



**SARDAR PATEL UNIVERSITY OF POLICE, SECURITY & CRIMINAL JUSTICE**  
(Established Under State Legislative Assembly Act of Govt. of Rajasthan)  
Mathania Road, Daizer, Jodhpur-342304, Rajasthan

**Empanelment of Vendors for Supply of Books (Print & Electronic) to  
Sardar Patel University of Police, Security and Criminal Justice, Jodhpur, Library**

Ref. no. SPUP/LIB/2014-15/

Date: 22/05/2014

Sardar Patel University of Police, Security and Criminal Justice, Jodhpur invites open offer of interest for "Empanelment of Vendors for the Supply of Books (Print & Electronic)" on prescribed format from reputed vendors/distributors/library suppliers in India, to SPUP, Jodhpur Library.

This empanelment will be valid initially for one year and may be extendable upto two more years (till 2016), at the sole discretion of the University.

Interested vendors/distributors/library suppliers may submit the applications along with one copy each of the requisite documents to the Registrar, Sardar Patel University of Police, Security and Criminal Justice, Daijer, Jodhpur - 342 304".

**Last Date for Submission of Applications: 2.00 pm on 07<sup>th</sup> June, 2014,**

**Date and time of opening Bid: 1.00 pm on 10<sup>th</sup> June, 2014,**

Instructions for applicants, detailed terms and conditions, application proforma are as follows:

**Instructions for applicants:**

- Interested vendors/distributors/library suppliers should submit application form in sealed envelopes superscribing – Application for Empanelment for the supply of Books (Print & Electronic) to Registrar, SPUP, Jodhpur.
- The application should be signed by an authorized signatory of the vendor(s) bearing his/her full name and status, clearly indicated below the signature along with the official seal of the firm.
- Incomplete and conditional applications will not be considered.
- 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 a breach of terms of contract making the firm concerned liable for legal action besides termination of empanelment.
- 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 black-listed by the University.
- The received application(s) after the due date and time will not be considered.

- The applications will be scrutinized and shortlisted for empanelment by a Committee. This Committee will be constituted by the competent authorities of the University. The shortlisted vendors will be informed by email and/or by regular post for further procedure, as required.
- The short-listed vendor(s)/distributors(s)/library supplier(s) for empanelment are required to agree to supply as per the University's "Terms & Conditions for Supply of Books (Print & Electronic)" as stipulated hereunder.

The empanelment for supply of books (print & electronic) will be governed by the following "Terms and Conditions"\*.

### 1. **General**

- (i) The Registrar, SPUP, Jodhpur reserves the right to approve or reject any or all the vendors, whose decision will be final in all cases in respect of acceptance/rejection/arbitration.
- (ii) SPUP, Jodhpur does not bind itself to not to add to its approved list of vendors or to place the purchase order to any of the vendor.

### 2. **Enquiry on availability of books**

- (i) The library will place an enquiry with all the empanelled vendors for the required titles and number of copies of each thereof, by email.
- (ii) As per the provided list of books or other materials, the empanelled vendors have to respond within three (03) days, only by email with the following details:
  - Number of copies available;
  - Unit price (in original currency);
  - Discount offered (please refer to point no. 6);
  - Shipping time;
  - Validity of the quoted price(s), etc.

A proforma for the same will be provided to the empanelled vendors.

### 3. **Purchase Orders**

- (i) The library will place purchase orders with the empanelled vendor(s) offering the lowest price and/or the highest discount, as applicable, for the available latest/Indian edition.
- (ii) If two or more empanelled vendors offer the same discount and/or the lowest price, an approximate equal distribution of the purchase order(s) will be made among them.
- (iii) Supply of books has to be made strictly against the purchase orders only.

- (iv) Sending an acknowledgment of the receipt of purchase order, which is taken as an acceptance of the purchase order, is mandatory, preferably by email.
- (v) Any clarification/query regarding the purchase order should be sought from the Library within five (05) days of receipt of the order.

#### **4. Time-frame for supply**

- (i) 20 days (maximum) - for Indian/Foreign titles (if available in India).
- (ii) 45 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 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 seeking an additional required time to supply the same, at least, seven (07) working days before the supply due date.
- (vi) If the provided reason for delay is justified with adequate proof e.g., communication from publisher/publisher's distributor or stockiest, the librarian may consider extending the supply time as may deem fit. However, this should not exceed five (05) weeks from the original supply due date.
- (vii) The supply should be free of freight charges.
- (viii) If the supply is made through Railway Parcel, in that case the freight must be pre-paid.
- (ix) If the supply is made by post, the books should be sent per registered post/parcel or courier, whose charges will be borne by the supplier. Books sent via V.P.P. will not be accepted.
- (x) Every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in supply, their quantity and price.

#### **5. Conditions for cancellations of the released purchase orders**

- (i) 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 the empanelled vendor(s) will be charged with liquidated damages at the rate of 1% to 5% (maximum) of the value of the order not fulfilled, per week, upto five weeks.

- (ii) Thereafter, the University 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.
- (iii) The decision of accepting supply of cancelled titles is at the sole discretion of the University and the decision of the competent authority of the University shall be final in this regard.

#### 6. Edition specifications

- (i) Latest editions of books must be supplied.
- (ii) By default, paperback editions of books should be supplied.
- (iii) By default, Indian editions of books should be supplied.
- (iv) 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.

#### 7. Discount: The following discount threshold pattern should be followed:

<b>All books</b> (except reference sources viz., handbooks, dictionaries and encyclopaedias etc.)	Not less than 20%
All Books - More than 4 copies	Not less than 25%
Textbooks	Not less than 25%
<b>Reference material</b> viz., handbooks, dictionaries and encyclopaedias etc.	Not less than 25%
Government publications & Short discount titles	As may be applicable.

In case if any textbook title or regular title does not attract even the minimum discount as specified in the above table, the reason may be explained while quoting for it.

#### 8. Invoicing procedure and Conversion Rates

- (i) The Invoice should bear the firm's IT PAN.

- (ii) Pre-receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies).
- (iii) A revenue stamp should be affixed on the original bill and should be signed by authorized signatory.
- (iv) Invoice should be raised in favour of Registrar, Sardar Patel University of Police, Security and Criminal Justice, Daijer, Jodhpur-342304.
- (v) 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.
- (vi) The prices in the invoice should be indicated in original currencies.
- (vii) Reserve Bank of India (RBI) currency conversion rates as applicable on the date of P.O. / date of the invoice should only be followed, and should also be clearly indicated on the invoice.

**9. Undertaking: Every invoice should certify the following**

- (i) The prices charged in this invoice are the actual, current publisher's prices as billed to us; and are true and correct.
- (ii) The prices charged are as per the publisher's invoice (publishers/importers/distributors) and latest catalogue.
- (iii) The latest editions have been supplied, and they are not remaindered titles.
- (iv) The books supplied against this order have been checked against defects in collation, binding, and condition of accompanying material viz., CDs etc., and for other physical conditions. If any defects are detected later, the defective books/CDs shall be replaced free of cost, at the destination of supply.

**10. Mandatory enclosures with Invoice**

- (i) A copy of publisher's/ distributor's invoice/copy of printed catalogue of the order period, as a price proof.
- (ii) A currency conversion proof with date.
- (iii) Every price proof and currency conversion proof should contain seal and authorized signature of the vendor.

**11. Termination of empanelment:** A vendor's empanelment may be terminated/dropped/black-listed from the panel of suppliers at the occurrence of any of the following event:

- (i) The University 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 University, based on the available invoices submitted by that empanelled vendor(s)/supplier(s), in case of any of the following:

- If liquidated damage charges as in Clause no. 5 (i) have been levied three times.
- In case of breach of any terms of agreement, or unsatisfactory/inefficient working on the part of the vendor.
- If at any time, found that the information provided by the empanelled vendor in any form about publications, services and related matters are incorrect and result in losses in any form to the University.

12. The University reserves the right to change or modify or amend or substitute any clause(s) in the "Terms and Conditions", if required, at any time. The empanelled vendor(s) may find any update, on SPUP, Jodhpur website (<http://www.policeuniversity.ac.in>), in this regard.
13. All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of Registrar, SPUP, Jodhpur or his nominee. 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 of Sardar Patel University of Police, Security and Criminal Justice, Jodhpur.

**APPLICATION FORM FOR EMPANELMENT OF VENDORS FOR SUPPLY OF BOOKS (PRINT & ELECTRONIC) TO SPUP, JODHPUR LIBRARY**

\*(PLEASE READ THE "TERMS AND CONDITIONS" CAREFULLY BEFORE FILLING THE FORM)

(Strike off whichever is not applicable)

1. Name of the Firm:

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2. Address (es) of Head Office & Branches with telephone numbers, fax numbers, email addresses, and website, if any:

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3. Kind of Proprietorship:

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i. Name and address of Directors / Managing Directors / Proprietor:

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ii. If partnership, name and address of partners:

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4. Please tick mark and provide documentary proof of your membership in any of the following associations:
    - (i) Good Offices Committee (GOC):
    - (ii) Federation of Publishers' and Booksellers' Association of India (FPBAI):
    - (iii) Any other State / National Association(s) of books suppliers:
  5. Are you a distributor / dealer / stockiest / exclusive or preferred agent of any publisher?

If so, please attach copies of the authority letters issued by the publishers along with details of your distributorship / dealership / stockiest / exclusive or preferred agent(s).
  6. Is the firm an Income Tax payee? If so, please attach one copy each of Income Tax returns of last three consecutive years and also a copy of PAN card of the partners / owners.
  7. Please provide details of your firm's Sales Tax Registration No. (Attach: copies of, GST, CST Certificate).
  8. Minimum five (05) references of the Libraries of reputed Universities/government organizations with whom you are already registered.
  9. Please provide details of the annual turnover of the firm for the last three consecutive years with documentary evidence.
  10. Please provide an affidavit on a non-judicial stamp paper of Rs. 50.00, for not having black-listed for minimum three (03) years by any of the University s or Universities or Government organizations in India.

## **DECLARATION**

1. I/We..... (Names of proprietor(s)/partners or shareholders) hereby declare that the information provided in this application form are true to the best of our knowledge and that we shall be bound by the acts of duly constituted attorney.
2. I / We also hereby declare that all matters related to SPUP, Jodhpur 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 signatures are appearing below, is / are the authorized representative(s) of the firm.
4. I/We also undertake the responsibility to communicate all subsequent changes in the constitution or working of firm, affecting the accuracy of the facts, stated above.



5. I/We assure that if empanelled, the firm will serve the University for a minimum period of one year.
6. I/We have read and understood all the "Terms and Conditions" of SPUP, Jodhpur as mentioned in this document and consciously agrees to abide by them.

Signature of Partners/Proprietors: .....

Place: .....

Signature of Authorized representative of the firm: .....

Date (with Firm's Seal): .....

## **Eligibility for Vendor Empanelment of Supply of Books**

1. PAN Card – Proof Required – Xerox of PAN Card
2. Shop Registration – Proof Required – Xerox of Registration
3. ITR V for last 3 consecutive years – Proof Required – Xerox of ITR
4. Turnover for last three years – Proof Required – Copy of audited Balance Sheet
5. Member of any Publisher or Bookseller Association on State or National Level– Proof Required – Xerox.
6. Distributor/Dealer/Stockiest/Exclusive /Preferred Agent – Proof required – submit the authority letters issued by the Publishers along with the details of Distributor/Dealer/Stockiest/Exclusive /Preferred Agents for at least 5 reputed Publishers.
7. Minimum 5 references of the Libraries of reputed National/State organizations with whom you are already registered/authorized suppliers with documentary evidence.
8. Affidavit raised on a non-judicial stamp paper of Rs. 50.00 by vendors for not having black-listed for minimum 3 years by any government organizations.
9. Security deposit of Rs. 25,000/- or more from selected Vendors.