

Indian Institute of Foreign Trade Deemed to be University (Under Department of Commerce, Government of India)

Tender for Empanelment of Publishers/Distributors for Supply of e-Books to IIFT New Delhi.

Ref: No. Misc.1/2021

Date: 27/08/2021

INDIAN INSTITUTE OF FOREIGN TRADE B-21 QUTAB INSTITUTIONAL AREA. NEW DELHI - 110 016 Indian Institute of Foreign Trade (IIFT), an autonomous body under the Department of Commerce, Government of India and as well as a Deemed to be University under UGC, invites Expression of Interest for **"Empanelment of Publishers/Distributors for providing subscription/online access of e-Books"** on prescribed Format from reputed publishers.

This empanelment will be initially valid for a period of **one year** from the date of confirmation by IIFT and it may be further extendable with written request from the publishers/ Distributors, at the sole discretion of the Institute. Interested publishers/ Distributors may submit the applications along with one copy each of the requisite documents in the **Tender Box at the Main Gate, IIFT,B-21 Qutab Institutional Area, New Delhi - 110 016**

Important Dates

Last Date & Time of Receiving the Tender	15/09/2021 by 05:00 PM
Date & Time of Opening Tender	To be announced later
Date of Confirmation	To be announced later

Instructions for applicants:

- The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested Publishers/ Distributors are advised to submit separate sealed envelopes super scribing - "Technical Bid for supply of e-Books to IIFT, New Delhi" and "Financial Bid for subscription of e-Books to IIFT, New Delhi" containing respective documents.
- The tender document can be downloaded from official website (www.iift.edu) of IIFT, New Delhi, the tender fee amounting to Rs. 500/- should be submitted in the form of DD/BC drawn in favour of "India Institute of Foreign Trade" payable at 'New Delhi'. The fee of tender document will not be refunded in any case. Tender received without tender fee will be summarily rejected.
- Bid Security: As per the Ministry of Finance, Department of Expenditure an amendment to GFR Rule 170 vide Office Memorandum No. F.9/4/2020-PPD dated 12/11/2020, the bidders are requested to submit a Declaration instead of Bid Security. The declaration format at <u>annexure-A.</u>

- 4. The Technical Bids are to be opened at the first instance & evaluated by competent committee or Authority. At the second stage, Financial Bid of only technically qualified Publishers / Distributors will be opened for further evaluation and selection of Publishers/ Distributors for empanelment.
- 5. **THE ESTIMATED VALUE** of the Tender is approximated **Rs. 73.76 Lacs** based of consumption for the year 2019-2020.
- 6. Incomplete and conditional applications will not be considered.
- 7. At any given point of time, if any of the documents furnished by the Publishers/ Distributors is found to be incorrect contract is liable to be cancelled.
- 8. The Publishers/ Distributors or his Authorized representative has to sign on every page of the document submitted by them with seal of the publishers/ Distributors concerned.
- PERFORMANCE SECURITY: The successful bidder must submit a Performance Bank Guarantee for an amount of Rs. 2,21,280/-. It can be deposited in the form of Demand Draft or Bank Guarantee with validity period beyond 60 days of the completion of the project
- 10. Strict discipline is expected to be maintained with respect to application for empanelment. No canvassing or repeated communication should be made with the library. Failing to maintain this discipline, the applicants are liable to be black-listed by the Institute.
- 11. The application(s) received after the due date and time will not be considered.
- 12. The applications will be scrutinized and shortlisted for empanelment by the library committee. The short-listed publishers will be informed either by email and/or by regular post for further procedure, as required.
- 13. The short-listed Publisher(s)/ Distributor(s) for empanelment are required to agree to supply as per the Institute's "Terms & Conditions for subscription of e-Books" as stipulated hereunder.

(Karun Duggal) Section Officer (Admn.) Room No. 522 Indian Institute of Foreign Trade Tel: 011 39147322

Terms and Conditions

1. Eligibility Conditions:

- a) Membership of Good Office Committee.
- b) Membership of Federation of Publishers/ Distributors with proof.
- c) Minimum 03 years experience with Universities/National Academic Institutions of higher learning in Management and allied disciplines as subscriber of e-Books.
- d) The Publisher/ Distributor should have served at least 03 reputed Institutions like IIMs, NITs and Universities, etc.
- e) Number of Important University/National Autonomous Academic Institutions of higher learning in Management and allied disciplines served as subscriber of e-Books to Libraries during the last 03 years. Copies of the latest Purchase Order handled by your firm with copy of the certificate of successful completion of supply on time from the institute concerned be attached. Additional Sheet may be added if required.
- f) The Publisher/ Distributor should have permanent establishment which should have been established for minimum period of 10 years.
- g) Only publishers/ Distributors are eligible for applying the Tender.

2. <u>General:</u>

- a) IIFT reserves the rights to accept, consider or reject any or all applications without assigning any reasons thereof.
- b) IIFT-New Delhi does not bind to place the purchase order to the approved vendor.

3. Enquiry:

The library may place an enquiry with all the empanelled publishers/ Distributors for the required titles and number of subscription required by email and within two days of receipt of the email, the publishers/ Distributors have to respond by quoting the price.

4. Purchase Orders/ Demand for e-Books:

- a) Subscription of e-books has to be made strictly against the purchase orders.
- b) Sending an acknowledgement of the receipt of purchase order, which is taken as an 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 02(two) days of receipt of the order.
- d) Subscription of e-books shall be for one year.

5. IIFT is currently using the following publisher's books.

- i. Pearson Education ii. Harvard iv.
- iii. Mcgraw Hill India
- Oxford University press v. Cengage
- vi. Routledge ix. Wilev

- vii. Vikina
- Sage х.

6. Fall Clause

• If the supplier reduces the price of e-Book after the award of the work, the reduced price will automatically applicable to IIFT. Accordingly the price payable under the contract will become the reduced price only. At the time of submitting the invoice, the supplier has to enclose an undertaking to the effect that they have not sold the goods (e-Books) to any one below the price quoted to us. Any non-adherence in this regard would constitute a default and invite invocation of penal clauses.

viii. Tata Mcgraw Hill

7. Supply:

- a) All the ordinary Indian e-Books should be subscribed within 2 days and foreign-Books within 05 days, in case dealings from abroad involves.
- b) All bills towards subscription of e-books shall be drawn in favour of the IIFT, New Delhi. The prices charged will be inclusive of all taxes. In no case additional charge will be paid. E-Books to be subscribed to the users as required of Indian Institute of Foreign Trade Library.
- c) Every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in supply, their quantity and price.
- d) If the requested title(s) is a new edition or made available on demand, sufficient valid supporting documentary proof should accompany the

communication seeking any extra time for supply.

e) In case there is a delay foreseen in subscribe, the concerned empanelled Publishers/ Distributors should send a communication to the library explaining the same and seeking an extension of time to e-delivery/ Access the same online, at least 02(two) working days before the due date of supply.

8. Conditions for cancellation of the released purchase order:

- a) If a Publisher/ Distributor fails to subscription of the ordered titles of ebooks or does not give access to the e-books after their confirmation within the stipulated time, a penalty ranging from 10% to 20% shall be imposed or the Security Deposit amount shall be forfeited. The supplier shall also be blacklisted.
- b) If the Publisher/ Distributor failed to provide the subscription within 2 days for Indian e-Books and within 5 days for foreign e-Books, the order will be cancelled automatically.
- c) All supply orders for e-books will be valid for 5 days for Indian Publications and 10 days for foreign Publications. After the expiry of the timeframe, the purchase order will automatically stand cancelled.
- d) The decision of accepting disrupted of subscription titles is at the sole discretion of the Institute and the decision of the competent authority of the Institute shall be final in this regard.

9. Mandatory enclosures with Invoice:

- a) Challans/Invoices are to be submitted in triplicate (3 copies). A revenue stamp should be affixed on the original bill and should be signed by authorized signatory.
- b) A currency conversion rate proof with date must be furnished for foreignebooks whose prices are quoted (before conversion into INR) in any currency other than INR.
- c) Every currency conversion proof should bear authorized signature of the vendor with official seal.

10. Other Terms and Conditions:

- a) The Institute reserves the right to change or modify or amend or substitute any clause(s) in the "Terms and Conditions", if required, during the tenure of the contract. In case of such a change, the empanelled publishers will be notified.
- b) The empanelled publishers will be required to subscribe the latest edition of e-books to IIFT. In no case, an earlier edition shall be supplied, unless specifically asked for.
- c) If the first Publisher/ Distributor fails in confirming about subscribe of ordered publications within 05 days from the date of ordering, the second publisher will be given supply order. In case of failure in supply, the subsequent supply order will be given to the next parties, available in the panel of Publishers/ Distributors.
- d) Number of Publishers/ Distributors etc. for empanelment will be fixed by the Institute.
- e) In case of urgency, the Publisher/ Distributor will be required to subscribe the e-books under a very short notice.
- *f)* The bidder shall invariably state in the Tender, the validity of the offer. The validity shall be for a minimum period of 180 days from the date of opening of bids.
- g) **Terms of Payments:** On monthly basis after the submission of bills.
- h) Termination of the Contract: The contract can be terminated by IIFT by giving three-month notice. However, IIFT reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. IIFT's decision in such a situation shall and binding on the contractor.
- *i*) **Liquidated Damages:** Half percent per week of the delay subjected to a maximum of 5% of the order value will be levied for delay in execution the contract.
- j) Arbitration: Any dispute or difference, whatsoever arising between the firms out of or relating to the Tender shall be referred to the <u>Director IIFT</u> for referral of such disputes to a sole arbitrator, to be appointed by mutual consent of the parties to the contract. The arbitrator shall give reason(s) for the award. Subject to the above, the provisions of Arbitration Act, 1996 and the Rules made there under shall be deemed to apply to the arbitration proceedings under this clause. The venue of arbitration shall be in IIFT New Delhi.

- k) **Effect and Jurisdiction:** The law applicable to this Tender shall be the laws in force in India. The courts in New Delhi, shall have exclusive jurisdiction in all matters arising under and on account of this Tender.
- I) Force Majeure: I f the performance of the obligation of either party is rendered commercially impossible by any of the events hereafter mentioned that party shall be under obligation to perform the agreement under order after giving notice 15 days from the date of such an event in writing to the order party, and the events referred to are as follow:
 - Any law, statue of ordinance, or action or regulations of the Government of India.
 - Any kind of natural disaster.
 - Strike acts of the public enemy, war, insurrections, riots, lockouts sabotage.

Indian Institute of Foreign Trade New Delhi

Technical Bid

Empanelment of Publishers/ Distributors for subscription of e-Books to IIFT, New Delhi

Application Form

- 1. Name of the Publisher/ Distributors:
- 2. Complete Postal Address:
- 3. FAX No:/Telephone No:
- 4. Email & Website of bidder:
- 5. Kind of Proprietorship (i.e. Single/Joint):
- 6. If partnership, name and address of partners:
- 7. Are you a member of Good Office Committee (G.O.C)? Yes/No.If

Yes, attach a copy of the Membership Certificate.

8. Are you a Member of Federation of Publishers/ Distributors? Yes/No.

If Yes, attach copy of the valid Membership

- 9. Year of starting of the Firm with Registration Number/date: (Attach attested copies). At least 10 years existence is required.
- 10. PAN & TAN No.:
- 11. GSTN Registration No. (Attach: copy of GST Certificate)
- Whether the fee of tender document submitted Yes/No _____lf yes, DD No. _____dated ____for Rs. 500/drawn on _____favouring IIFT, payable at New Delhi is enclosed.
- 13. All entries in the tender form should be legible and filled in clearly. If the space for furnishing information is not sufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or correction is permitted in the financial bid Form.
- 14. Attested copies of the relevant documents/certificates are to be enclosed to support

the entries made in the Technical Bid. Entries/Claims made without supporting

documents will not be considered for evaluation.

Please enclose recent passport photograph(s) of the authorized representative(s)

DECLARATIONS

(i) I/We (names of partners/Proprietors or Shareholders) do hereby declare that the entries made in this application form are true to the best of our knowledge and believe, that we shall be bound by the acts of duly constituted attorney.

(ii) I/We also hereby declare that all matters related to IIFT, New Delhi shall be treated as Confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority.

(iii) Mr..... Whose Signature are given below, is an authorized representative of this firm.

(iv) I/We also undertake the responsibility to communicate all subsequent changes in the constitution or working of firm, affecting the accuracy of the facts, stated above.

Date:

Authorised Signatory

& Seal of the Firm

Indian Institute of Foreign Trade, New Delhi

Financial Bid

Empanelment of Publishers/ Distributors for Subscription of e-Books to IIFT, New Delhi

Application Form

Name of the Publisher/ Distributors:

SI		Publication Type & Discount Offered									
No.	Description of e-Books	of F	ublications/ oreign ications	Publications	e-Books s having price Currencies						
		1 – 10 Copies	11 - Above	1 – 10 Copies	11 - Above						
1	Text Books										
2	General (User's Reference) e-Books										
3	Reference e-Books (Handbooks, Yearbook, Encyclopaedia, Map, Chart, Dictionary and the like)										
4	e-Books Published by Govt./ NGO/ Non- profit organizations / Low Discounted e- Books etc.										
5	Institutional/GOI publications										

I/We hereby declare that I/We shall abide by the terms and conditions and rules & regulations of IIFT New Delhi as laid down in the said tender document and quote rates accordingly.

Date:

Authorised Signatory & Seal of the Firm

Indian Institute of Foreign Trade, New Delhi MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date:

The Section Officer Indian Institute of Foreign Trade, Section Officer, General Administration, Room No. 522, IIFT, New Delhi – 110 016.

Sub: Authorization for release of payment / dues from Indian Institute of Foreign Trade New Delhi through Electronic Fund Transfer/RTGS Transfer.

1. Name of the Publisher/ Distributor:

2. Address of the Publisher/ Distributor:

City	Pin Code	
E-Mail ID	Mob No	
Permanent Account Number		

3. Particulars of Bank

Bank N	ame								Branch Name									
Branch	Place			-					Branch City									
PIN Co	de								Branch Code									
MICR	lo																	
Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code)																		
-	IFS Code:(11 digit alphanumeric code))											
Accoun	Account Type					Savings			Current				Cash Credit					
Accoun Numbe	-																	

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Indian Institute of Foreign Trade, New Delhi responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place:____

Date:_____

Signature & Seal of the Authorized Signatory of the Party

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date _____

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it please TICK wherever is applicable.

Annexure-A

Declaration for Bid Security

I _______ Son/ Daughter/ Wife of _______on behalf of the ______(Name of Company) do hereby declare that if we withdraw or modify our bids for the Tender during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in Tender, we will be suspended for a period of 1 year from being eligible to submit Tender/Proposal for contracts with IIFT.

Name

Company

Signature