

ANNEXURE- A
Format of covering Letter

(To be submitted by the Book Suppliers/Publishers along with the application form)

The Librarian,
Allama Iqbal Library,
University of Kashmir,

Sir/Madam,

Having studied the advertisement including the Annexures, I/we offer to arrange to supply the books required by the Allama Iqbal Library, Departmental Libraries and Satellite Campuses of the University of Kashmir in conformity with the said document. I/we enclose herewith the completed and duly signed the following documents:-

1. Application for empanelment of book suppliers.
2. Signed terms and conditions.
3. Documents with reference to point No 5,6,8,9,10,11,13,14,15,16--- of the Application.
4. Demand draft/Receipt of Rs.40,000/- (Rupees Forty thousand) towards Security deposit issued by-----Bank and payable to Librarian, Allama Iqbal Library.

OR

Receipt of Rs.40,000/- deposited in the Office of Allama Iqbal Library, University of Kashmir under Receipt No._____ dated_____

5. Demand Draft of Rs.1,000/- (Rupees two thousand) towards application fee issued by the-----Bank and payable to Librarian, Allama Iqbal Library.

OR

Receipt of Rs.1,000/- deposited in the Office of Allama Iqbal Library, University of Kashmir under Receipt No._____ dated_____

If my/our application is accepted, I/we undertake to supply/arrange to supply the books as ordered by you or other departments/campuses/centres of University of Kashmir in accordance with the terms and conditions specified in this document.

I/We understand that you are not bound to accept any application you may receive just bearing the minimum eligibility.

Duly authorised to Sign the letter for and on behalf of

(Name of the Supplier/Publisher)

Dated:

(Signature).

(In the capacity of-----)

ANNEXURE-B

ALLAMA IQBAL LIBRARY

ISO 9001:2015 Certified Library

UNIVERSITY OF KASHMIR

(NAAC Accredited "A" Grade University)

University Campus, Srinagar -190006

APPLICATION FOR EMPANELMENT OF BOOK SUPPLIERS/PUBLISHERS FOR YEAR 2019-20

{Note: Kindly go through the attached terms and conditions before filling the Application Form.}

1. **Name of the Firm/company.** -----
2. **Address of Head office.** -----
Branches -----
3. **Telephone No.** -----
Mobile No. -----
Fax No. -----
E-mail address. -----
Web site if any. -----
4. **Kind of Proprietorship.** -----
 - a) **If Limited concern, name of** -----
Directors and Managing -----
Director. -----
 - b) **If single owner, name and** -----
address of the proprietor. -----
 - c) **If partnership, name and** -----
Address of the partners. -----

5. Is your firm registered under:
- a) Under Indian companies -----
 Act,1956(Attach a certificate -----
 Of Registration and Articles -----
 Of Association) -----
- b) Indian /J&K partnership Act -----
 (Attach certificate of Registration -----
 Or copy of registered partnership -----
 Deed) -----
6. Are you a distributor/dealer/ -----
 Stockist/ Exclusive/ preferred -----
 Agent of the publisher. -----
 If, so , please submit the authority -----
 Letter from the publisher. -----
7. Are you publisher, If so, Please -----
 Mention the area of publication. -----
8. Are you a member of State/National -----
 Association of book suppliers, if so, -----
 Attach a copy of membership. -----
9. Whether Income Tax Payee, if so -----
 Attach Last three years income -----
 Tax returns. -----
10. General sales and Service Tax -----
 Registration details. Attach copy -----
 Of GST certificate. -----

- 11. Bankers details(A certificate** -----
Issued by the bankers be attached) -----
- a) **Bankers Name.** -----
b) **Address.** -----
c) **Account No.** -----
d) **IFSC Code.** -----
- 12. Reference of any other Library of** -----
National reputed organisations/ -----
Central university with whom -----
You are registered. -----
- 13. Have you supplied the** -----
Publications to the Library of -----
National repute in last three -----
Years, if so, attach a copy of the -----
Latest purchase order. -----
- 14. Annual Turnover of the firm** -----
With documentary evidence. -----
- 15. PAN card details of the Firm.** -----
(Attach a copy of PAN card of -----
the Firm.) -----
- 16. Aadhar card details of the Directors/** -----
Partners/ proprietors of the Firm. -----
(Attach a copy of Aadhar Card) -----

DECLARATION

I/We------(name of the Director, proprietor/partners or their authorised representative) do hereby declare that the entries made in this Application form are true and correct to the best of my/our knowledge and I/We shall be bound by the acts of duly constituted authority.

Mr.----- is the authorised representative of this firm who has signed this form and declaration on behalf of the Firm.

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

Date. / / 2019.

**Signature of the proprietor/partner
/director/or authorised representative
With Seal of the Firm.**

Biding Document for Empanelment of Book suppliers

1) Scope of Offer: -

- a) University of Kashmir intend to receive applications for empanelment of Book Suppliers for the year 2019-20 for supply of books at Allama Iqbal Library, departmental libraries and libraries of satellite campuses.
- b) The Empanelment will be valid for a period of one year from the issue of **“offer of empanelment order”** and may be extended for another year at the sole discretion of the Institute.
- c) The suppliers should offer maximum discount and specify it in Annexure-D against each Publisher and a **minimum discount of 20%** has been fixed by the University for all latest edition books (foreign as well as Indian titles), out of which 5% shall be paid by each supplier towards the Library Development Fund of Allama Iqbal Library.

2) Eligible Applicant(s): -

- a) The complete applications must be supported by a covering letter (Annexure-A), proforma for application (Annexure-B), signed and accepted terms and conditions (Annexure-C), discount details (Annexure-D) and other documents as specified in the application proforma with reference to points 5 to 16.
- b) Affidavit from the book supplier that its firm has not been blacklisted/debarred by any organization/university/institution.
- c) The applicant(s) should have provided similar kind of services for at least last five consecutive years in similar other Universities and Institutes. Certified copies of work-orders and successful supply certificates with reference to similar works from the customer(s) shall be submitted (at least from three institutions).
- d) The applicant(s) should have an up-to-date PAN card and/or GST certificate issued by the concerned department.
- e) The applicant should furnish documentary evidence (copies of tax clearance certificates) along with the bid.
- f) In absence of such requisite documents, the University Librarian reserves right to reject the bid without any reference to the bidder.
- g) The applicant should read all terms and conditions properly before submitting the application for empanelment. Lack of knowledge regarding terms and conditions shall not be accepted at any point of time and it shall be the sole responsibility of the applicant to acquaint himself/herself with all terms and conditions.
- h) The decision of the University authorities regarding empanelment shall be final and binding on all applicants.

GENERAL TERMS AND CONDITIONS

1. The vendor should be a member of the Federation of Publishers' and Booksellers' Association in India (FPBAI)/ Delhi State Booksellers' and Publishers' Association (DSBPA)/ other state Booksellers' and Publishers' Association / other registered federations.
2. Minimum 3 references of libraries of organizations with whom you are already registered and limited to: (e.g. IITs NITs, IIMs IISc, IISERs, Central Universities, State Universities, Law Universities, Private Universities.)
3. At any given point of time, if any of the documents furnished by the Vendors/Suppliers is found to be false, it would be deemed to be breach of terms of contract making the concerned firm liable for legal action besides termination of empanelment.
4. Incomplete or wrong information and canvassing in any form will lead to disqualification of the firm.
5. Any application received after due date shall be rejected.
6. The Vendor(s)/Distributors(s)/Library Supplier(s) short-listed for empanelment are required to agree to supply as per the University's 'Terms & Conditions'.
7. Vendors/Suppliers should provide details of the **maximum discount offered** for the supply of different categories of books. The discount offered will be compared with the minimum/ base level discount as mentioned in the **Financial Bid of the EOI Document**. The Institute will, finally, award the contract to those bidders/applicants who are meeting the criteria and orders will be placed on rational basis, keeping in view the percentage discount offered.
8. Where more than one vendor/supplier has been empaneled with same discount rate/s, orders may be alternatively placed or divided among them.
9. The supply order consists of publications as per the bibliographic details mentioned therein and all other components (CD's/DVD's etc.) which come bundled with the books should automatically be provided by the empaneled supplier.
10. Prices should be **as per publisher's invoice and latest catalogue**. Proof in support of the amount charged should be attached alongwith the bills. Price should be for Ex-site i.e. Allama Iqbal Library, departmental libraries and satellite campuses of the University of Kashmir.
11. FBIL (Financial Benchmarks India Pvt. Ltd.) conversion rates prevalent shall be considered for conversion. Allama Iqbal Library will follow the exchange rates taken from FBIL website. The FBIL currency conversion rate applicable within one month of the issue of purchase order date should only be followed and the conversion rate must be mentioned in the bills along with date. The supplier should submit necessary supporting document/s for conversion rate.
12. Intimation of ability/inability to supply: The Library must be intimated within 7 (seven) working days from the date of the issue of order, the ability/inability to supply the items (book titles), so that in case of latter, University of Kashmir may procure the material from an alternative source. If no such intimation is received within stipulated time, it will be considered that the firm has accepted the order.
13. Supplier must mention **Purchase order number** and **date** at the top of each individual bill.

14. The book supplier will have to give the following certificates on the bill(s):
- a) The price/amount has been correctly charged in accordance with the publisher's invoice and the publisher's catalogue.
 - b) In case of foreign edition(s), a certificate will be required stating that "Indian reprint/edition is not published"
 - c) When low price editions/paperback editions are not supplied, a certificate will be required stating that "no low price edition/paperback edition for the books (specified at S.No:.....) are available.
15. Delivery Schedule: Delivery should be within one (01) month for local and Indian Publications and 6-8 weeks for Foreign Publications from the date of Purchase Order. Extension can be given for importing the titles but no extension shall be given in January, February and March.
16. In case of vendor/supplier fails to supply the order or any part of the order within the stipulated time, the University reserves the right to cancel the order, forfeit the security deposit and place the empaneled vendor(s) in the blacklist category after providing an opportunity to represent their side. However, the decision of the competent authority of the Institute shall be final in all regards.
17. The books supplied should be in good condition without any defects and the supply should be properly bundled and packaged.
18. If a foreign title is exclusively distributed by any exclusive Indian distributor, then vendor must submit a letter from the publisher/authorized exclusive distributor stating the same and price of the book along with the invoice of the authorized exclusive distributor, as price proof.
19. All books must be supplied within the mentioned period, failing which, the order will automatically stand cancelled and no supply will be accepted against the orders after the expiry of the period.
20. **Any title supplied not in accordance with our order will not be accepted in any case.**
21. It will be mandatory for empaneled vendor/suppliers to supply ordered books within the stipulated period. In 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.
22. In the event of non-supply of any title the supplier will have to furnish cogent reasons for the same; such as for the following:
- a. Books out-of-print: confirmation letter from the Publisher in support **OR**
 - b. Books out-of-stock: from the Distributor **OR**
 - c. Print-on-demand: time required for supply with copy of response from the publisher/distributor as proof **OR**
 - d. Back-order books: time required for supply with copy of response from the publisher/distributor as proof **OR**
 - e. Market restriction proof
23. Foreign editions of the books are not to be supplied when an Indian edition/low priced edition has already been published. Only low priced latest Indian editions will be accepted wherever published.

24. The supplier will be required to provide "Publisher's Price Proof" along with the supply of books in support of the price not printed.
25. **The rejected/old/remaindered/mutilated books should be removed within fifteen (15) days by the suppliers at its own responsibility and cost. In case, such books are kept in Allama Iqbal Library, it shall be deemed that the supplier/publisher is not cooperating with the staff and Allama Iqbal Library shall not be responsible for the security/safe-keeping of such books. No communication shall be made in this regard by the library and the suppliers have to take care of such books themselves.**
26. Payments will be made only after inspection of the publication by the library or any other person authorized for the purpose.
27. Unless otherwise mentioned only, the latest edition of the publication should be supplied (evidence of the currency of the edition published by the publisher must be appended with the bill).
28. Pre-receipt bills are to be submitted in triplicate (03 copies) affixed with a revenue stamp on the original bill and all the duplicate copies should be signed/stamped by the authorized signatory.
29. The bill(s) is/are to be addressed in the name of Librarian, Allama Iqbal Library/Head of the concerned department/Director of the satellite campus as the case may be.
30. All entries in the bill should be typed or neatly hand written in the format acceptable to the library.
31. In case of publications belonging to short discount or no discount categories (Government/society publications), a separate certificate to this effect should be given with the bill and original invoice should be kept with the bill.
32. Suppliers found to have cheated by supplying old/remaindered books and defaulted in supplying books even on extended time limit without reasonable ground shall be liable for blacklisting, besides the forfeiture of security deposit.
33. No claim of insurance is admissible: Supply shall be affected either at transporter's risk or at supplier's risk.
34. The book supplier will provide the service to the faculty members for their intellectual requirement in their respective areas by providing the bibliographic details for new and other publications.
35. Penalty for delay: In case books are not delivered within the mentioned delivery schedule, then University of Kashmir reserves the right to impose penalty of 0.5% (half per cent) of the purchase order amount per week subject to a maximum of 5% (five per cent) of the value of order.
36. The empanelment of books supplier does not confer him/them any right to claim for the supply order from the Allama Iqbal Library/Department/Campus etc. of the University of Kashmir. The empanelment is simply registration with the University of Kashmir.
37. Black Listing of supplier: Supply volume must be at least 90% (ninety per cent) of the accepted order volume by the supplier, failing which University of Kashmir reserves the right to blacklist the supplier with due notice. However, books covered as mentioned at Clause-22 will be in favour of the supplier, provided proofs are furnished in support.

In the event of supply of below 90%, the matter of black listing and further delisting will be taken up with the University authorities.

38. University of Kashmir reserves the right to place / cancel / split the order amongst various suppliers without assigning any reason thereof. The University also reserves the right to cancel the supply order, if any of the above-mentioned clause(s) is breached by the supplier.
39. In case of any dispute or difference of any kind between the Library and the book supplier, in connection with or relating to empanelment or supply of books, the parties shall make every effort to resolve the same amicably by mutual consultation. However, in case the parties are unable to resolve the dispute by mutual understanding and consultation, the same shall be referred to the sole arbitrator, to be appointed by the Vice-Chancellor, University of Kashmir as per the provisions of J&K Arbitration and Conciliation Act, 1996 and the rules framed thereunder. The decision of the arbitrator shall be final and binding on the parties.
40. The jurisdiction of arbitration shall be the courts at Srinagar only.

Place:

Signature of Proprietor(s)/supplier

Dated:

with seal

University of Kashmir, Hazratbal Srinagar (J&K)

Financial Bid/Offer

Performa to be used for Financial Bid/offer for supply of Books (In sealed envelope-B)

1. Name of the Bidder/Applicant:
2. Address:
3. Tel. No./Mobile:
4. Fax No.:
5. E-Mail:
6. Discount Offered **more than 20%** Publisher-wise:

S.NO.	NAME OF PUBLISHER	Discount Offered %				
		Hard Bound	Paper Back	Foreign Edition	Indian Edition	Any other
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

Place:

Signature of Proprietor(s)/supplier

Dated:

with seal

Declaration/ Undertaking

**The University Librarian,
Allama Iqbal Library,
University of Kashmir**

Sir,

After examining /reviewing the documents for _____, including General and Standard Terms & conditions etc. the receipt of which is duly acknowledged, I(We) , the undersigned , is (are) pleased to offer our application for empanelment of books suppliers and execute the whole job of Supplying of Books and in conformity with the empanelment notice and EOI document.

I(we) confirm that this bid/offer of discount is valid for a period of One (01) year (and may be extended to another year) from the date of issuance of empanelment notice and it shall remain binding upon me/us and may be accepted by any time by or before the expiration of that period.

If my (our) application for empanelment is accepted, I (we) will provide security deposit of Rs.40,000/- within one week of issuance of empanelment order.

Until a final agreement is prepared and executed, the EOI (Expression of Interest) together with your written work-order thereof shall constitute the binding agreement between us.

I(We) understand that Bid Document is not exhaustive and, any action & activity not mentioned in Tender Document, but may be inferred to be included to meet the purpose of empanelment, and shall be deemed to be mentioned in Bid/offer/proposal Documents unless otherwise specifically excluded. I(we) confirm to perform for fulfilment of Agreement and completeness of the work in all respects within the time frame and agreed price and discount.

I(We) understand that any deviation/exception in any form may result in rejection of our application for empanelment as book supplier. I(We), therefore, certify that I(we) have not taken any exceptions/deviations anywhere in the application and I(we) agree that if any deviation/exception is mentioned or noticed, my/our bid/application may be rejected.

I(We) understand that you are not bound to accept the highest discount or any bid/offer that you may receive. I(We) understand that you believe in quality work/service.

Signature
Proprietor/ Partner / Representative
Of the firm with seal

Dated: _____