a. At any time prior to the date of submission of bids, IIM Tiruchirappalli shall modify the bid document with amendments either on its own or in response to a clarification required by a prospective bidder during pre-bid meeting.
- b. Such amendments shall be notified on IIM Tiruchirappalli website only and these amendments will be binding on all prospective bidders.
- c. The Institute may at its own discretion extend the last date for the receipt of bids.
- d. IIM Tiruchirappalli reserves the right to cancel the tender without assigning any reason at any stages of evaluation before finalization.
- e. IIM Tiruchirappalli also reserves the right to, at any time and in its absolute discretion the following:
 - Accept or reject any or all bids.
 - To obtain further clarification or supporting documents during the technical bid evaluation.
 - To suspend, discontinue, modify and/or terminate the Tendering process at any time.
 - To reserves the right to modify/change/delete/add any further terms and conditions prior to issue of Empanelment Order.

6. Conditional Bids:

Conditional bids or Bids based on the process / basic schemes other than mentioned and / or not conforming to the technical specifications / requirements of the Bidding documents will not be considered.

7. Technical Bid Criteria

- a. The technical bid shall contain all the relevant information which forms part of the technical bid. The information provided in the technical bid will be used for understanding and

assessing/evaluating the quality of solution being proposed by the bidder.

- b. All information should be organized in logically structured form and submitted as technical bid with an index. Bidders should comply with scope of work, eligibility criteria and technical requirements. The detailed formats are attached at **Annexure-I**. The bidder is to complete the same in all respect and submit accordingly. No deviations are acceptable in Annexure-I.

8. Price Bid Details

- a. Price Bid i.e. BoQ given with the tender to be submitted after filling all relevant information and it should be submitted as per the format available with the tender failing which the offer will be rejected (renaming or changing the format of BoQ) will not be acceptable. The Bidder should quote the maximum Discount percentage.
- b. Price Bid i.e. BoQ given in tender to be submitted after filling all relevant information. The priced BoQ should be submitted strictly as per the **Annexure-II**, failing which the offer will be rejected.
- c. Tender must be submitted with the discount for each type of publication involved. A vendor may submit his bid for one or more or all of the type of publication specified in the BoQ.
- d. A vendor's bid will be considered only for those type of publication for which he has quoted his discount rates in the BoQ.
- e. Evaluation would be made for each of the type of publication among the bidders who have quoted for that type of publication.
- f. The Discount quoted by the tenderer should be valid till the completion of Empanelment and shall not be subjected to any escalation. No claim on this account what so ever shall be entertained at any stage including the extended period, if any.
- g. ***The minimum discount quoted should not be less than 20% of the price, as evidenced by the Publisher's Catalogue.***
- h. Vendor should quote rates in the Price Bid (**Annexure-II**) only, bids indicating discount anywhere else will be rejected.

9. Validity of bids and rates

- a. All the quoted discount would be valid until the completion of the Empanelment. No de-escalation of discount percentage whatsoever would be allowed during the period of the Empanelment, including extended period if any.
- b. The quote shall remain valid and open for acceptance for a period of ***180 days*** from the date of opening of price bid.

10. Selection of Vendors

- a. One or more agencies will be empaneled for Supply of Books (*Printed, E-Book, Kindle formats, AVs, etc.*). Those agencies who accept the offer will be empaneled for supply of books (*Printed, E-Book, Kindle formats, AVs, etc.*) from time to time to IIM Tiruchirappalli.
- b. IIM Tiruchirappalli reserves the right to engage one or more agencies at a time and to cancel the Contract at any time without assigning any reason.
- c. The process for empanelment of book suppliers will be done in two stages.
 - I. **Stage-1:** Those who are fulfilling all the technical qualifying criteria will be considered for opening of the price bids.
 - II. **Stage-2:** The price bids of only those bidders who are technically qualified will be opened. The bidder who quotes the highest discount for a particular publication category shall be declared as the successful bidder (L1) for that type of publication category. Accordingly, the successful bidders will be empaneled independently as per the publications category. If more than one bidders quote the same percentage of discount for a respective publication category, the order shall be split and purchase order will be awarded amongst the respective L1 vendors, based on the requirements of the Institute. The discount percentage shall remain constant and valid during the entire period of empanelment.
 - III. The Institute reserves the right to negotiate with L2 and lower vendors for matching the discount percentage offered by the L1 vendor in all type of publication category. In the event they match the discount offered by the L1 vendor, the order shall be split among the L1 vendors and also with other vendors who have matched the discount percentage of L1 vendor, based on the requirements of the Institute.

The Institute does not guarantee any minimum business or assignment which will depend on the requirements, financial resources available and the performance of the vendor.

Procedure for submission of tender

- a) The tender document should be downloaded from the IIM Tiruchirappalli website <https://www.iimtrichy.ac.in/tender-published>
- b) The bidder(s) shall not make any changes or amendment in the tender document as published in the IIM Tiruchirappalli website.
- c) All correspondence and documents relating to the tender shall be written in English.
- d) No paper / page shall be detached from the tender document. No addition or alteration should be made in the tender document.
- e) The tender document should be filled in legible handwriting/printing/typing without any

ambiguity.

- f) If any correction is necessary in the information provided by the bidder, the same should be made after scoring out the old entry. In any case, there should not be any over writing. All the corrections should be attested with full signature of the bidder with date.
- g) The tender shall be submitted in **two parts**, viz., Technical Bid and Price Bid. All the pages of the tender document being submitted must be signed and sequentially numbered by the bidder(s) before submission, as per the procedures and requirements stipulated herein.
- h) It is construed that the bidder has read all the terms and conditions before submitting their offer. An undertaking as given in the **Annexure-III** to the effect of stating that the terms and conditions of the tender have been read and abided by the tenderer shall be furnished.
- i) Bidder should take into account the corrigendum/Addendum published from time to time before submitting the bids.
- j) The bidders are cautioned that furnishing of incomplete/ambiguous information, suppression of facts and any alteration of the prescribed tender format will entail outright rejection of the bid application.

1. Submission of Bids

Since this tender is based on **two bid system**., TWO SEPARATE SEALED ENVELOPES as explained below need to be prepared:

a) Technical Bid - (Envelope A)

The following documents are to be furnished by the bidder(s) along with Technical Bid as per the tender document;

- i. Profile of the Bidder as per [Annexure - I](#)
- ii. Application form as per **Annexure - III**.
- iii. Copy of PAN and GST Registration.
- iv. MSME Certificate for EMD exemption.
- v. Copy of constitution or legal status of the bidder service provider / Sole proprietorship /firm agency etc. like Attested copy of deed of partnership, if the firm is a partnership concern. Certificate of Incorporation duly certified in case of Company.
- vi. Copy of work orders, testimonials/completion/performance certificate from the present and past clients of equivalent order sized (received in the last three years) with verifiable contacts need to be attached with the Tender document.
- vii. A copy of Income tax returns filed and audited accounts statement for last three financial years (2019-20, 2020-21 & 2021-22).

- viii. The Relationship Certificate (**Annexure-III**) needs to be placed in the Technical bid cover.
- ix. Duly Signed Tender document and it's all annexures.
- x. All other document mentioned in tender document, except Price Bid document.
- xi. The **Technical Bid** Envelope with the aforementioned required enclosures should be in sealed condition and SUPERSCRIBED with the following text: ***“Technical Bid for Empanelment of Book Suppliers for Supplying Books (Printed, E-Book, Kindle formats, AVs, etc.) to IIM Tiruchirappalli”***.

b) Price Bid - (Envelope B)

- i. **Price bid** (As per **Annexure-II** duly filled and signed) – Discount must be quoted as per the format specified, failing which tender shall be rejected.
- ii. Only duly filled **Price Bid** as per **Annexure-II** should be put in a separate envelope and the envelope should be in sealed condition. This envelope should be **SUPERSCRIBED** with the following text: ***“Price Bid for Empanelment of Book Suppliers for Supplying Books (Printed, E-Book, Kindle formats, AVs, etc.) to IIM Tiruchirappalli”***.

All the **two sealed envelopes** should carry the name and address of the bidder and be placed/kept inside a LARGER Size Master Envelope with the following text **SUPERSCRIBED** on the master envelope:

Tender for Empanelment of Book Suppliers for Supplying Books (Printed, E-Book, Kindle formats, AVs, etc.) to IIM Tiruchirappalli (Tender No: 23SP102T dated: 26.06.2023)

The master envelope containing the two envelopes should be delivered on or before the deadline.

If the three inner envelopes A, B & C and the one outer envelope (i.e., larger envelope) are not marked as instructed, IIM Tiruchirappalli will assume no responsibility for the misplacement of the envelopes. Any bid received in unsealed condition will be rejected.

The tender should be submitted either through Registered Post/Speed Post/Courier or delivered to IIM Tiruchirappalli in hand. IIM Tiruchirappalli will not accept any responsibility or grant any relaxation of time for any Postal delay in submission of tender.

2. Pre-Bid Meeting:

Pre-Bid Meeting with the intending bidders shall be held through video conferencing on 04.07.2023 at 11.00 Hrs. to clarify doubts that may arise before submission of the bids. The

bidders need to send the scanned copy of letter of authorization from their firm (or firms they are representing) to purchase@iimtrichy.ac.in before 11.00 Hrs., on 03.07.2023 for attending the Pre-bid meeting as per format enclosed vide [Annexure-IV](#). Bidders are requested to mail the doubts to purchase@iimtrichy.ac.in prior to the pre bid meeting if possible, to enable us to clarify the doubts in the pre-bid meeting itself.

3. Opening of Master Envelope & Technical Bids

The master envelope and technical bid will be opened by the Purchase Committee in the presence of the bidders or their authorized representatives through video conferencing mode. ***The date and time for opening of the Price Bid will be informed later.*** A maximum of two representatives per bidder shall be authorized and permitted to attend the bid opening. Bidders / Representatives have to send the scanned copy of **letter of authorization from their firm** (or firms they are representing) to purchase@iimtrichy.ac.in before attending the Opening of Master envelope & Technical bid meeting on the given date (to be informed later) in the opening of Technical Bid as per the format enclosed vide [Annexure -IV](#).

4. Opening of Price Bid

The price bids of all the technically eligible bidders will be opened in the presence of technically eligible bidders or their authorized representatives through video conferencing mode. ***The date and time for opening of the Price Bid will be informed later.*** Bidders / Representatives have to send the scanned copy of letter of authorization from their firm (or firms they are representing) to purchase@iimtrichy.ac.in before attending the price bid meeting on the given date (to be informed later) to participate in the opening of Price Bid as per the format enclosed vide [Annexure-IV](#).

The Institute reserves the right to accept or reject any or all the offer including the lowest without assigning any reason.

GENERAL TERMS & CONDITIONS

1. Supplier must take price confirmation from Librarian, IIMT, where the unit price of the material exceeds Rs. 8000/-.
2. **Enquiry on availability of books (Printed, E-Book, Kindle Format, AVs, etc.):**
 - a. Concerned authority of IIM Tiruchirappalli may place an enquiry with the empaneled vendors for the required titles and number of copies of each thereof, by email.

- b. 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.
- c. In case of emergent requirements, orders may be placed with local the vendors nearby, however discount policy will remain the same.

3. Purchase Orders:

- a. Supply of books (**Printed, E-Book, Kindle Format, AVs, etc.**) have to be made strictly against and as per the purchase orders.
- b. Sending the acknowledgement of the receipt of purchase order, which is taken as acceptance of the purchase order, is mandatory, preferably by email.
- c. Any clarification/query regarding the purchase order should be sought from the Library within two (02) days of receipt of the order.

4. Supply

- a. The supply should be free of freight charges.
- b. **Consignee and Mode of Dispatch:** The books should be sent to
The Librarian,
Indian Institute of Management Tiruchirappalli,
Trichy-Pudukkottai Main Road,
Tiruchirappalli - 620024

Or

The Manager
Indian Institute of Management Tiruchirappalli (Chennai Campus)
45, Nehru Street, Ramaniyam Siddharth Building (First Floor),
Industrial Estate North Phase, Kalaimagal Nagar,
Ekkattuthangal, Chennai - 600 032.
(Located off Kasi Theatre Bridge, behind Jaya TV)

as per the instruction in the Purchase Order, 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.**

- c. 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

- a. 2 weeks (maximum) - for Indian titles

- b. 6 to 8 weeks (maximum) - for Foreign titles
- c. After the expiry of timeframe, the purchase order automatically stands cancelled.
- d. Separate permission for supply of the cancelled titles should be sought from the Library through email.
- e. The decision of accepting supply of cancelled titles is at the sole discretion of the Institute.

6. Provision of Complimentary Copy of the Textbooks/e-text books

The vendor shall supply the latest edition of text books/e-text books along with a complimentary copy as Instructors' copy, where the order size is up to 20 copies. In addition, when the order size is more than 20, one complimentary copy will also be provided for every additional 50 copies. However, when the order has been placed specifically for an older edition, then the older edition, as ordered, shall be deliverable. The vendor shall also arrange to procure the instructor resources and coordinate with the publisher for on line access of instructor resources for the concerned faculty member.

7. Edition specifications

- a. Latest editions of books must be supplied, unless mentioned otherwise.
- b. Paperback editions of books should be supplied, unless specified otherwise.
- c. Indian editions of books should be supplied, unless mentioned otherwise.
- d. 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.

8. Invoicing procedure

- a. Pre-receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies).
- b. A revenue stamp should be affixed on the original bill and should be signed by authorized signatory.
- c. Invoice should be raised in favour of Indian Institute of Management Tiruchirappalli.
- d. 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.

9. Undertaking

Every invoice should certify the following.

- a. The prices charged in this invoice are the actual, current publisher's prices as billed to us; and are true and correct.
- b. The prices charged are as per the publisher's invoice (publishers/ importers/

distributors) and latest catalogue.

- c. The latest editions have been supplied, and they are not remaindered titles.
- d. 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.

10. Mandatory enclosures with invoice

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

11. Discount

The discount pattern offered in Price Bid accepted by IIM Tiruchirappalli should be followed.

12. Conversion Rates

- a. The prices in the invoice should be indicated in original currencies.
- b. GOC conversion rates as applicable on the date of the Purchase Order should only be followed, and should also be clearly indicated on the invoice.

13. Return of Books/Damaged Books

- a. Up to 15 percent of unused ordered text books may be returned.
- b. 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 the supplier should 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.

14. Payment Terms

- a. No advance payment will be made in any case.
- b. However, Payment will be made within reasonable time i.e. 25 working days from satisfactory receipt of the consignment and submission of all the necessary documents.

- c. TDS and any other Government levies applicable on bills as per Government instructions/ notifications issued from time to time shall be applicable and deducted from Service Provider's bills.

15. Performance Security Details

- a. The Empaneled bidder will be required to remit **Rs. 2,50,000/-** as an interest free Performance Security Deposit through online transfer to IIM Tiruchirappalli Bank Account mentioned at Page 1 of the tender document, within seven working days from receipt of the Empanelment Certificate. The security deposit will remain with the Institute during the Empanelment period and the same will be refunded on expiry of the Empanelment period, after adjusting applicable deductions, if any.
- b. Security / Performance Security will be forfeited if the Vendor fails to perform/abide by any of the terms or conditions of the Empanelment.
- c. In case, the Vendor fails to supply the required books (Printed, E-Book, Kindle Formats, AVs, etc.) within specified delivery period, the same will be obtained from open market and the difference of cost, if any, will be recovered from Performance Security or from pending bill(s) of the defaulting firm or from both in case the recoverable amount exceeds the amount of Performance Security.

16. Termination of Empanelment

This Empanelment can be terminated giving 30 days' notice by the Institute.

- a. Upon any such termination for convenience, IIM Tiruchirappalli shall have no liability towards contractor for any damages, including loss of anticipated profits. As its sole right and remedy, contractor shall be paid for material already provided and to be provided till the date of the termination.
- b. The termination of the Empanelment shall not relieve the contractor of any obligations and liabilities under the Contract.
- c. IIM Tiruchirappalli may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts in the event of the following:
 - 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.

- iv. If the Vendor fails to perform any other obligation(s) under the Tender conditions.
- v. If the Vendor being declared insolvent by the competent Court of Law without any notice.

17. Penalty Clause

- a. If it is observed at any stage during Empanelment period that the quality of the materials/books is not satisfactory, the Empanelment/ work order as a whole shall be terminated and Security deposit forfeited. Applicable penalties would be levied from the amount payable to the vendor on such termination and the balance amount, if any, would be paid. The decision of the Institute in the matter of penalties, would be final and binding.
- b. In case of failure to carry out the works to the satisfaction of IIM Tiruchirappalli as per the terms and conditions, the Institute will be free to get services done by any other agency at the cost and risk of the Vendor.

18. Force Majeure

- a. Should any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs in a written form the other party.
- b. Force Majeure shall mean fire, flood, natural disaster, or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lockouts i.e. beyond the control of either party.

19. Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable to rejection. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or staff of IIM Tiruchirappalli shall block his/ her tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.

20. Delivery: The supplier has to execute all the supplies within the stipulated time as mentioned above in clause 5 of GTC, from the date of issue of the purchase order. However, it may please be noted that at times the supplies will be required to deliver the books against instant orders.

21. Authority of person signing document: A person signing the tender application or any documents forming part of the contract on behalf of another shall be deemed to warranty that he/she has authority to bind such other and if, on enquiry, it appears that the person so signing had no authority to do so, the IIM Tiruchirappalli may without prejudice to

other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.

22. The Income Tax (TDS) shall be deducted at prevailing rate from the bills, as amended from time to time in accordance with the provisions of Income Tax Department, and the relevant certificate to this effect shall be issued by IIM Tiruchirappalli to the agency.
23. In case, the Vendor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIM Tiruchirappalli is put to any loss / obligation, monetary or otherwise, IIM Tiruchirappalli shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms. This shall be in addition to the right of IIM Tiruchirappalli to initiate penal measures against the Vendor including the termination of the contract.
24. **Arbitration:** In case of any unreconciled disputes between the parties IIM Tiruchirappalli and the agency/firm to whom the contract had been awarded, arising out of any of the terms of the Contract Agreement, the dispute shall be referred to a single Arbitrator mutually agreed, as per Arbitration and Reconciliation Act 1996, in Tiruchirappalli jurisdiction. The decision of the Arbitrator shall be final and binding on the both parties.
25. **Subletting of Work:** The firm/agency should not assign or sublet the work/job or any part of it to any other person or party. The tender is not transferable. Only one tender shall be submitted by one tenderer.
26. **Forfeiture of Earnest Money / Security Deposit:** The earnest money / security deposit will be forfeited in the following cases:
 - a. Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder(s) withdraws or amends impairs or derogates from the tender in any respect within the period of validity and/or after opening the tender.
 - b. When the successful tenderer does not deposit the security money after the Empanelment order is given or does not commence the performance under the contract within the stipulated time.
 - c. If the successful bidder(s) fails to Supply Books (**Printed, E-Book, Kindle Format, AVs, etc.**) within the prescribed time after the confirmed orders, the resultant damages as stated in clause 14.c above will be recovered from the Security Deposit.
 - d. When information/certificate/document furnished is found to be false at any stage.
 - e. When the bid documents have been manipulated or altered after they are downloaded from the website.

27. Jurisdiction: All disputes arising out of this contract shall be subject to the Courts at Tiruchirappalli.

ADDITIONAL CONDITIONS OF THE TENDER

1. Supply of Books (Printed, E-Book, Kindle Format, AVs, etc.):

- a. All books (Printed, E-Book and AVs) 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.
 - b. The institute has right to accept or refuse the supply in parts or full or cancel the order without assigning any reason.
 - c. 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.
 - d. 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.
 - e. No banned book(s) should be supplied and if any such book is supplied it would be forfeited.
 - f. If there is a short supply or supply of defective copies or supply of an edition other than the one ordered, IIM Tiruchirappalli will procure from open market the required copies of the books to the extent of shortfall, to make up for the defective copies or the latest edition at the cost and risk of the approved supplier on whom the original order has been placed and any excess cost incurred by IIM Tiruchirappalli shall be recovered from the original vendor or adjusted against the payment due to the original vendor.
 - g. The supplier shall have to furnish the price proof of the books (***Printed, E-Book, Kindle Format, AVs, etc.***) along with a latest G.O.C. copy. In case of any price manipulation when detected at any stage, the supplier shall be responsible for the same and the excess amount charged shall be refunded to the Institute in one installment.
 - h. Transit Insurance will be borne by supplier till the supply reaches the Institute Premises.
2. If more time is required for supply of ordered title(s), the supplier should inform to the Librarian/Library timely. If no communication is received from the vendor, then



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purchase order will automatically stand cancelled after stipulated time.

3. Books should be delivered at IIM Tiruchirappalli premises/ IIM Tiruchirappalli (Chennai Campus) premises, as the case may be. Transportation, postal and other charges, if any, will be borne by the supplier. Supplier should preferably make the delivery by registered post/courier service or through messenger.
4. Books must be in good condition. Mutilated, soiled books if supplied have to be replaced without charging any extra cost.
 - a. Damaged books, books with missing pages shall have to be accepted back by the supplier even after they have been stamped for accessioning.
5. **Firm Discount: Bidder's quoted Discount for supplying Books in the Price Bid should remain firm till completion of the Empanelment Period & should not attract any revision under any circumstances whatsoever.**
6. 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)
7. If any information furnished by the bidder is found as false / fabricated, then their bid will be rejected and treated as cancelled. Even if such manipulation is detected at any stage after signing of the contract, it would lead to termination of the contract besides forfeiture of Earnest Money Deposit / Security Deposit and liabilities towards prosecution. In such cases the bidder will be debarred from participation in future tendering process in IIMT for next 05 (Five) years
8. All the points mentioned in this tender shall be clearly written in the contract that has to be signed by the successful bidder and any change in the terms and conditions mentioned above is not acceptable failing which your tender will be disqualified.

Annexure – I (Profile of the Bidder)

EMD Transaction/Exemption Eligibility Details		Transaction Ref No: _____ dated: _____ If exempted Provide Valid Certificate Number: _____	
S. No.	Required information		Description
1	Name of the agency / firm /company		
2	Address of the agency / firm /company		
3	Legal status (Individual, proprietary, partnership firm, limited company, etc.)		
4	Authorized Signatory Details	Name	
		Designation	
		Email	
		Phone	
	Details of Contact other than Authorized Signatory	Name	
		Designation	
		Email	
		Phone	
5	Month and Year of commencement business.		
6	Statutory details (Photocopies to be attached):	Registration number of the firm.	
		PAN No. of the Agency	
		GST No. of the Agency	

7	Have your firm/company ever changed its name any time? If yes, provide the previous name and the reasons there for?	
8	Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.	
9	Brief details of Litigations, if any, Connected with related work, Current or during the last three years, the opposite party and the disputed amount.	
10	Give details of Termination of previous contract, if any	
11	Details of bank mandate;	
	Name of the Bank	
	Name of the Branch	
	Account No.	
	Type of Account	
	IFSC Code No. (copy of the cancelled cheque should be enclosed)	
12	Total experience (years/ months) in the Related work	

Turnover in the relevant field on contract basis during the last 3 years (from 2019-20 to 2021-22). Please submit documentary evidence i.e. extract of Profit and Loss account, Balance Sheet & Income Tax return filed.

Financial Years	2019-20	2020-21	2021-22
Details of Gross Annual Turnover - (Rs. in Lac)			
Average Turnover in last three years	INR_____in Lakhs		



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Annexure – I (Continued)

List of present and past clients in the following format. The information provided will facilitate evaluation of Technical Bid (*Please use separate sheet if required without changing the format*). Please attach client certificate and work orders etc., clearly giving period of contact.

Sr. No.	Name of the organization with complete postal address	Period for which the Empanelment was awarded	Work order Value INR	Name and designation of the contact person with Tel. / Mobile No (s), Email ID
1				
2				
3				
4				
5				
6				
7				
8				
9				



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Annexure – II (PRICE BID (BoQ))

PART – A

Foreign Publications						
Foreign Books Publications having price in Foreign Currencies						
			Reference Books	Text Books	General Books / Children Book / Foreign Language books (German, French, Spanish, etc.,)	World Bank Reports / IMF Publications / UNO and other Publications
Percentage (%) of Discount (only for E Books)	Single Copy	One Year				
		Two Year				
		Perpetual Access				
	Multiple Copies	One Year				
		Two Year				
		Perpetual Access				
Percentage (%) of Discount (Only for Printed Books)	Single Copy					
	Multiple Copies					

PART-B

Indian Publications						
Indian Publications/ Indian Reprints of Foreign Publications						
			Reference Books	Text Books	General Books / Indian Language Books / Novel/ etc. / Children Books / Foreign Language books(German, French, Spanish, etc.)	Government Publications / Institutional and Public Documents
Percentage (%) of Discount (only for E Books)	Single Copy	One Year				
		Two Year				
		Perpetual Access				
	Multiple Copies	One Year				
		Two Year				
		Perpetual Access				
Percentage (%) of Discount (Only for Printed Books)	Single Copy					
	Multiple Copies					

PART - C

			AVs (Audio, Video & Multimedia) Material	Kindle Formats
Percentage (%) of Discount	Single Copy	One Year		
		Two Year		
		Perpetual Access		
	Multiple Copies	One Year		
		Two Year		
		Perpetual Access		



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Annexure – III (Submission of Tender Document)

Application Form for submission of Tender Document

The Chief Administrative Officer (i/c),
Indian Institute of Management Tiruchirappalli,
Trichy-Pudukkottai Main Road,
Chinna Sooriyur Village,
Tiruchirappalli 620 024.

Subject: Tender for Empanelment of Book Suppliers for Supplying Books (Printed, E-Book, Kindle Format, AVs, etc.) to IIM Tiruchirappalli.

Reference: Tender Notice published in IIM Tiruchirappalli website. - **Tender No: 23SP102T**
dated: 26.06.2023

Dear Sir,

With reference to the tender notice published in above mentioned website, I / We hereby submit my/ our Tender in a required format. I / We have carefully gone through the terms and conditions and prescribed given and I / We accept the same without any alterations / modifications.

It is certified that I, _____ (name of the person) S/o

Shri _____
r/o

—

a) am authorized to sign this document on behalf of M/s. _____ (t

he name of the firm / company which is bidding in this tender) and that our firm / company have never been blacklisted by any of the Government Organization / Agencies in the past and there is no criminal case registered against our firm / company or its owner / partners anywhere in India.

b) hereby certify that none of my relative (s) as defined in the tender document is / are employed in IIM Tiruchirappalli as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, IIM Tiruchirappalli shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

c) further declare that:



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- i. All the statements made in this application are true, complete and correct to the best of my knowledge and belief. I understand that if at any stage, it is found that any information given in this application is false/ incorrect or that our Agency does not satisfy the eligibility criteria, our candidature/empanelment is liable to be cancelled/ terminated.
- ii. I understand that the decision taken by the IIM Tiruchirappalli is final and binding in all matters.
- iii. I hereby agree to work as per the terms and conditions stipulated by IIM Tiruchirappalli.
- iv. I understand that the IIM Tiruchirappalli reserves the right to accept or reject and to cancel the Tender and reject all bids at any time prior to the award of the contract, without detailing any specified reasons whatsoever

Place: _____

Signature _____

Name _____

Date: _____

Designation: _____



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Annexure- IV (Authorization Letter)

LETTER OF AUTHORISATION FOR ATTENDING PRE BID MEETING / BID OPENING

To

The CAO (i/c)
IIM Tiruchirappalli
Pudukkottai Main Road,
Chinna Sooriyur Village,
Tiruchirappalli - 620 024

Subject: Authorization for attending Pre Bid Meeting / Opening of Technical Bid/ Price Bid on(date) in the tender for *Tender for Empanelment of Book Suppliers for Supplying Books (Printed, E-Book and AVs) to IIM Tiruchirappalli.*

Following persons are hereby authorized to attend the Pre Bid Meeting / Opening of Technical Bid/ Price Bid for the tender mentioned above on behalf of.(Bidder) in order of preference given below.

Order of preference	Name	Designation	Contact No	Specimen Signatures
I				
II				

Alternate Representative

Signatures of bidder
or
Officer authorized to
sign the bid
Documents on behalf of
the bidder.

Notes:

1. Maximum of **two representatives** will be permitted to attend Pre Bid Meeting / bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.
- 3.

CHECKLIST FOR DOCUMENTS TO BE ATTACHED WITH THE TENDER

Sl. No	Covers	Details	Remarks	Tick (√)
1	(Cover 1)	All the documents and Annexures, except Price Bid document.		
2	(Cover 2)	Only Price Bid documents as per Annexure – II		
3		Whether GST Registration Certificate is enclosed.		
4		Whether PAN is enclosed.		
5		Whether duly filled in Technical Bid documents (i.e., Annexure-I to the tender document) along with all the related enclosures have been enclosed with the Tender: <ul style="list-style-type: none"> i. Registration/ Incorporation details of the bidding firm/Agency/ Company ii. Documents in support of Legal Status of the Bidder. Copy of Registered Partnership Deed or Articles / Memorandum of Association in the case of partnership firm or Private Limited Company. iii. Authorization / Power of attorney for signing the tender document iv. Audited Annual Accounts, Income Tax Return and assessment orders for the last three consecutive financial years i.e., 2019-20 to 2021-22 v. Details of completed contracts in the prescribed format during the last three years along with proof with verifiable contacts. vi. Details of ongoing contracts in the prescribed format along with proof with verifiable contacts. vii. All other information/ details/ supporting documents/proof desired in the Tender document. 		
6		Whether Technical Bid documents as per Annexure-I of the tender document is submitted.		
7		Whether Undertaking, Near Relative and Declaration Certificate as per Annexure-III to the effect that the bidder had never been blacklisted by any of the Government Organization / Agencies is submitted.		
8		Whether Technical Bid documents and all the required enclosures to the Technical Bid are serially numbered and over writing/ erasures, if any, in the technical bid duly been signed and endorsed with seal?		
9		Whether an Index or Table of Content of all enclosures to the Technical bid has been prepared and attached with the Technical bid, to facilitate quick reference?		
10		Whether Tender documents have been signed with seal in all the pages by the bidder.		