

## **Annexure 1**

### **Standard Prevalent terms for Vendors for supplying the Print Books and Print Journals through Empanelment Methods.**

#### **(Eligibility Criteria for Empanelment):**

1. The vendor (s)/distributor (s)/ Supplier (s) should submit Permanent Account No (PAN) issued by the Income Tax Department.
2. Copy of registration (trade licence) / incorporation certificate of the firm, must attach with the application form.
3. The vendor should be a registered member of national/ state trade federations like FPBAI, DSBPA etc. Copy of Registration certificate must be enclosed with the application.
4. The vendor should have satisfactorily supplied books to any 3 Government Universities Central/State or Institutes of national repute of Central Government in current or last two financial years (satisfactory supply certificates along with relevant order copies should be attached).
5. The vendor shall supply all the purchase order (s) issued by the Central Library, Aliah University within the specified period. If the supply is not received within a stipulated time the University reserves the right to cancel either purchase order (s) or part of it.
6. The vendor shall supply books to the library Free on Board Destination inclusive of postages, packing and forwarding charges.
7. The vendor must have 03 foreign currency credit accounts with publishers. (Attach supporting document).
8. The vendor is required to submit a DD of Rs.2,000/- (non-refundable) as registration fees in the Favor of “Registrar, Aliah University, Kolkata.
9. The vendor should submit their license of import/Export Code (IEC certificate issued by Ministry of Commerce, GoI.
10. The vendor should have a minimum average annual turnover of Rs. 50 Lakhs in the last three (3) consecutive financial years (C.A. Certificate should be attached).
11. The vendor should enclose ITRs for last 3 Assessment years along with photocopy of P/L and Balance Sheet duly certified by Chartered Accountant.
12. Security Deposit: The vendors have to deposit Rs 1, 00,000/- (One lakh only) for empanelment after gets enlisted. The Security Money of vendors will kept as security deposit with the Bank for the period of empanelment. Once empanelment period is over/discontinue the amount shall be returned without any interest. The money will be forfeited if a vendor does not supply the 80% of the accepted order.
13. The vendor should not be ever been debarred / blacklisted for doing business from any Government Organization. Please furnish an affidavit raised on non – judicial stamp paper of Rs. 100 (Rupees hundred only).
14. The University will not make any advance payment to the vendor for the order (s) made by the university. The payment shall be released by the university against the invoices (s) received from the vendor after having received the books(s) in good condition and it shall be in accordance with the university norms of payment.

15. 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 blacklisted by the university.
16. The university may empanel more than one vendor and shall be free to purchase books(s)/ journals from any one or more of them from publishers. However, the act of empanelment shall not prohibit the Aliah University of its Rights to purchase books directly without routing thorough the empanelled vendors. The Aliah University decisions in all the matters related to procurement of printed books shall be final and binding in all concerned.
17. The Aliah University is not bound to accept all the qualified bidders and reserves the right to accept or reject any or all the proposals without assigning any reasons thereof.
18. The Vendor(s) should have experience for at least 05 (Five) years of supply of print books and journals to the higher learning academic institutions (Attach supporting document).
19. The university reserves the right to reject any applications without assigning any reason in the academic interest of the university.
20. The university reserves the right to remove any such vendor from the empanelment list along with forfeiture of performance security, if the services provided by the vendor are found to be unsatisfactory, or if the information provided for empanelment is found to be false or fabricated.
21. At any given point of time, if any of the document furnished by the vendor(s) is found to be false it would deemed to be breach of terms of contract making the form concerned liable for legal action besides termination of empanelment.
22. In case a vendor (s)/ supplier(s)/ distributor(s) fails to supply the ordered books(s) on quoted discount rates, that form will be blacklisted and no further order(s) would be placed on it.
23. The Supplier (s) /vendor(s) must have regional office at Kolkata or West Bengal.
24. Conditional tenders are liable to be rejected.
25. **Purchase order:**
  - a) Supply of books has to be made strictly against the purchase order only.
  - b) Sending an acknowledgment of the recipient of purchase order, which is taken as an acceptance of the purchase order, is mandatory.
  - c) Any clarification/ query regarding the purchase order should be sought from the librarian within five days of the order.
26. **Time frame of supply**
  - a) 30 days (maximum for Indian titles published in India/ Foreign titles (if available in India)
  - b) 45 days for foreign titles (if not available for in India, imported books).
  - c) If the requested title(s) if OFP (Out of print) or POD (Print on Demand), Sufficient documentary proof should accompany the communication seeking any extra time for the supply.

- d) In case of titles that are not supplied, a certificate of non-availability of those titles in the market from the publishers/stockist should be furnished with in the due date of supply.
- e) 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 seeking an additional required time to supply the same.
- f) The supply should be free of freight charges.
- g) Supply of books is made by in person only. Books sent via V.P.P. & Train will not be accepted.
- h) Every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in supply, their quantity and price.
- i) If the provided reason for delay is justified with adequate proof e.g., communication from publisher/publisher's distributor or stockiest, the librarian/In – Charge may consider extending the supply time as may deem fit. However, this should not exceed 30 days from the original supply due date.

**27. Conditions for cancellations of the released purchase orders**

- j) If the empanelled vendor(S) to whom the order has been placed fails to supply the entire order or any part of the order within the stipulated time, without sending any written communication to the library regarding delay or its (their) inability to supply the ordered title(S), then library may purchase the ordered book from the open market and the dealer will have to bear the difference of discount on account of purchase from the open market, which would be deducted from his pending bills. If the empanelled vendor repeatedly fails to supply the ordered books, his name may be struck off from the panel. The panel will be initially valid for a period of two years.
- k) Thereafter, the Institute reserves the right to cancel the order and place the empanelled vendor(s) in its black list after providing them an opportunity to represent their side.
- l) The decision of accepting supply of cancelled 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.

**28. Edition specifications**

- a) Latest editions of books must be supplied.
- b) By default, paperback editions of books must be supplied.
- c) By default, Indian editions of books must be supplied.
- d) In case of unavailability of paperback and Indian editions, supply of the available editions in lieu of the default is accepted.
- e) The supplier should certify on the bills that only latest editions have been supplied and they are not remaindered titles.

**29. Invoicing procedure:**

- a) The Invoice should bear the firm's IT PAN , GST.
- b) Pre – receipted invoice(s)/bill(s) are to be submitted in 04 sets (4 copies).
- c) A revenue stamp should be affixed on the original bill and should be signed by authorized signatory.
- d) Invoice should be raised in favour of The Registrar, Aliah University, West Bengal and submitted to library only.

- e) One invoice should be raised against one purchase order (P.O.) only. Titles from different P.O.s should not be combined and supplied under one invoice.
- f) Library may take approx 90 days from the date of the ordered Book(s) received for final payment to the vendors/suppliers.
- g) Mandatory enclosures with Invoice
- h) For price verification book seller shall generally produce the publisher's invoice under which he purchased the book. A copy of publisher's/distributor's invoice/copy of printed catalogue of the order period may be also accepted if above is not applicable.
- i) Every price proof should contain seal and authorized signature of the vendor.
- j) Proof of Good Offices Committee (GOC) exchange rates having prices in foreign currencies as on the date/month of invoice for the remittance.

### **30. Subscription of Print Journals**

- a) Supply of periodicals at current catalogue prices.
- b) Sign an Agreement with the vendors in case of Foreign Journals
- c) Proof of GOC exchange rates having prices in foreign currencies as on the date/month of invoice for the remittance journal subscriptions
- d) Certificates on bills: prices have been correctly charged in accordance with the publisher's latest catalogue.
- e) Library should not subscribe journals against 'personal subscriptions'. However, Journals received against Institutional membership are acceptable.
- f) Journal subscription payments: The payment towards the journal subscriptions could be made (a) directly to the publisher or (b) through the subscription agent(s)/vendor(s).
- g) In case of payment through the subscription agent(s)/vendor(s) following options are available:
- h) All subscriptions should be made through the Library only and the amount paid to the publishers/vendors by the vendors against firm orders after receiving one of the following documentary proofs:
- i) After direct confirmation from publishers/vendors that the journals are subscribed in the name of the University
- j) Proof for remittance: (i) Invoice/Bill in duplicate should be provided by the publisher/vendor (ii) publishers' Renewal Letter/Notice mentioning the subscription price/cost (e.g. Indian journals) (iii) Even print out from the publishers'/journal's official website can also be considered wherein the proper invoice/bill etc. not received by the publisher/s. (iv) a copy of the letter sent to the publisher giving details of the journals for which remittance has been made and (v) copy of demand Draft issued by bank attested by the bank or a letter from the bank giving details of remittance (if the payment is made by foreign currency draft obtained from the bank)
- k) Publisher's acknowledgement of receipt of payment or letter from bank as a proof regarding the final remittance to the publisher (if the payment is made from vendor's foreign currency account).
- l) **Missing Issues:** Replace the missing issues or publishers certified and produced copy or extend the subscription period equivalent to corresponding period or refund either in the form of credit note or Demand Draft or Cheque.

- m) **Claims:** Missing issues/delayed supply of the journal issues can be claimed on quarterly basis.

**21) Termination of empanelment:**

Vendor's empanelment may be terminated/dropped/black-listed from the panel of suppliers at the occurrence of any of the following event:

- a) In case of breach of any terms of agreement, or unsatisfactory/inefficient working on the part of the vendor.
- b) If at any time, found that the information provided by the empanelment vendor in any form about publications, services related matters are in corrected and result in losses in any form to the University.

**22) Other Term and Conditions:**

- a) The institute reverses the right to change or modify or amend or substitute any clause(s) in the Other "Term and Conditions", if required, at any time:
- b) No vendor shall have the sole right to supply books/publications notwithstanding at discount rates so decided, at the Aliah University shall have the right to procure books/publications on higher discount rates.
- c) The library may invite empanelled vendors for small book exhibitions at regular interval of time.
- d) Number of vendors/suppliers/publishers etc. for empanelment will be fixed by Aliah University.
- e) All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of Hon'ble Vice Chancellor, Aliah University or Registrar. The decision of the arbitration shall be final & binding on both the parties. The empanelment will be interpreted under Indian laws and disputes adjustable within the jurisdiction of court of law at Kolkata only.

**Annexure-2**

**(Application Form for Empanelment as Books Vendor)**

**To,  
The Registrar,  
Aliah University  
II-A/27, Action Area II, Newtown,  
Kolkata  
West Bengal 700160**

**Sir,**

In response to your advertisement for empanelment of vendors for supply of books to Aliah University Library, please find my/our filled application form along with the application fee.

1. Name of Vendor/ Firm: \_\_\_\_\_
2. Name of Proprietor: \_\_\_\_\_
3. Address \_\_\_\_\_
4. Email address: \_\_\_\_\_ .Mob: No. Of contact Person (s) \_\_\_\_\_
5. Regional Office at Kolkata (attach Proof) \_\_\_\_\_
6. Year of Establishment of Firm: \_\_\_\_\_
7. Permanent Account No.: \_\_\_\_\_  
(Attach Copy of PAN No.)
8. Registration No. of FPBAI/DSBPA etc. \_\_\_\_\_
9. Trade Licence/ Incorporation Certificate of firm (attaché copy) \_\_\_\_\_  
(Please enclose a copy of the Registration Certificate.)
10. Do you have foreign currency credit accounts with publishers. \_\_\_\_\_?  
(If yes, please attach a copy of the same)
11. Do you have satisfactorily supplied books to any 3 Government Universities-  
Central/State or Institutes of national repute of Central Government in current or last  
2 financial years? If yes, the copies of the purchase orders and satisfactory  
performance certificates should be attached.
  - a)
  - b)
  - c)
- 12. Annual Turnover of the firm for the last 3 consecutive financial years (attach proof):**
  - a) 2017-18
  - b) 2016-17
  - c) 215-16Total:  
Average:

13. Whether you are income tax payers? If so, attach a copy of the Income tax return (ITRs) filed for last three (03) consecutive years along with photocopy of P/L and Balance Sheet duly certified by Chartered Accountant.
14. Order copy and satisfactory supply certificate of a single highest value order for supply of print books to any Central/State University or Institute of national repute of Central Government in last 2 financial years or current financial year should be attached. Please mention the value of the single highest order.....
15. Are you a distributor/ dealer/ stockist/exclusive preferred agent of the publishers? If so, please submit the most recent authority letters issued by the publishers.
16. Details of the DD Rs 2,000/- (Rupees Two Thousand only), as a registration fee of empanelment (non-refundable) drawn from any nationalised Bank favouring "Registrar, Aliah University, Payable at Kolkata.  
Demand Draft No.....  
Date.....  
For Rs.....  
Drawn on .....
17. Have your firm ever been debarred/ blacklisted for doing business from any government organization? If no, please furnish an affidavit raised on non-judicial stamp papers of Rs. 100/- (Rupees One Hundred only).

**Declaration**

**I/We do hereby declare that entries made in the application in this form are true to the best of my/our knowledge and belief. Further the above terms and condition are acceptable to me/us in letter and spirit.**

Date:

Place:

Signature of Vendor/Proprietor

Stamp of the Firm



## ALIAH UNIVERSITY

### Central Library

II-A/27, Action Area II, New Town, Kolkata , West Bengal - 700 160  
Email: library@aliah.ac.in

---

#### INSTRUCTIONS TO BOOK SUPPLIER

1. Please go through the Eligibility Criteria for Empanelment for supply of print books to the Aliah University, Kolkata Library before filling the application form.
2. Interested book suppliers/distributors/vendors should submit application in envelope super-scribing “Application for Empanelment of book suppliers for supply of print books to the Central Library”.
3. Application will be addressed to “Aliah University Library, II-A/27, Action Area II, Newtown, Kolkata-700 160”.
4. The sealed cover should reach in the institute library by any mode i.e. Speed Post or Registered Post or Courier or by Hand latest by 30.01.2019 (5.00 pm).
5. The application should be signed by authorized person on every page with official seal of the agency/firm.
6. Incomplete application forms, application forms not filled properly or received after the due date and time will not be entertained. The decision of the Aliah University in this regard shall be final and binding upon the suppliers.
7. At any point of time if any of the documents furnished by the book supplier is found to be false it would be deemed as breach of term of contract and the firm shall be liable for legal action besides termination of empanelment.

**Registrar**