



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

NIT No. 05/2015-16

**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/2015-16/

Date: 01/09/2015

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. The details with terms and conditions can be obtained from Cash section of the Registrar office on payment of Rs. 400/ or can be download from the website www.policeuniversity.ac.in and www.sppp.rajasthan.gov.in. DD is required in case of downloaded version as tender form charges alongwith tender.

This empanelment will be valid initially for two 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: 15.09.2015

Date and time of opening Bid: 16.09.2015 at 11:00 AM

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) 30 days (maximum) - for Indian/Foreign titles (if available in India).
- (ii) 60 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. Books of the latest edition should be supplied, with confirmation and approval to that effect to the Library, even though the Purchase Order may have specified an older edition. The Library prefers to procure low priced editions, Thus, if a low priced edition of a book is available, then the Supplier is encouraged to inform its availability to the Library and on receipt of a reply confirmation, supply the book and bill accordingly.
- (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:

All books (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%
Reference material 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. / 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 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.

Annexure-I

SPUP Jodhpur Terms and Conditions for Purchasing Books-2015

Enquiry on availability of Books:

At the first instance all the empanelled Vendors/Suppliers will be sent an email query with list of books and number of copies against each title required for Library procurement. On receipt of the email, the Vendors having books as per above list in their ready stock of books have to respond within stipulated time quoting titles available with number of copies and unit price. The preferred mode of communication will be by email, fax and speed post to save delay in normal postal communication.

Supply against approval order:

In reply to Vendors/suppliers response to our query, email communication will be established with the vendor concerned with request to supply books on approval through challan bearing challan number, date and our reference number for each item, along with publishers catalogue price proof duly stamped and signed. Time will be stipulated to execute supply. **In the event the Vendor fails to deliver the books within the stipulated date, the order is liable to be cancelled.** The preferred mode of delivery of books on approval will be in person by hand delivery at the Central Library. However the other mode of delivery may be by registered parcel, courier services or any other mode of recorded delivery and in such types of delivery, loss, damage, pilferage in transit if any will be sole responsibility of the supplier. Secure and safe delivery of books at Sardar Patel University of Police, Security and Criminal Justice, Daizar, Jodhpur as per approval order in the responsibility of the supplier/ vendor alone.

Conform Purchase Order and Billing:

After receipt of the books as requested in the approval order, the physical condition of the books will be checked and for the books not having printed price, proof (i.e. publisher's catalogue price)/certificate from publisher's authorized distributor/publisher's Indian Office/Publisher's Invoice, as the case may be, will be matched with the cost of books quoted in the challan. Any sticker affixed with the book indicating price is not acceptable. In case of certificates of price obtained from Indian office of the publisher, should bear Name, Signature with Official stamp of the signing authority having contact telephone number. If the bibliographic details of the book, unambiguous price proof and physical condition of the books found perfect, then confirm purchase order will be placed asking for Invoicing. **Foreign currency conversion will be at RBI rate of the conversion on the date of issue of purchase order.** While placing Purchase order if any of the book(s) found not required i.e. defective, wrong supply, wanting of price proof etc. and needs to be return, the same information will also be communicated to the supplier. In such cases collecting back the return books will be the responsibility of the supplier.

Acknowledgement and Acceptance of the Order:

The Supplier on receipt of purchase order (PO), is required to acknowledge the receipt of the order by returning the signed duplicate copy immediately as a token of their confirmation with

respect to acceptance of purchase order and send pre-receipted Invoice/bill in triplicate duly signed and stamped, quoting our purchase order number and date along with a copy of **RBI Conversion rate** duly signed/stamped, for the foreign published books if any. Supplier also send a scan copy of the Invoice/Bill to the head of the library, so that advance processing of books at our end can be done and Invoice/Bill should be sent to “Sardar Patel University of Police, Security and Criminal Justice Daizar, Jodhpur”

Direct Purchase Order (i.e. Books not available in the ready stock):

Keeping all other purchase terms unaltered as stated above, the supplier required to maintain time frequency and book status (i.e. New/Old) in delivery of books, ordered as per the terms stated under the clause “**Delivery of books**”.

Delivery of Books:

- a) Only new books must be delivered.
- b) All book should be preferably supplied in paperback.
- c) The delivery period is as under:
 - Indian Publications: maximum one month from the **date of issue of “Purchase Order”**
 - Foreign Publications: maximum 60 days from the **date of issue of “Purchase Order”**

The delivery date may be extended by the Library at its discretion, if the Supplier requests for an extension citing valid reasons.

- d) In such types of Purchases against direct purchase order, the conversion rate will be **RBI rate of the conversion on the date of purchases order**. (i.e. hand delivery of books at SPUP, Library premises) along with Invoice/bill and all other supporting documents.

In case of other mode of recorded delivery, the conversion rate will be calculated on **RBI rate of conversion on the date of purchase order of the consignment favouring** Central Library SPUP Jodhpur and the supplier concerned **must have to send on the date of booking of the consignment**, the scan copy of all the documents, such as pre-receipted Invoice/bill, price proof(s), copy of RBI conversion rate on the date of consignment booked and consignment booking receipt as email attachment to the Librarian, SPUP Jodhpur. All documents sent must bear the signature and seal with date of the supplier/Vendor concerned.

Consignee and Mode of Despatch:

All supply of books should be consigned to Library Sardar Patel University of Police, Security and Criminal Justice Daizar, Jodhpur by Speed Post Parcel/Registered Parcel/Courier/in Person. However, the preferred mode of delivery is in person by hand against duly signed and stamped delivery-challan at Central Library.

Despatch Documents:

Intimation relating to the mode of dispatch should be emailed /Fax/Phone/Courier/Speed Post to Sardar Patel University of Police, Security and Criminal Justice Daizar, Jodhpur.

Original dispatch documents are to be forwarded to the Library by way of recorded delivery i.e. Registered Post/Speed Post in the above mentioned address only.

Preparation of Bill:

The Bill should be prepared preferably in the same order as items listed in the Purchase Order.

Submission of Bill:

The Supplier should submit the pre-receipted bill in triplicate mentioning the purchase order number, date and delivery challan number and date along with the supporting documents if any, such as Xerox copy of the publishers current catalogue price proof duly stamped and signed by the supplier concerned, copy of original import invoices etc.

Exchange Rate:

Conversion rate in case of prices quoted in foreign currencies, **RBI rate of conversion is applicable on the date of issue of purchase order** (i.e. In case of books either supplied on approval or assured availability of books in ready stock of the supplier)

Income Tax Related Papers:

Each of the Invoice/Bill of the Vendor/Supplier concerned must bear the PAN number (i.e. Permanent Account Number) and Xerox copy of the PAN Card duly signed with seal of the Vendor/Supplier, if not furnished earlier.

Current Income Tax Clearance Certificate, Income Tax No, and Permanent Account Number should be furnished along with your invoice, if not furnished earlier.

Latest Edition and Low-Price Edition Books:

Books of the latest edition should be supplied, with confirmation and approval to that effect to the Library, even though the Purchase Order may have specified an older edition. The Library prefers to procure low priced editions, Thus, if a low priced edition of a book is available, then the Supplier is encouraged to inform its availability to the Library and on receipt of a reply confirmation, supply the book and bill accordingly. All books should preferably be supplied in paperback.

Discount:

Discount: The following discount threshold pattern should be followed:

All books (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%
Reference material viz., handbooks, dictionaries and encyclopaedias etc.	Not less than 25%
Government publications & Short discount titles	As may be applicable.

Supply order for each book will be given to vendor quoting the lowest price after discount.

Processing of Bills:

If the books are supplied in good condition as per the Purchase Order complying with the terms and conditions, the Acquisition section will process the bills and forward the same within minimum loss of time to the Accounts Section for onward payment processing.

Return of Defective Books:

If a supplied book doesn't confirm specifications or if the pages are torn or missing or the copy is old or is not in good condition, the Supplier will be asked to take back the book at his own expense and replace it within one month, otherwise the order will be cancelled. The Library will not be responsible for such books if not taken back and replaced within the said period.

Cancellation of an Order:

- The order is liable to be cancelled if the delivery is not made within one month after the expiry of the stipulated delivery date.
- Books not conforming to specifications and not in good condition should be replaced within one month otherwise order for those books will be cancelled.

Delisting of Suppliers:

A Supplier who frequently supplies books that do not conform to specifications or are not in good condition will be delisted from the registered Vendor list, if desired by the competent authority of the University.

The Library reserves the right to:

- Cancel an order at any time without assigning any reason thereof.
- Change or modify or amend or substitute any clause in the terms and conditions listed above
- **Procure the books(s) from any other source if available, skipping the empanelled vendors, when all the empanelled Vendors fail to supply the said books.**

EMD money retention:

University will retain the interest free EMD amount of Rs.25000/- for the empanelled Vendors till the empanelment remains valid. This will be refunded to the parties only after the dissolution of this empanelment from whatsoever reason may be. Withdrawal of vendor ship request from any of the empanelled vendors is allowed only after one year passed, from the effective date of empanelment declared; and in such cases the total EMD money of Rs. 25000/- will be refunded to the party through their bank Account as recorded with the University or updated their after without any interest on the deposit value.

Legal 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 Jodhpur, Rajasthan. The resultant contract will be interpreted under Indian Laws.

***** The End *****

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.
10. DD is required in case of downloaded version as tender form charges alongwith tender.