



ALLAMA IQBAL LIBRARY

(ISO 9001:2015 Certified Library)

UNIVERSITY OF KASHMIR

(NAAC Accredited "A+" Grade University)

Tender Ref. No: F-TENDER(AIL/KU/EOI/2023)

Dated: 27-10-2023

**EXPRESSION OF INTEREST (EOI) FOR
EMPANELMENT OF VENDORS /SUPPLIERS
FOR SUPPLY OF BOOKS
TO
ALLAMA IQBAL LIBRARY
UNIVERSITY OF KASHMIR**

Website:

<https://www.ail.uok.edu.in>

<https://kashmiruniversity.net/>

Email:

allamaiqballibrary@uok.edu.in

Address To:

University Librarian

Allama Iqbal Library

University of Kashmir

Hazratbal- Srinagar 190006 (UT of J&K)

Notice Inviting Tender (NIT) for Empanelment of Book Suppliers

For and on behalf of Competent Authority of the University of Kashmir, e-tenders are invited from reputed Publishers/Book Sellers/ Distributors/ Vendors to seek empanelment as authorized vendor for a period of **02 years** and may be extended to another year at the sole discretion of the Institute.

SCHEDULE OF TENDER

S. No.	Events	Date and Time
1.	Publishing Date of Tender Document	27.10.2023, at 04:00 p.m.
2.	Document/Tender Download Start Date	27.10.2023, at 04:30 p.m.
3.	Bid Submission Start Date	27.10.2023, at 05:00 p.m.
4.	Bid Submission Closing Date	08.11.2023, at 12:30 p.m.
5.	Last date for submission of Hard Copies	10.11.2023, at 04:00 p.m.
6.	Opening Date of Technical bids	13.11.2023, at 11:30 a.m.
7.	Earnest Money Deposit (EMD) <i>Drawn on any scheduled/ nationalized bank payable at Srinagar in favour of University Librarian, Allama Iqbal Library, University of Kashmir, Hazratbal, Srinagar-190006 (UT of J&K)-INDIA.</i>	Rs.40000 in the form of a Demand Draft
8.	Cost of Bid Document <i>Drawn on any scheduled/ nationalized bank payable at Srinagar in favour of University Librarian, Allama Iqbal Library, University of Kashmir, Hazratbal, Srinagar-190006 (UT of J&K)-INDIA.</i>	Rs.1000 (<i>non-refundable</i>) in the form of a Demand Draft/

Instructions:

- Besides online submission Interested Book sellers/Vendors/Distributors/Suppliers should submit the Technical Bid for EOI at the office of Allama Iqbal Library in a sealed cover super scribing the wordings “**EMPANELMENT FOR SUPPLY OF BOOKS**”
- The application and all the annexures should be signed by the authorized person and his full name and designation should be indicated below his signature along with the official seal of the firm.
- The bidders are requested to read the tender document carefully and ensure compliance with all instructions of the tender document.
- Incomplete and conditional applications shall be rejected.

Librarian

Biding Document for Empanelment of Book Suppliers

1. SCOPE OF OFFER:-

University of Kashmir intend to receive e-tenders/EoI for empanelment of Book Suppliers for a period of **two (02) years**, extendable by one more year subject to the approval of the competent authority, for supply of books in Allama Iqbal Library, departmental libraries and libraries of satellite campuses of the University of Kashmir.

2. ELIGIBILITY CRITERIA

- I. The vendor should be a member of the Federation of Publishers & Booksellers Association in India (FPBAI). Original Certificate is to be produced during evaluation of documents.
- II. The applicant(s) should have an up-to-date Registration certificate, Establishment Certificate as per Shops and Establishments Act of J&K and other similar registration acts of India.
- III. The applicants shall submit attested ITR return acknowledgements by Chartered Accountant (CA) of last three years, prominent commercial office/shop location details with GEO Tag
- IV. The applicant(s) should have an up-to-date PAN card issued by the concerned department.
- V. The bidder should have not been debarred/black listed/should have not been terminated /ceased without completing the entire duration of contract period by any Central/State Govt. Department, Public Sector Undertaking, Autonomous Bodies, Academic Institutions, CFTIs etc. during past five years from the last date of submission of bid and an affidavit duly notarized shall be submitted for the same.
- VI. No book supplier should have multiple firms with a single GSTIN number, bank account number, contact number or registration number for all firms, except for sole proprietorship in a single state or UT.
- VII. In absence of such requisite documents, the University Librarian reserves the right to reject the bid without any reference to the bidder.

3. BIDS PREPARATION AND SUBMISSION

- I. The applicants should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

- II. The applicants, in advance, should get ready the bid documents and demand drafts to be submitted as indicated in the tender document / schedule .
- III. The complete applications must be supported by a TENDER ACCEPTANCE LETTER, application form, signed and accepted terms and conditions, and other documents in the format as specified in the tender document.
- IV. Any application received after due date shall be rejected.
- V. 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.
- VI. The decision of the University authorities regarding empanelment shall be final and binding on all applicants

TERMS OF CONTRACT

1. The Empanelment will be valid for a period of 2 years from the issuance of **“offer of empanelment order”** and may be extended to another year at the sole discretion of the Institute.

2. The book suppliers after empanelment shall provide a uniform discount of 22% for all books in paper-back (Indian and Foreign editions) and 28% for hardbound books (Indian and Foreign editions) out of which 7% shall be diverted towards Library Development Fund in the form of Cash/Cheque except for Government publications/short discount books which are often sold on less or no discount (proper certificate from publishers/distributors to be produced by the supplier for such books).

3. It shall not be any binding on the university/library to issue supply orders to all book suppliers and empanelment means just registration with the university and does not entitle book suppliers to necessarily get supply orders. The responsibility and obligation to secure orders from various departments shall be the sole and exclusive responsibility of the empanelled book suppliers

4. The empanelment is simply registration with the University of Kashmir and the library shall not be held liable for any financial losses, damages, claims, or legal actions arising directly or indirectly from the non-receipt of orders by any empanelled book supplier, regardless of the cause or circumstance leading to such non-receipt.

5. Empanelled book suppliers shall acknowledge that the library’s role is limited to providing platform for empanelment and the library does not assume responsibility for the commercial success or sales of the empanelled book suppliers.

GENERAL TERMS AND CONDITIONS

1. 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.
2. Incomplete or wrong information and canvassing in any form will lead to disqualification of the firm.
3. The Vendor(s)/Distributors(s)/Library Supplier(s) short-listed for empanelment are required to agree to supply as per the University Terms & Conditions.
4. The supply order consists of publications as per the bibliographic details mentioned therein and all other components (CDs/DVD etc.) which come bundled with the books should automatically be provided by the empaneled supplier.
5. Prices should be **as per publisher& invoice/publisher's website and latest publisher's catalogue**. Price proofs 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. In case, any book supplied is without the price proof, the same shall be deleted from the invoice/bill.
6. For conversion of rates on account of supplies of foreign books, reference of Reserve Bank of India exchange rates shall be considered for conversion of USD and other major currencies into INR. In case the RBI rates are not available, the last confirmed rates of RBI shall be applicable.
7. **Intimation of ability/inability to supply:** The Library must be intimated within 07 (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 and no excuse on part of supplier shall be entertained beyond seven days.
8. It will be mandatory for empanelled book vendors/suppliers to supply ordered books within the stipulated time period. In case of titles that are not supplied within time, a certificate of non-availability of those titles in the market from the publisher/distributor/Stockiest should be furnished within the due date of supply.
9. Supplier must mention **Purchase Order Number and Date** at the top of each individual bill.
10. 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& invoice and the publisher& catalogue or publisher's website (price proof).
 - 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 from the publisher will be required stating that no low-price edition/paperback edition for the books (specified at S.No.) are available.
11. **Delivery Schedule:** Delivery should be within 21 days for local and Indian Publications and within 45 days 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.
12. 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 empanelled 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.
13. The books supplied should be in good condition without any defects and the supply should be properly bundled and packaged and bad condition books shall be returned to the supplier back at any time before making payment.
 14. 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.
 15. 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 of supply and it will be considered as failure in supply.
 16. **Any title supplied not in accordance with our order will not be accepted in any case.**
 17. It will be mandatory for empanelled vendors/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& distributor/stockiest should be furnished within the due date of supply.
 18. 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
 19. 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 editions will be accepted, wherever published.
 20. The supplier will be required to provide Publisher Price Proof along with the supply of books in support of the price not printed.
 21. **The rejected/old/remaindered/mutilated books should be removed within fifteen (15) days by the suppliers at their 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.**
 22. Payments will be made only after inspection of the publication by the library or any other person authorized for the purpose.
 23. 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).
 24. 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.
 25. 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.

26. All entries in the bill should be typed or neatly hand written in the format acceptable to the library.
27. 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.
28. **No claim of insurance is admissible:** Supply shall be affected either at transporter& risk or at supplier's risk.
29. The book suppliers 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.
30. **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.
31. 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.
32. **Black Listing of supplier:** Supply volume must be at least 75% (seventy-five 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-18 will be in favour of the supplier, provided proofs are furnished in support. In the event of supply position of below 75%, it will be treated as non-satisfactory performance and the matter of penalty/ black listing and further delisting will be taken up with the University authorities.
33. In order to ensure the sanctity and ethics in the university, the overall behavior of the suppliers towards the employees of university has to be very polite and well mannered. In case, any misconduct on part of any supplier is observed, the supplier shall be liable to be blacklisted and his/her security deposit shall be forfeited immediately.
34. In case of any inconvenience or damage caused to the department or non-fulfilment of the requirement of the students due to the non-supply of books, the security deposit shall be quashed in such cases and the repayment amount shall be deducted from the security deposit of the book supplier. The amount in excess of the security deposit to be paid by the supplier shall be recovered from the book supplier by any means available to the university (both formal and legal).
35. 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/are breached by the book suppliers.
36. 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, if 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, 1997 and other such allied provisions as applicable to the UT of J&K and the rules framed thereunder. The decision of the arbitrator shall be final and binding on the parties.
37. The jurisdiction of arbitration shall be the courts at Srinagar only.

ONLINE BIDS SUBMISSION:

The Online bids (complete in all respect) must be uploaded online in single cover as explained below:

COVER – 1 (TECHNICAL BID)			
Sr. No.	Documents	Content	File Types
1.	Technical Bid	Technical Bid As per Annexure - I	S I N G L E P D F
1.		Proof of Tender Document Fee and EMD.	
2.		All Supporting Documents as per Annexure- I	
3.		Tender Acceptance Letter as per Annexure-II	
4.		Application form Annexure- III .	
5.		Proof of membership of the Federation of Publishers and Booksellers Association of India (FPBAI).	
6.		Recent authorization certificate from reputed publisher for authorized distributor / dealer/ supplier of the publishers.	
7.		Copy of Permanent Account Number (PAN) in the name of the firm, if not proprietorship firm.	
8.		Aadhar card	
9.		Duly signed certificate (with membership number) from Chartered Accountant (CA) clearly showing ITR returns of last 03 years	S I N G L E P D F
10.		Copy of profit loss statement/ balance sheet/ income tax return of Last Three Financial Years.	
11.		Affidavit about Non Black Listing	
12.	All other documents, as required in terms of the tender, to claim eligibility.		

✓ **The bidder should upload the SINGLE PDF file from S.No. 01 to 08**

&

upload SINGLE PDF file from S.No. 9 to 12

(TECHNICAL BID)

(To be submitted on the letterhead of the bidder)

Tender for : SUPPLY OF BOOKS TO ALLAMA IQBAL LIBRARY UNIVERSITY OF KASHMIR	
Tender Ref. NO: F-TENDER(AIL/KU/EOI/2023)	
Name of the Bidder:	
Correspondence Address:	
Tel/Mob No.:	
Email Id:	
Contact Person Name:	
Mobile No (Contact Person):	

Copies of all supporting documents duly signed and stamped by the bidder in support of below particulars must be attached/uploaded along with this checklist

S.No	Particulars	Compliance (Y/N)	If Submitted Mention page no		Remarks
			From	To	
1.	EMD				
2.	Document Fee				
3.	Tender Acceptance Letter as per Annexure-II				
4.	Application form Annexure-III.				
5.	Proof of membership of the Federation of Publishers and Booksellers Association of India (FPBAI).				
6.	Recent authorization certificate from reputed publisher for authorized distributor / dealer/ supplier of the publishers.				
7.	Copy of Permanent Account Number (PAN) in the name of the firm, if not proprietorship firm.				
8.	Affidavit about Non Black Listing				
9.	Aadhar card				

TENDER ACCEPTANCE LETTER*(On the letter head of the Book Suppliers / Publishers)***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 arrange the supply of books required by the Allama Iqbal Library, Departmental Libraries and Satellite Campuses of the University of Kashmir in conformity with the Tender Document.

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, 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 discount.

I/(We) understand that any deviation/exception in any form may result in rejection of the 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.

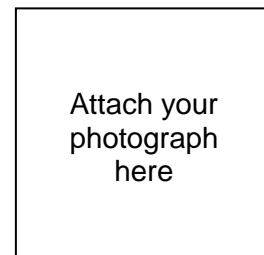
I/(We) understand that Allama Iqbal Library is not bound to accept any application it may receive just bearing the minimum eligibility.

Signature

Proprietor/ Partner / Representative
Of the firm with seal

Dated: _____

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 2023-24

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

1. Name of the Firm/Company /Supplier _____
2. Name of the Owner/proprietor _____
3. Address of Head office/branches _____
4. Telephone No. _____
Mobile No. (Active) _____
Fax No. _____
E-mail address _____
Web site if any _____
5. 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 _____
6. Is your firm registered under:
 - a) Under Indian companies _____
Act,1956 (Attach certificate - Of Registration and Articles - Of Association)
 - b) Indian /J&K partnership Act (Attach certificate of Registration Or copy of registered partnership Deed) _____
7. Are you a distributor/dealer/ Stockist/ Exclusive/ preferred Agent of the publisher? Yes ___ / No___
If so, please submit the authority Letter from the publisher.
8. Are you publisher, Yes ___ No ___

- If so, please mention the area(s) of publication _____
9. Are you a member of State/National Association of book suppliers, if so, Attach a copy of membership. _____
10. Bankers details(Certificate Issued by the bankers be attached)
- a) Bankers Name _____
- b) Address _____
- c) Account No _____
- d) IFSC Code _____
11. Reference of any other Library of National reputed organizations/ Central University with whom You are registered _____
(Optional)
12. Have you supplied the Publications to the Library of National repute in last five Years, if so, attach a copy of the Latest purchase orders _____
13. PAN card details of the Firm.
(Attach a copy of PAN card of the Firm.) _____
14. Aadhar card details of the Directors/ Partners/ proprietors of the Firm.
(Attach/upload 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.

Dated _____

Signature of the proprietor/partner
/director/or authorized representative
With Seal of the Firm