



IIM NAGPUR

भारतीय प्रबंध संस्थान नागपुर
Indian Institute of Management Nagpur

Reference No: IIMN/Library/2023-24/KOHA AMC

Inviting Quotations for Appointment of Agency for KOHA AMC (Annual Maintenance Contract)

Client

Chief Administrative Officer
Indian Institute of Management Nagpur
Plot No. 1, Sector 20, MIHAN (Non-SEZ),
Nagpur – 441108
Phone no. 0712-2870344, 07030937781



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General Information:

The sealed quotations, complete in all respects, should be submitted at the office of the Library, Indian Institute of Management Nagpur, Plot No. 1, Sector 20, MIHAN (Non-SEZ), Nagpur – 441108 by 15-April-2024 by 2.00 PM at the latest. The envelope should be superscripted with “**Quotation for KOHA AMC**”.

Important Instructions:

- ❖ Quotations received after the due date and time shall be rejected rightly.
- ❖ The institute shall not be responsible for any postal or transit delay.
- ❖ Incomplete quotations will be rejected straightway.
- ❖ Annexure-B technical bid & Annexure-C financial bid should be submitted separately in sealed envelopes.

Enclosure: Annexure-A: Terms & Conditions

Annexure-B: Technical Bid

Annexure-C: Financial Bid

Annexure-D: Proforma of Service Level Agreement



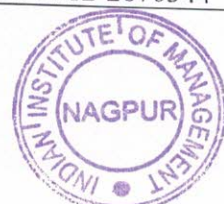


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Annexure-A: Terms & Conditions for KOHA Agency

Terms & Conditions for KOHA Agency		
Clause No.	Title	Description
1	Mode of Service	Online/Email/Remote-based services.
2	Contract Period	This contract will be valid for a period of one year from the date of final approval, and it may be further extended for a maximum of three years based on agency performance at the sole discretion of the Institute.
2	Prices	Prices quoted by the suppliers shall be fixed for three years. The net price/rates quoted must include all GST and other charges.
3	Technical Evaluation Criteria	<ol style="list-style-type: none">1) The agency must have an active service provider of IIMs, IITs, NITs, etc.2) The agency must submit at least three latest satisfactory reports from any IIMs, and/or IITs and/or NITs.3) PAN card and GSTN certificate. (A photocopy of the PAN card & GSTN certificate is to be enclosed).4) Affidavit (for proprietor firm) / copy of partnership deed (for partnership firm)/registration certificate of the firm (for Pvt. Ltd/Public Ltd. Co.) to be enclosed.5) Annual turnover of the last three financial years (FY 2022-23, FY 2022-21, FY 2020-21) enclose a self-attested photocopy).6) Bidder should not be blacklisted/debarred/denied bidding facilities by any Government Department / Public Sector Undertaking / Educational Institute in the last 3 (three) financial years. (Declaration in company letterhead to be submitted/uploaded).
4	Payment	The payment will be made in Indian currency only after submitting the invoice and other supporting documents.
5	Shortlisting	Quotations will be scrutinized by the Institute committee based on the technical qualifications and price bid.
6	Termination of Contract and Refund	The supplier should refund the amount on a proportionate/pro-rata basis if the Institute withdraws the contract.
7	TDS	TDS will be deducted as per Indian Tax Law.
8	Correspondence Address	All correspondence relating to the KOHA AMC shall be addressed to: Chief Administrative Officer, Indian Institute of Management Nagpur, Plot No. 1, Sector 20, MIHAN (Non-SEZ), Nagpur – 441108. Kind Aten: Library Contact No: 0712-2870344





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8	Right to Accept/Reject the Quotations	The designated committee of IIM Nagpur will scrutinize the quotations. IIM Nagpur authorities reserve the right to accept or reject any or all items of the quotations at any stage without assigning any reason. They do not bind themselves to accept the lowest quotation and reserve the right to reject any or all quotations without assigning any reason. The decision of the IIM Nagpur authorities on any dispute-related quotation shall be final and binding.
9	Legal and Dispute Settlement	While the purchaser and the vendor shall make every effort to resolve amicably by direct informal negotiation, even then in, any disagreement or dispute arising between them under or in connection with the contract shall be settled under the Court of Law within its Jurisdiction at Nagpur, Maharashtra. The resultant contract will be interpreted under Indian Laws.
10	Acceptance of Terms and Conditions of AMC Period	The selected agency shall sign the service level agreement of KOHA (Annexure-D). Any other condition the agency imposes on its own will not be valid.
11	Other Terms & Conditions	The following are the terms & conditions that should abide by the agency during the KOHA AMC period; 1) The scope of work includes a three-year comprehensive annual maintenance contract for KOHA software at a fixed price (renewable annually). 2) Comprehensive KOHA AMC includes preventive and corrective maintenance of KOHA software, including necessary plug-ins and supporting third-party applications and servers, without additional charges. 3) Data backup/ restoration support at regular intervals. 4) KOHA software management/rectification support includes all faults/malfunctions. 5) Resolving the reported issues within 24 hours. 6) KOHA software upgrade, including necessary plug-ins, supporting third-party applications upgrade with the latest stable version. 7) OPAC customization as per the institute's requirement. 8) Other modules (includes acquisition, circulation, serials, patrons, cataloguing, tools and reports, etc..) customization as per the institute's requirement.





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ANNEXURE-B

BIDDER DETAILS

“Inviting Quotations for Appointment of Agency for KOHA AMC (Annual Maintenance Contract).”

1. Name of the Firm

(a) Trade Name (in Block letters)

(b) Status of the bidder

(Proprietorship/Partnership/LLP/Limited Co.) (in Block letters)

(c) Name of Proprietor/Partners/CEO/Directors
(in Block letters)

2. Establishment Year (Enclose a self-attested photocopy of the company registration certificate)

3. Annual turnover of the last three years (i.e. FY 2020-21, FY 2021-22, FY 2022-23).
(Enclose a self-attested photocopy)

4. Postal Address

5. Telephone No.

6. E-mail address





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7. Minimum three references of the Libraries of reputed Govt. organizations (Preferably IIM, IIT, NIT) with whom you're currently working.

8. PAN (Enclose self-attested photocopy)

9. GSTN (Goods and Service Tax Network allotted by the Income Tax Department enclose self-attested photocopy)

10. No. of Employees Currently Working (Full Time/Part Time)
(Proof of employment of each consultant/staff should be enclosed)

11. Bidder should not be blacklisted/debarred/denied bidding facilities by any Government Department / Public Sector Undertaking / Educational Institute in the last 3 (three) financial years. (Declaration on company letterhead to be submitted/uploaded). _____

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this quotation invitation as stipulated in the tender reference no: IIMN/Library/2023-24/KOHA dated: 01-April-2024 accordingly. I/ we accept the terms and conditions.

Signature _____

Name of the Bidder _____

Date _____

Official seal of Bidder





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Annexure-C

Financial Bid

Sr. No.	Service Details	AMC Fee (A)	Applicable Taxes (B)	NET Cost (A+B=C)
1	KOHA AMC for 1st Year			
2	KOHA AMC for 2nd Year			
3	KOHA AMC for 3rd Year			

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this quotation invitation as stipulated in the tender reference no: IIMN/Library/2023-24/KOHA dated: 01-April-2024 accordingly; I/ we accept the terms and conditions and hereby offer the rates for "KOHA AMC" as per financial bid (Annexure -C).

Signature _____

Name of the Bidder _____

Date _____

Official seal of Bidder





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Annexure-D

PROFORMA

SERVICE LEVEL AGREEMENT WITH THE BIDDER

(To be executed On Non-Judicial Stamp Paper of the value of Rs. _____ within 3 Months of Acceptance Letter)

AGREEMENT

Articles of Agreement for "**Appointment of Agency for KOHA AMC (Annual Maintenance Contract)**" at the "Indian Institute of Management Nagpur" ("Agreement") is executed on the (Insert Present date) day of _____ Two Thousand and Twenty-Four,

Between

Indian Institute of Management Nagpur ("IIMN"), an Autonomous Institution established under the Ministry of Human Resource Development, Government of India having its office at Plot No. 1, Sector 20, MIHAN (Non-Sez) Nagpur - 441108, through its CAO (Chief Administrative Officer), (hereinafter called "IIMN", which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the **One Part**;

And

_____, an organization duly incorporated under the applicable laws of India and having its office

_____, represented by its Proprietor _____ hereinafter called the "Contractor" (Which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the **Other Part**.

IIMN and the Contractor shall be individually referred to as "**Party**" and jointly referred to as "**Parties**".

Whereas

IIMN has, through the tender dated _____, invited reputed bidders to execute the works in connection with "**Appointment of Agency for KOHA AMC (Annual Maintenance Contract)**."

- The Contractor, being the successful bidder, has been issued the Work Order dated _____ bearing number _____.
- IIMN and the Contractor agree to bind themselves on the terms and conditions hereinafter mutually agreed to.





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Hence, this Agreement is now made and entered into, and both the Parties agree as follows:

1. **Scope of Work:** The Scope of Work shall be as per the stipulations contained in the Work Order bearing number _____ dated _____, and the terms contained in the tender documents on “**Inviting Quotations for Appointment of Agency for KOHA AMC (Annual Maintenance Contract)**” dated _____. The approximate value of the project, as per the Work Order, is Rs _____ (Rupees _____ only), including applicable GST.
2. **Term: Time is the essence of the Contract.** The Contractor shall execute and fully complete all the works specified in the Work Order, i.e., within _____ from the date stipulated in the Work Order and the manner and under the terms, obligations and conditions set forth herein and in the said tender and Work Order.
Payment Terms: Considering this service provided under this contract, IIMN agrees to pay the successful Bidder in advance after submission of the invoice & duly signed service level agreement. The Bidder shall be responsible for payment of all applicable Taxes on the contract.
 - The bills submitted by the Bidder will be subject to validation as per the accounting and audit policies of IIMN.
 - IIMN shall pay such bills within thirty (30) days from receipt of the undisputed bill.**Payment terms: The prices quoted by the bidder shall include all applicable taxes, including GST. The employer will compensate for any variation in tax structure during the currency of the contract with the contractor.**
3. **Obligations of Contractor:**
 - a. The Contractor shall make all appropriate and reasonable efforts to complete the work at IIMN promptly and effectively to the satisfaction of IIMN.
 - b. The Contractor shall comply with all the Terms of this Agreement.
 - c. The Contractor shall be responsible for complying with all the applicable Laws, and IIMN shall not be held liable for any Contractor default in this regard.
 - d. The Contractor shall ensure that all employees, workers, consultants, etc., engaged under this Agreement at IIMN are its employees. The Contractor shall be solely responsible for payment and provision to those employees and personnel of salaries, wages, allowances and all applicable benefits such as EPF and ESI under the relevant law for the time being in force.
 - e. The Contractor shall complete the work to the satisfaction of IIMN as per the instructions of the authorized officer of IIMN.
4. **Insurance:** The Contractor shall provide adequate insurance coverage to his employees. The Contractor shall ensure that the said insurance includes all liabilities, covering material and building damage, workmen’s compensation, third-party liabilities, etc. The Contractor shall produce evidence of insurance coverage for all of the above before submitting invoices for payment. Such Insurance Policy shall be obtained from a reputed insurer and in the terms approved by IIMN; - OR - If the Contractor has a blanket insurance policy for all his Works and the policy covers all the items to be insured under this Agreement, the Contractor may assign such policy in favour of IIMN.





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5. **Indemnity:** The Contractor shall be responsible for any accident and all compensation payable to anybody, including contract labour employed by or out of the Agreement or arising out of and during the execution of this Agreement. IIMN shall not be responsible or liable for making any payment whatsoever, which is to be made by the Contractor. If, for any reason, IIMN is made liable to pay compensation for any accident arising out of and in the course of execution of this Agreement, the Contractor shall indemnify IIMN to the fullest extent of compensation awarded or ordered by any Authority.

In the event of the non-fulfilment in any respect of the said covenant's terms, obligations and conditions on the part of the Contractor, the Contractor shall pay IIMN all losses, damages, costs, charges and expenses, including legal expenses as IIMN may be directly or indirectly put to in consequence of such non-fulfilment by the Contractor.

6. **Confidentiality:** Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Agreement and all or any Confidential Information belonging to the other, like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Agreement, except to the extent that is already in public knowledge/domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Agreement and after that for a period of five years from the date of termination for whatever reason.
7. **Termination:** If the work is not carried out as prescribed in the Work Order, IIMN has the authority to terminate the Agreement/Contract as a whole at the risk and cost of the Contractor, with the prior notice of one month.

The Institute will be entitled to terminate the contract forthwith in the event of the contractor committing a breach of any of the terms and conditions stipulated in this schedule, and the decision of the Director is final and binding on the contractor.

The supplier should refund the amount on a proportionate/pro-rata basis above.

8. **Miscellaneous:**

- a. **Relationship of Parties:** Nothing contained in this Agreement shall be construed as creating a partnership between the Parties or as deeming either Party as an agent or representative of or employee of the other. Neither Party may act as the agent of the other Party or incur any liability on behalf of the other Party.
- b. **Assignment:** This Agreement shall not be assigned, sublicensed, sold, mortgaged, sub-contracted, or pledged to any other third person by the Contractor without the prior written consent of IIMN.
- c. **Publicity:** Both Parties shall be entitled to issue or make any press releases or other public announcements relating to this Agreement. However, all press releases or other public announcements relating to this Agreement must be approved in advance and written, in each instance, by both the Parties.
- d. **Notice:** All notices, including notice of address change, required to be sent hereunder shall be in writing and shall be deemed to have been delivered when mailed by first class mail or reputable courier service return receipt requested to the address stated





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in the first page of this Agreement. Electronic communications are admissible, provided these are sent with a delivery consideration receipt followed by a physical copy mailed as set forth above.

- e. **Severability:** If any provision of the Agreement is or becomes invalid or impracticable in whole or part, the validity of the other provisions of this Agreement shall not be affected thereby. The invalid provisions shall be replaced by valid provisions that come closest to the economic intention pursued by the Parties.
- f. **Amendments:** This Agreement may only be modified by mutual written consent signed by the authorized representatives of each Party.
- g. **Force Majeure:** No Party shall be in default under this Agreement because of its failure or delay in the performance of its obligation if such failure or delay is caused by acts of God, Government Laws and Regulations, Strikes/lock-outs at the venue, war, natural calamities or any other cause beyond its control and without its fault or negligence.

The Party claiming the relief under force majeure shall notify the other Party thereof without undue delay. Suppose the impediment continues for over three (3) months due to such causes. In that case, either party shall be entitled to terminate the Agreement by written notice to the other party without incurring any liability for breach of contract.

9. Service:

- a) The scope of work includes a three-year comprehensive annual maintenance contract for KOHA software at a fixed price (renewable annually).
- b) Comprehensive KOHA AMC includes preventive and corrective maintenance of KOHA software, including necessary plug-ins and supporting third-party applications and servers, without additional charges.
- c) Data backup/ restoration support at regular intervals.
- d) KOHA Software management/rectification support includes all faults/malfunctions.
- e) Resolving the reported issues within 24 hours.
- f) KOHA Software upgrade, including necessary plug-ins, supporting third-party applications upgrade with the latest stable version.
- g) OPAC customization as per the institute's requirement.
- h) Other modules (includes acquisition, circulation, serials, patrons, cataloguing, tools and reports, etc.) customization per the institute's requirement.

In witness, of which the said parties have hereunto set their hands.

For IIMN

For Contractor

Witnesses:

- 1.
- 2.



