## INDIAN INSTITUTE OF MANAGEMENT SHILLONG Umsawli, Shillong-793018

Website: www.iimshillong.ac.in

EOI No: V1-1601/10/2022-SP0 /24-25/08 Dated: 18 Oct 2024



# NOTICE INVITING EXPRESSION OF INTEREST FOR EMPANELMENT OF BOOK SELLERS/AGENCIES FOR SUPPLY OF COURSE BOOKS

#### **DETAILED NOTICE EXPRESSION OF INTEREST**

Online Expression of Interest (EOI) are invited on behalf of Director, IIM Shillong from eligible, experienced agencies /vendors for **Empanelment Of Book Sellers/Agencies For Supply Of Course Books** 

| EOI No   | V1-1601/10/2022-SPO /24-25/08   |
|--|---|
| Name and Location of Work  | Empanelment Of Book Sellers/Agencies<br>For Supply Of Course Books  |
| Date of Issue/e-Publishing at CPPP website https://eprocure.gov.in/eprocure/app  | 18 Oct 2024 at 17.00 hrs  |
| Document Download Start Date and time at CPPP website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>            | 18 Oct 2024 at 17.00 hrs  |
| Document Download End Date and Time at CPPP website https://eprocure.gov.in/eprocure/app   | 04 Nov 2024 at 15.00 hrs  |
| Tender Queries should reach by   | Latest by 29 Oct 2024 till 17:00 Hrs.  Tender queries received later than the date and time as mentioned above shall not be entertained.  Pre-Bid queries should only be emailed to spo@iimshillong.ac.in |
| Last Date and Time for receipts of Tender online at CPPP website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> | 04 Nov 2024 at 15.00 hrs  |
| Date and Time for opening of Tender at CPPP website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>              | 05 Nov 2024 at 15.00 hrs  |
| No. of Bids  | 01 (One bids) {Technical }  |

| Bid Validity days          | 90 days (From the date of opening of financial bid)  |
|----------------------------|--|
| Address for correspondence | Store and Purchase Office, IIM Shillong, Umsawli, East Khasi Hills, Shillong-793018, Meghalaya Office Contact No: 0364-2308012/2308070  Email: spo@iimshillong.ac.in |

Sd/-

Chief Administrative Officer IIM Shillong

#### 1.0 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

- 1.1 Bidders would be required to register on the Central Public Procurement Portal at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> using a valid Digital Signature Certificate (DSC) and valid email address to be able to participate in the bidding process. On registration with the Portal they will be provided with a user id and password by the system through which they can submit their bids online.
- 1.2 Digital Signature Certificate (DSC) may be obtained from any authorized agencies registered with the Certifying Authority (CA), through National Informatics Center (NIC) in India.
- 1.3 Bidders can download the bid document from Central Public Procurement Portal website at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and required to submit the bid online by scanning and uploading all the relevant documents through the online Portal only.
- 1.4 Tender information is also available in the Institute's website at <a href="https://www.iimshillong.ac.in/tender-notices/">https://www.iimshillong.ac.in/tender-notices/</a>. Any further detail regarding Amendment /Addendum /Extension/ Corrigendum (if any) will be upload online only at both the given websites.
- 1.5 The bid submitted shall become invalid if-
  - The bidder doesn't upload all the relevant testimonials as mentioned in this document.
  - The Bidders will be required to produce the original copies of the eligibility criteria documents along with other document mentioned in the tender whenever needed at the various stages of tendering {if required}. Any discrepancy is noticed in the uploaded documents with reference to the original documents, the bid will be treated as invalid.
- 1.6 The tender document shall be uploaded in ONE part only as follows:
  - 1.6.1 "**TECHNICAL BID":** This stage shall contain the Techno-Commercial Bids comprising along with list of the documents.
- 1.7 Payment to the vendor for supply of items/services at IIM SHILLONG shall be made through E-payment.

Sd/-Chief Administrative Officer IIM Shillong

#### 2.0 GENERAL TERMS AND CONDITIONS

Indian Institute of Management Shillong (IIMS) is interested to have competent, cost effective and resourceful book sellers/ agencies on its approved Vendor list for supply of course books. IIMS invites Expression of Interest from all reputed book sellers/ agencies which are in the business of manufacturing, stocking, retail or marketing of books for empanelment. Registration Form can be filled, submitted and documents containing terms and conditions can be downloaded from the Institute's web-site www.iimshillong.ac.in.

#### A. Technical qualifying criteria for vendors to be empanelled:

(Proof / Supporting documents to be enclosed for the points mentioned below)

- 1. The Vendor must be registered under Companies Act for 3 years or as Partnership firm or as a Shop & Establishment as a Book Shop/ Wholesaler/ Retailer of books for the past 5 years.
- 2. The average annual turnover of the Vendor for the last three financial years must be Rs.50,00,000/- (Fifty lakhs only). CA certificate to be enclosed
- 3. The Vendor must not be blacklisted by any National level institutions.
- 4. The vendor must be a supplier of National level institutes like IITs, IIMs, NITs, ISER, NISER etc. Empanelment letter to be attached.
- 5. The Vendor must be distributor/dealer Academic books of foreign publishers like Elsevier, Taylor and Francis, Springer, Wiley, Oxford, Cambridge, etc. Distributorship/ Dealership letter to be attached.
- 6. The Firm/Agency should be a regular member of the "Good Offices Committee" of the Federation of Publishers & Booksellers Association of India or any other registered association of Booksellers and proof to this effect has to be enclosed as Annexure-I.
- 7. The Firm/Agency should have permanent office (either Head Office or Branch Office) in the same name in Shillong/Guwahati/ Kolkata which should have been in existence for a minimum period of five years as on 01.01.2020 and should be continuously functioning. Proof to this should be enclosed as Annexure –II.
- 8. The Firm/Agency should enclose a list of agencies (Govt. / Statutory bodies / Professional, Educational Institutions etc.) to whom books supplied along with its annual sales turnover for the two previous years (2018-19 & 2019-20) and proof to this effect has to be enclosed as Annexure-III.
- 9. Name and address of bankers with satisfactory banker's report regarding tenderers financial capability for doing business worth Rs 50 (Fifty) lakhs per annum.
- 10. The firm should be having PAN (Permanent Account Number) allotted by the Income Tax Department; documentary proof of the same has to be enclosed as Annexure-IV.

- 11. The firm should be having GST number documentary proof of the same has to be enclosed as Annexure-IV.
- 12. The bid documents will be rejected if it is incomplete/not properly filled/received after the due date.
- 13. The Director, IIM Shillong reserves the right to approve or reject any or all the vendors. Director's decision will be final in all cases in respect of acceptance /rejection /arbitration.

#### Period of Empanelment:

The period of empanelment is for two years from the date of issuing letter of empanelment. However, based on the performance of the book suppliers, the period of empanelment could be extended for one more year. IIMS reserves the right to terminate any of the empanelled suppliers due to failure on his part in discharging his obligations under the agreement or in the event of his becoming insolvent or going into liquidation.

IIMS also reserves the right to terminate the empanelment at any time during its currency, without assigning any reason whatsoever, by giving one month's notice in writing to the empanelled suppliers and the empanelled suppliers shall not be entitled to any compensation by reason of such termination.

The decision of IIMS shall be final, conclusive and binding on the empanelled suppliers and shall not be called into question.

#### Selection of Vendors:

The process for empanelment of book suppliers will be done in two stages.

**Stage-1:** Those who are fulfilling all the technical qualifying criteria will be empanelled as Book Suppliers of IIM Shillong.

**Stage-2:** Within the empanelled vendors, rates will be sought and those who quote highest discount for the latest edition of the books may get orders for supply of course books for the period of one year. If more than one vendor quotes for the same percentage of discount, the orders may be split between the vendors who have quoted the same percentage of discount, based on the number of titles in an order.

#### Submission of Bids.

a) Technical Bid: The Technical bid for "Empanelment of Book Sellers/Agencies for Supply of Books" shall contain completely filled and duly signed Technical Bid with all supporting documents and has to be submitted online in CPP portal only.

**Evaluation of Technical Bid**: IIMS will determine the substantial responsiveness of each Bid with reference to bid terms and conditions. For this purpose a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations

#### Right to Accept /Reject the Bid:

IIMS does not pledge itself to accept the lowest or any Bid and reserves to itself the right of accepting the whole or any part or portion of the Bid or cancel the EoI without assigning any reason whatsoever.

IIMS will examine the materiality/significance of the deviation/variation, if any, and shall take its own decision to accept or reject the Bid. IIMS's decision on acceptance/rejection shall be final without assigning any reason thereof. Bids once submitted will not be allowed for revision without the approval of IIMS. Any withdrawal of Bid after submission will result in the party being debarred or blacklisted.

#### **Performance Guarantee/Security Deposit:**

The vendors shortlisted for supply of course books shall submit a security deposit of Rs 50,000/-(Rupees Fifty Thousand only) by way of Fixed Deposit in favour of the "Indian Institute of Management Shillong" or a Bank Guarantee of equivalent amount from any scheduled Bank within five (15) days of confirming vendor empanelment.

The Performance Guarantee/Security Deposit amount shall be payable without any conditions whatsoever and the guarantee shall be irrevocable. The Performance Guarantee/Security Deposit shall be kept valid for a period of one year. The Performance Guarantee/Security deposit shall be refunded to the vendors on satisfactory performance of supply. The Performance Guarantee/Security Deposit is liable to be forfeited if the party fails to execute the orders as per the terms and conditions of the agreement/order and to the satisfaction of IIMS or on account of any breach of the terms and conditions.

#### 3.0 TERMS AND CONDITIONS FOR SUPPLY OF BOOKS

#### **Enquiry on availability of books:**

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

#### **Purchase Orders:**

- (i) Supply of books has to be made strictly against and as per the purchase orders.
- (ii) Acknowledging the receipt of purchase order, preferably by email, is mandatory. This acknowledgement will be deemed as acceptance of the purchase order.
- (iii) Any clarification/query regarding the purchase order should be sought from the concerned Section of the Institute within two (02) days of receipt of the order.
- iv) Supply only latest edition of the title
- 1. **Bill**: The pre-receipted bills should be in quadruplicate drawn in the name of **Indian Institute of Management Shillong.** Original Bill(s) should be duly stamped in case the amount exceeds Rs. 5,000/-. The bill should also contain the Order Number and Date.

The body of the bill should have following certificates-

- a. The books supplied are latest edition and are not remainder titles.
- b. Correct price as per Publisher Catalogue has been charged.
- c. Conversion rates have been charged as per GOC/ RBI rates.
- 2. The Bill must contain the Item Number of the Order against the title supplied.
- 3. **Delivery**: The supplier has to execute all the supplies within the stipulated time (45 days in case of foreign books and 21 days in case of Indian books) from the date of issue of the order. However, it may please be noted that at times the suppliers will be required to deliver the books against instant orders.
- 4. If more time is required for delivery, the vendor has to obtain permission from the concerned authority well in advance for extension of delivery schedule. In the absence of such communication, the supply order will automatically stand cancelled if the books are not delivered within the stipulated time.
- 5. Books should be delivered at the designated places of IIMS premises. Transportation, courier/postal and any other charges, will be borne by the vendor. Supplies should preferably made by registered post / courier or through messenger. The delivery shall be effected on a working day hours and shall be made to the authorized officials of IIMS only.
- 6. Books supplied must be in good condition. IIMS will not accept supply of defective books. If supplied, they should be replaced without extra cost. Payment will be processed and made only after receipt of entire lot of books or after all the defective books have been replaced. No interim or part payment will be made with respect to books delivered or delivered as defective books.
- 7. If there is a short supply or supply of defective copies or supply of an edition other than the one ordered, IIMS will procure from the 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 IIMS shall be recovered from the original vendor or adjusted against the payment due to the original vendor.
- 8. All the books supplied should be 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.
- 9. The minimum discount quoted should not be less than 20% of the price of the Book, as evidenced by the Publisher's Catalogue.
- 10. The supplier shall have to furnish the **price proof** of the books 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 IIMS in one instalment.

11. For any bulk purchases, the vendor should provide a certificate given by the original publisher stating that the books are procured from the publisher directly or indirectly.

#### 12. **Consignee**:

Indian Institute of Management Shillong Umsawli, Shillong – 793014, Meghalaya

- 13. **Packing**: Full particulars of the books must be kept in packing list. The particulars of the order number and date should also be mentioned.
- 14. The publications, which cannot be supplied at our approved rates and terms, should be referred to us for our approval for the higher rates otherwise the books will be accepted at our approved rates.
- 15. Please note that Indian edition of books available in the market should be supplied even if foreign edition is mentioned in our order unless otherwise specified.
- 16. In the case of foreign publications, the original prices in the foreign currency shall be mentioned in the bill along with the Rupees (`) prices charged in accordance with the approved rate of exchange.
- 17. No banned book(s) should be supplied and if any such book is supplied it would be forfeited.
- 18. The supplier undertakes to refund the amount if charged in excess than the prices of books.
- 19. Only one copy shall be supplied unless stated otherwise.
- 20. Books for approval may not be sent but information brochures about new publications are welcome.
- 21. In case the vendor is unable to meet 70% supply of our ordered books he/she cease to have preference for future order.
- 22. Transit Insurance will be borne by the vendor till the supply reaches the destination.
- 23. **Payment**: Payment will be made within reasonable time i.e. 30 working days from satisfactory receipt of the consignment.
- 24. **Penalty Clause**: Supply forms the crucial part of the order and therefore, if the supply is not completed in the stipulated time as prescribed in this document, termination of the Contract may be considered, besides levying penalty @5% per week on the value of goods supplied belatedly.

#### **Other Terms & Conditions**

- **a.** IIMS reserves the right to modify the terms and conditions of contract at any time during the period of empanelment at its sole discretion and without assigning any reason.
- **b.** IIMS reserves the right to cancel the contract at any time, without assigning any reason and shall not be responsible for any loss or damage incurred by the supplier due to such cancellation. However, the bills for the accepted goods will be settled as early as possible.

- **c.** IIMS reserves the right to cancel the "call for quotation" or extend the last date without assigning any reason or with or without notice and shall not be responsible for any loss or damage caused to any party.
- **d.** IIMS reserves the right to accept or reject any proposal fully or partly at any time prior to the award of the contract.
- **e.** IIMS has the right to accept or refuse the supply in parts or full or cancel the order without assigning any reason.
- **f.** Any Legal disputes that may arise out of the contract shall be subject to the jurisdiction of a court in Shillong, Meghalaya (India).
- 25. **Force Majeure:** Neither party shall be liable in damage or have the right to terminate this agreement for any delay or default in performing if such delay or default is caused by beyond its control including but not limited to Act of God, Government restrictions (including denial or cancelation of any export or other necessary license), war etc., which is beyond the reasonable control of the party whose performance is affected.
- 26. **Indemnity:** The selected vendor shall indemnify IIM Shillong and user departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. User department stand indemnified from any claims that the vendor's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders.

#### A. Technical Details to be enclosed in Technical Bid

| 1. | Name of the Agent/Vendor  |  |
|----|---|--|
| 2. | Complete Postal Address with Tel. No./ Fax/ E-mail  |  |
| 2A | Permanent office Address in the same name in Bangalore/Chennai/Kerala (Tel. No./ Fax/E-mail)  |  |
| 3. | State about the Financial Status (You may attach balance sheet for the last three financial years)  |  |
| 4. | PAN (Permanent Account Number) allotted by the Income Tax Department (copy to be attached)  |  |
| 5  | GST number (copy to be attached)  |  |
| 5. | Your valid Registration with the Good Offices Committee of the Federation of Publishers & Book Sellers Association of India or with any other national body (details to be enclosed).   |  |
| 6. | Experience/Clientage: (The Prospective Bidder has to enclose latest Photocopies of the minimum 03 work orders of the reputed educational institutions for the supply of books. Enlist the organizations served along with at least one certificate of satisfactory supplies). |  |
| 7. | Provide an affidavit on a non-judicial stamp paper of Rs. 100/- for not having black-listed for minimum three (03) years by any of the Institutes or Universities or Government organizations in India.   |  |
| 8. | Name and address of bankers with satisfactory banker's report regarding tenderer's financial capability for doing business worth `50,00,000/- (Rupees Fifty lakhs only) in one year.  |  |

Date: Signature of the Tenderer

### B. <u>Declaration by Vendor ( To be submitted in Vendors letterhead)</u>

| To,  |                          |   |
|--|--------------------------|---|
|  | The Director             |   |
|  | IIM Shillong             |   |
|  | Umsawli                  |   |
|  | Shillong- 793018         |   |
|  |                          |   |
| I/V  | We                       | confirm that  |
| 1)   |                          | hed is correct to the best of my knowledge and belief and if at any lse my registration will be cancelled and PBG/SD will be forfeited. |
| 2) I/We hereby agree to abide by all terms and conditions set out in the EOI |                          |   |
|  |                          |   |
| (Signat  | ture of Proprietor/Partn | er/Chief Executive)   |
| Full Na  | ame                      |   |
| Place:   |                          |   |
| Date:  |                          |   |
|  |                          | (Official Seal)   |