
Expression of Interest for Empanelment of Vendors for Procurement of Printed and Electronic Resources for Library & Resource Center

{ Books, E-Books, Journals, E-Journals, Magazines, E-Magazines, Newspapers, Audio-Video Material, Forecast, Trends, Colour Chips/Cards/Swatches, Scale Down Models, Prototypes, and Swatches of Fabrics, Woods, Stones, Metals, Glasses...etc. }

2022

NATIONAL INSTITUTE OF DESIGN, MADHYA PRADESH
Acharpura, Eint Khedi, P.O. Arwaliya, Bhopal (MP)-462038
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(An Institute of National Importance under DPIIT, Ministry of Commerce and Industry, Govt. of India)

Subject: Notice Inviting E-Tender for Expression of interest for Empanelment of Vendors for procurement of printed and Electronic Resource.

On behalf of Director, National Institute of Design, Madhya Pradesh (NID MP) online proposal are invited from eligible and reputed authorized book vendor for Expression of interest for Empanelment of Vendors for procurement of printed and Electronic Resource for Institute Library, as given in schedule of requirement of this tender.

Schedule of Tender

Tender enquiry Number	NIDMP/1-30/EMP/01/2021	
Date/ time of release of tender through e-procurement solution	25.02.2022	03:00 PM
Date/ time of pre-bid meeting at National Institute of Design, Madhya Pradesh, Acharpura, Eint Khedi, Post Arwaliya, Bhopal (MP) – 462038	03.03.2022	11:00 AM
Start date/ time of submission of online bid	25.02.2022	05:00 PM
Last date/ time of submission of online bid	17.03.2022	03:00 PM
Date/ time of opening of technical bid	Will be notified later	

Detailed, Terms and Conditions, Scope of Work, various formats and Performa for submitting the proposal are described in this tender document and its Annexure's. For any query, please send email to procurement@nidmp.ac.in or contact on Phone No. 0755-6721003 /1129.

Sd/-
Registrar
National Institute of Design, Madhya Pradesh

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1. **Introduction:**

National Institute of Design, Madhya Pradesh (NID MP) invites expression of interest “Terms and conditions for Empanelment of Vendors for Procurement of Printed and Electronics Resource for Library & Resource Center.

2. **Documents need to be submitted by vendors for empanelment:**

2.1 Empanelment of vendors for supply of items i.e Books, E-Books, Printed Journals, E-Journals, Magazines, E-Magazines, Audio-Video Material, Trends Forecast, Colour Chips/Cards/Swatches, Scale Down Models, Prototypes, and Swatches of Fabrics, Woods, Stones, Metals, Glasses etc, shall be carried out through a competitive process.

Interested vendors shall have to submit the following documents along with the application/ form, which are a mandatory requirement for empanelment:

- i. Copy of Registration certification of firm.
- ii. Copy of Registration with FPBAI. {The Federation of Publishers' and Booksellers' Associations in India}
- iii. Copy of Registration with GOC.(Good Office Committee)
- iv. Copy of PAN card and GSTN registration copy.
- v. Cancelled Cheque for electronic mode of payment.
- vi. Average turnover of last three financial years should be minimum of Rs. 50 lakhs(F/Y, 2018-2019, 2019-2020 2020-21, for which Audited financial statement of last three years should be submitted.
- vii. The vendor should have served with at least three libraries of educational Institutes/ Universities, institutions of National Importance such as NIDs, IITs, IIITs, NITs, IIMs and research institutions etc at least for three years. Empanelment letters should be attached as evidence for this purpose.

2.2 The vendor should be neither blacklisted by any Government department nor their should be any criminal case registered/pending against the firm or its owners/ partners anywhere in India. A certificate/undertaking to this effect should be submitted.

- i. Merely fulfilment of prescribed eligibility conditions does not entail a supplier to be

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3. Terms and conditions to the vendor(s) for Empanelment for the supply of books and other library resources:

Subject to meeting the conditions as mentioned in preceding para 2, the empanelled vendor will be required to enter into an agreement with NID MP by submitting an instrument of agreement on a non-judicial stamp paper of Rs.100/-. The initial period of empanelment will be two years extendable to a further two more years at the discretion of the Competent Authority of NID MP, depending on past performance review and mutual consent of the Institute and vendor. However, during the extended period of the agreement, the terms and conditions of the empanelment shall preferably remain the same, until recorded in writing. NID MP does not bind itself to not add any new vendor to its approved list of empanelled vendors. All successful vendors, who fulfil the NID MP terms and conditions for empanelment will be informed through a letter about their empanelment. The vendors will be required to accept the terms and conditions given in this EOI document.

The empanelled vendor shall be required to deposit a sum of Rs.50,000/-in the form of a refundable security deposit in the form of Bank Guarantee/ DD in favour of the National Institute of Design, Madhya Pradesh, within 15 days from the date of receipt of communication from NID MP. In case the amount is not deposited within the stipulated time frame, It shall be considered that the Firm is not interested in empanelment with the Institute, No interest shall be paid by the Institute on this amount.

3.1 Discount Structure:

- i. There would be a minimum discount of 23% for the supply of all books. (except for conditions stated at Para ii below)
- ii. In the case of Government publications (GOI & Swami's Publications, etc.) & short discount titles, the rate of discount may be as applicable. In such cases, the vendor has explain about the discount rate and provide proof of it being a short discount title. In any case, titles published by major Publication houses will not be considered

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as short discount titles.

- iii. Discount rates offered by the firms shall not be linked with the quantum of the purchase order and discounts on all the books/library resources shall be provided as per the agreed terms and conditions.
- iv. In case a vendor is found to quote as Short Discount, titles which other vendors supply at the agreed rate of discount, NID MP reserves the right to issue a notice for the explanation to the vendor.

3.2. Enquiry on availability of Books & Other Resources:

After the empanelment, the vendor shall be eligible for quoting rates as and when asked for the procurement of resources as cited in preceding para 2. The library will place an enquiry with all the empanelled vendors for the required titles and number of copies of each thereof, by email/speed post/ courier mentioning the following details of printed and Electronic resources. As per the provided list of books or other materials, the empanelled vendors shall be asked to respond within seven (07) working days, only by email with the following details:

- i. Number of copies available.
- ii. Unit price (In original currency).
- iii. Maximum discount offered (Minimum discount criteria to be mandatorily met)
- iv. Shipping time/supply time and validity of quoted price(s), etc.
- v. A proforma for filling up the above details will be provided to the empanelled vendors. NID MP reserve the right to increase or decrease the quantity of titles/ volumes/items of the resource after quotation obtained. In case a vendor is found to reply selectively to queries placed by the library, choosing to reply only in case of titles of certain publishers, and/or replying as “Out of Print/ Out of Stock” for other publishers’ titles, NID MP reserves the right to seek an explanation. In case a malafide intent is established, the Institute may issue a warning. Repeated acts may lead to the removal of the vendor from the empanelment list.

3.3. Issuance of Purchase Order:

- i. After the approval of the purchase proposal by the competent authority, the

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library shall place the purchase order to the empanelled vendor(s) offering the highest discount on agreed terms and conditions.

- ii. Exchange/ conversion rates for foreign currency will be charged as per RBI/ nationalized bank exchange selling rate prevailing on the date of issue of the purchase order or date billing for books/ journals and other resources, whichever is lower.
- iii. If two or more empanelled vendors offer the same discount and same shipping time/supply time, feasibility for an approximately equal distribution of the purchase order(s) shall be explored. (at the discretion of NID MP)
- iv. The supply of resources have to be made strictly according to the purchase order(s) only.
- v. The purchase order(s) should be acknowledged by the vendor(s) within 7 working days by e-mail or speed post.
- vi. Any clarification/query regarding the purchase order should be sought from the library within five (05) days of receipt of the order.
- vii. Vendor should send the supply position/status of books or other resources within 07 days from the date of issue of the Purchase order. NID MP reserve the right to cancel the order and transfer it to another vendor in case the supply position/status is not received within the given time frame.

3.4 Time frame for the supply of resources:

- i. 30 days (maximum) for titles available in India.
- ii. 120 days (maximum) - for foreign titles (if not available in India).
- iii. If the requested title(s) is OFP (Out of Print) or POD (Print on Demand), sufficient valid supporting documentary proof should accompany the communication seeking any extra time for supply.
- iv. In the case of titles that are not supplied, a certificate of non-availability of those titles in the market from the publisher/publisher's distributor/stockiest should be furnished within the due date of supply.
- v. In case there is a delay that is foreseen in supply, the concerned empanelled vendor should send a communication to the library explaining the same and

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justified with adequate proof i.e communication from publisher/publisher's distributor or stockiest, the Competent Authority may consider extending the supply time as may be deemed fit.

- vii. The delivery should be provided mandatorily at the NID MP campus without any freight charges, whatsoever.

3.5 Supply of Books:

- i. By default, latest paperback, Indian reprints/editions must be supplied unless otherwise specified, (In case of unavailability of paperback and Indian editions, clarification/permission should be sought, preferably by email, from the library regarding supply of the available editions in lieu of the default).
- ii. Any resources found damaged, or resources found without supplements as prescribed shall be rejected by the library and intimation shall be sent to the vendor within 10 working days of the receipt of resources. The vendor will be bound to supply or replace such resources at their own cost.
- iii. Supply of publications shall be at latest catalogue prices, the increase or decrease in the price of the books/ resource shall not affect the discount and delivery period after quotation is provided.
- iv. The Vendor shall have to submit the authentic price proof, duly certified and stamped, in support of the price charged, if the price of the book is not printed.
- v. Payment shall be made within 30 days on the completion of supply and the receipt of the duly certified invoice along with all supporting documents by the library.
- vi. All handling/postage/transportation/freight charges shall be borne by the vendor towards supplying the resource(s) to the Institute library.
- vii. The Institute will not accept remaindered books. Damaged supplied resources, books with missing pages shall have to be accepted back by the vendor at his/her own cost even, in the case where they have been stamped for accessioning.

3.6. Mandatory enclosures with Invoice:

- i. A copy of publisher's/distributor's invoice/copy of the printed catalogue of the order

(An Institute of National Importance under DPIIT, Ministry of Commerce and Industry, Govt. of India) as price proof and currency conversion proof with a date. Every price proof and currency conversion proof should contain the Firm's IT PAN, seal, and authorized

signature of the vendor.

- ii. Pre-receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies) and revenue stamp should be affixed on the original bill and should be signed by an authorized signatory.
- iii. Invoice should be raised in favour of “National Institute of Design, Madhya Pradesh”.
- iv. Only one invoice should be raised against one purchase order (P.O) Titles from different P.O.s should not be combined and supplied under one invoice.
- v. The prices in the invoice should be indicated in original currencies, and Indian rupees, with the currency conversion rate(s), as applicable.

3.7. Conditions for cancellations of the released purchase orders:

- i. The vendor(s) shall supply all the ordered books/library resources within the given time frame as specified in the purchase order. If a vendor fails to supply the ordered items within the stipulated time as provided in the supply order, the Institute reserves the right to cancel either the entire order or part thereof without any further notice/reminder.
- ii. The Liquidated Damages (LD) clause shall be applicable as per the purchase order @ 0.5% per week and up to a maximum of 10% of the value of the purchase order/contract value on the late delivery of books.
- iii. In case, the supplier needs additional time for the supply of resources, the vendor shall have to seek permission in writing on sound, satisfactory and justifiable ground at least seven days before the scheduled supply date. Request for the extension of supply date and waiving off the LD shall be subject to the approval of the Competent Authority of the Institute.
- iv. The decision of accepting supply of cancelled titles shall be at the sole discretion of the NID MP and the decision of the competent authority shall be final in this regard.

4. Terms and Conditions for the empanelment of Firm/ Vendors/Agencies for Printed and Electronic Resources:

In continuation to the preceding para 2, additional terms and conditions for empanelment

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of Firms/Vendors/Publishers for the subscription of printed Foreign and Indian Journals, Trends forecast, magazines & electronic resources. The library will place the order for the

subscription to the selected vendor/ agency as per the following agreed on terms and conditions:

- i. On the receipt of the confirmed order, the vendor/ agency shall process the Institutional subscription.
- ii. The payment of foreign currency for the print/e-journals/e-books subscription will be made as per the Nationalized bank/RBI exchange rates, prevailing on the date of issue of the purchase order or date of billing for journals and other resources, whichever is lower.
- iii. In case of subscription of online/ offline resources, printed journals and magazines through any vendor, an advance payment shall be released on the basis of the Security Deposit in the form of a 3% Bank Guarantee of the ordered amount after getting proper an agreement, duly approved by the Competent Authority, signed with the vendors/publishers/aggregators. The BG shall be released to the vendor after the completion of the subscription period.
- iv. The journals available in dual currencies should be billed in the currency by which the converted cost is the lowest in Indian rupees.
- v. The vendor will make sure the online access of e-resources or delivery of all the issues of printed journals/magazines by the speed post, courier service or in-person delivery without any additional cost.
- vi. In case of non-receipt of any issue of journals, trends forecast and magazines, the vendor will have to arrange the missing issue or have to pay back the cost of non-supplied issues to the Institute within 15 days. In case of failure in providing the missing issues or delay of payment for the missing issue, non-supplied issue, 0.5% penalty per week (up to 10% maximum) shall be levied against late supply of printed journals/ periodical. If any issue is not supplied by the vendor within 30-45 days of the scheduled date of the subscription, the subscription order may be cancelled. The firm/vendor will have to refund the proportionate cost/value/amount for the not supplied journals/issues.

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- vii. In case vendor provides the documentary evidence, satisfactory reason of the delay in the supply of issues of journals/ magazines, or in case, where the prevailing circumstances were due to Force Majeure (beyond human control) for non-supply of the journal's penalty will be waived off. The documents relating to the non-supply of journals should be submitted well in advance to avoid a penalty but latest by the last date of scheduled supply.
- viii. in lieu thereof in the form of a refund by means of a Demand Draft favouring "National Institute of Design, Madhya Pradesh" payable at Bhopal or by NEFT to institute account and have to submit the proof of the payment. The Firm will refund the full amount of the subscription of journals along with the penalty if any charged by the Institute, which is not supplied within six months from receipt of payment to Institute by means of a Demand Draft else the Security Deposit will be forfeited.
- ix. The vendor shall give an undertaking that the Firm has the necessary permission(s) to deal with foreign and Indian periodicals subscription and make necessary payment(s) in foreign and Indian currency. Further, it should fulfil all statutory requirements required to deal in foreign currency. The Firms/ Vendor shall be liable to follow all law/ rules/regulations of GoI/ RBI in this regard.
- x. The successful firm will have to enter into an agreement with the Institute on a non-judicial stamp paper of Rs.100/- the cost of which has to be borne by the vendor himself.
- xi. The Institute shall reserve the right to discontinue the service of the vendor on the basis of poor performance in terms of supply of journals/magazines, before such discontinuation the vendor will be given the opportunity to respond. The final decision on such discontinuation will be taken by the Competent Authority of the Institute.
- xii. All journals are to be supplied for the calendar year January to December, supply of the periodicals should commence from the issue no. 1 of the volume starting during the year unless specified otherwise. Initially, the initial period of empanelment will be two years extendable to a further period of two years of empanelment at the discretion of the Competent Authority of the NID MP, depending on past performance review and mutual consent of the Institute and vendor. However, during the period of the

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agreement, the terms and conditions of the empanelment shall preferably remain unchanged, unless received in writing.

- xiii. Force Majeure: Any failure or omission to carry out the provisions of the contract by the supplier shall not give rise to any claim by either of the party to the contract if such failure or omission or commission arises from an act of God, Which shall include all act of natural calamities such as fire, flood, earthquake, pandemic, hurricane or any pestilence or from civil strikes, compliance with any stature and/ or regulation of the government, lockouts and strikes, riots, an embargo of from any political or other reasons beyond the supplier's/ Institute's own control including war (whether declared or not) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within four weeks from the date of occurrence of such an event which could be attributed to force majeure conditions.
- xiv. No gratification clause: The vendor will give an undertaking that they will not try to gratify any person or use any other unfair means involved in the purchase of the quoted resources. Any such act shall debar the firm from participating in other EOI/tenders floated or to be floated by the purchaser and suitable action will be initiated against such defaulters.
- xv. In case any dispute arises out of their contract, the decision of the Competent Authority of NID MP shall be final and binding to both parties.

5. Termination of Empanelment:

- i. In case, where it is established that the vendor has indulged in lapses/ violating the terms and conditions of the agreement or supplying old and remaindered books, overcharging the price of books/ resources and defaulted in supplying books even on an extended time limit without reasonable grounds and unsatisfactory service, the Institute shall give an opportunity to vendor to represent their side. In case the vendor fails to submit a satisfactory reply, the Firm/agency shall be liable for termination of empanelment (including blacklisting) with/ without the imposition of a penalty/ forfeiting of Security Deposit/EMD(As decided by the Institute).
- ii. In case of disputes and differences arising out or concerning the work, breach of any terms of the agreement, unsatisfactory/ inefficient service on the part of the vendor, or

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at any time, if it is found that the information provided by the empanelled vendor in any form about publications, services and related matters is incorrect, the Institute shall be

at liberty to terminate the empanelment of an empanelled vendor(s)/ supplier(s) without any prior notice, and also reserves the right to claim the amount of loss incurred by the Institute, based on the available invoices submitted by that empanelled vendor(s)/supplier(s).

5.1 Arbitration:

- (i) If dispute or difference of any kind shall arise between NID MP and the vendor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- (ii) If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the sole arbitrator, to be appointed by the Director, NID, MP as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed thereunder. His/ her/ its decision will be final & binding on both the parties. The venue of arbitration shall be Bhopal, India.

5.2. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in Bhopal and all obligations hereunder shall be deemed to be located at the Bhopal and the Court within Bhopal will have jurisdiction to the exclusion of all other Courts.



Application Form for Empanelment of Vendors for Supply of Resources (Print & Electronic) To NID MP Library

S. N	Particulars	Yes/ No
1.	Name of Firm/ Vendor	
2.	Name & address of Proprietor/Managing Directors/Directors of the applicant firm	
3.	If partnership, Name and Address of Partners	
4.	Telephone Numbers	
a.)	Office	
c.)	Mobile	
c.)	E-mail Address	
d.)	Website	
5.	Are you member of the Good Office Committee (G.O.C.) {If Yes, attach a self-attested copy of the Membership Certificate}	
6.	Are you a Member of the Federation of Publisher's and Bookseller's Association of India (FPBI)? {If yes attach a self-attested copy of the Membership Certificate}	
7.	Are you a distributor/dealer/ stockiest/ exclusive/preferred Agent? If so tick mark the appropriate one's and attach the self-attested copy of authority letter (s) issued by the publishers in support of your claim	
8.	Year of starting of the firm with Registration Number/date----- (Self-attested copy to be enclosed)	
9.	PAN/TAN & GST No. (Self-attested copy of the certificate to be attached)	
10.	The vendor or their suppliers must not be blacklisted/suspended/debarred by any of the Govt. Department or Organization. A certificate in this regard	



राष्ट्रीय डिज़ाइन संस्थान
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	is to be submitted by the owner/Director's/Partners of the firm.	
11.	The supplier must attach a list of government institutions to which they have supplied books in the last three years along with proof	
12.	Average turnover of last three financial years minimum of Rs. 50 lakhs Audited financial statement or ITR Return of last three years: (Attached the copy of audited statements)	
13.	The vendor should have served with at least three libraries of educational Institutes/ Universities, institutions of National Importance such as NIDs, IITs, IIITs, NITs, IIMs and research institutions etc at least for three years. Empanelment letters should be attached as evidence for this purpose.	
14.	Any Other Information,(If vendor wish to furnish)	
	<u>DECLARATION</u>	
1.	I/we -----(Name of proprietors(s)/partners or shareholder) hereby declare that the information provided in this application form is true to the best of our knowledge and that we shall be bound by the acts duly constituted attorney.	
2.	I/we also hereby declare that all matters related to NID MP shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority.	
3.	Mr._____, whose signature are appearing below, is/are the authorized representative(s) of the firm.	
4.	I/We have read and understood all the "Terms and Condition" of NID MP as mentioned in this document and consciously agree to abide by them.	
	Signature:_____ (Authorized Signatory) Name : _____ Designation: _____	
	Stamp of the Applicant Firm	

*(Please Read The "Terms and Conditions" Carefully Before Filling the Form)