

Central Library

Punjab Engineering College (Deemed to be University), Chandigarh

Advertisement for Empanelment of Vendors for Supply of Print Books to Central Library, Punjab Engineering College (Deemed to be University), Chandigarh

Applications are invited from Firms (Publishers/Distributors/Vendors) to seek Empanelment as an authorized vendor for the supply of books to Punjab Engineering College (Deemed to be University), Chandigarh for a period of one year initially from the date of award of contract which may be extended further for a tenure of maximum 02 years after receiving satisfactory performance certificate from indenter after completion of successful 01 year.

The prescribed application form and the copy of the terms and conditions (Annex-I) can be downloaded from the institute website (www.pec.ac.in). Any corrigendum related to this tender will also be available on this website.

Interested booksellers/vendors/suppliers/agents/distributors may respond in the prescribed format, given at the end of this document, along with one copy of the requisite documents, through any mode, viz. Speed post/Registered Post/Courier/ By Hand. The envelope enclosing the documents should be marked with 'Application for Empanelment of Vendors for The Supply of Printed Books'. The duly filled application form, along with necessary documents and fees, may be submitted latest by 09.10.2023 (5:00 P.M.) to the following address:

| EMD | Rs. 2,000/- (Two Thousand only) in the form of an Account Pa | | | |
|------------------|---|--|--|--|
| | Demand Draft, Fixed Deposit Receipt from a Commercial bank, Ba | | | |
| | Guarantee from a Commercial bank, or online payment in an | | | |
| | acceptable form in favor of the Director, Punjab Engineering College | | | |
| | (Deemed to be University), Chandigarh | | | |
| | The tenderer, after submitting, the tender, is permitted to withdraw, | | | |
| | substitute or modify the tenders in writing without forfeiture of | | | |
| | Security/EMD, provided these are received duly sealed and marked | | | |
| | like the original tender, up to the date and time of receipt of the | | | |
| | tender. Any such request received after the prescribed date and time | | | |
| | of receipt of tenders will not be considered. No bid may be | | | |
| | withdrawn in the interval between the deadline for submission of | | | |
| | bids and expiration of the period of bid validity. Withdrawal of a bid | | | |
| | during this period will result in forfeiture of the bidder's bid security | | | |
| | (EMD) and other sanctions. | | | |
| | Selected Vendors should deposit a REFUNDABLE security deposit | | | |
| | Rs. 20,000/- (Twenty Thousand only) in the form of an Account | | | |
| Security deposit | Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, | | | |

| | Bank Guarantee from a Commercial bank, or online payment in an acceptable form. | |
|--|---|--|
| Starting Date | Starting - 19.09.2023 | |
| and End date of receiving applications | End Date - 09.10.2023 (05.00 PM) | |
| Q | | |
| Contact Person | Senior Librarian Incharge | |
| for | Central Library | |
| Communication/ | Punjab Engineering College | |
| Clarification | (Deemed to be University) | |
| | Sector 12, Chandigarh - 160012 | |
| | Phone: 0172-2753485 (0) | |

Annex-I

[A] TERMS AND CONDITIONS FOR VENDOR REGISTRATION AND EMPANELMENT FOR THE SUPPLY OF BOOKS

- 1. The Firm must have at least ten years of experience in the book trade.
- 2. The Firm should preferably be a member of the Federation of Publisher & Bookseller Association of India (FPBAI). The membership Certificate issued by FPBAI should be enclosed.
- 3. The Firm should have satisfactorily supplied books at least once in any three Government Universities-Centrals/ State, in the last five years (satisfactory supply certificate along with order copies should be attached).
- 4. The Vendor should submit a copy of the Permanent Account Number (PAN)/GST No.
- 5. The Vendor should have a minimum annual turnover of Rs. 16 lakhs each (Rs. Sixteen Lakhs Only) for the last three consecutive years i.e. 2020-21, 2021-22 and 2022-23 (in the form of balance sheet or certified report from CA).
- 6. Selected Vendor (s) should deposit a refundable security deposit of Rs. 20,000/(Twenty Thousand Only) in the form of an Account Payee Demand Draft, Fixed
 Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial
 bank, or online payment in an acceptable form drawn in favor of 'Director,
 Punjab Engineering College (Deemed to be University), Chandigarh' and
 payable at Chandigarh. This amount will be retained by the Institute without any
 interest liability till the duration of the agreement. The refund will be processed
 after the end of the tenure of the Vendorship, provided there are no outstanding
 issues.
- 7. No interest will be paid either on EMD or security deposit.
- 8. The performance security will be forfeited and credit to the procuring entity's account in the event of a breach of contract by the contractor. It should be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than 365 days of completion of the Defect Liability Period (DLP). Return of Bid/Performance securities should be monitored and delays should be avoided. If feasibly, the details of these securities may be listed in the e-Procurement Portal, so as to make the process transparent and visible.
- 9. The terms and conditions for vendorship registration can be amended by the Library from time to time with the recommendations of the Library Advisory

- Committee and the approval of the Competent Authority. The same is binding to the registered vendors.
- 10. The Library Advisory Committee (LAC) reserves the right to amend terms and conditions for vendorship, recommend or reject any or all the books vendors and the same is binding to the vendors. The decision of LAC will be final in all cases and no explanation will be given.
- 11. At any given point, if any of the documents furnished by the vendor(s)/supplier(s) are found to be false, it would be deemed a breach of terms of the contract, making the Firm liable for legal action besides termination of Empanelment.
- 12. 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.
- 13. Strict discipline is expected to be maintained concerning 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 Institute.
- 14. The applications received after the due date and time will not be considered.
- 15. Incomplete and conditional applications will not be considered.
- 16. The applications will be scrutinized and shortlisted for Empanelment by the Library Advisory Committee. As required, the shortlisted vendors will be informed by email and/or by regular post for further procedure.
- 17. The Institute reserves the right to accept or reject any or all the proposals without assigning any reasons thereof. The acceptance of the qualified bidders rests with the Institute on its selection criteria. The decision of the Competent Authority on any dispute related to the selection of the Vendor (s) for the supply of book(s) shall be final and binding.
- 18. The Competent Authority reserves the right to place/cancel/split the order amongst various suppliers without assigning any reason thereof.
- 19. All matters of the dispute will be subject to the legal jurisdiction of the courts at Chandigarh only.
- 20. An affidavit not older than two months from the date of publication of tender raised on notarized non-judicial stamp paper of Rs 100/- (Rupees Hundred only) claiming for not being ever debarred/blacklisted) (not more than two months old) should be enclosed.

21. The Shortlisted Vendor (s)/distributors(s)/library supplier(s) for Empanelment is required to agree to supply as per the Institute's "Terms & Conditions for Supply of Books" as stipulated hereunder.

[B] TERMS & CONDITIONS FOR THE SUPPLY OF BOOKS

1. **Book Recommendations**

- (i) The selected Vendor may directly approach to faculty with the physical copy of the book(s) to get it recommended by the faculty. The Vendor should not get any book approved if the same book is freely available on the publisher's website.
- (ii) The selected Vendor should use the 'Book Recommendation Form' available in the Library for getting the books recommended by the faculty, check all the details of the books(s) filled in the book recommendation form, and if it is correct, fill all the relevant particulars of the Vendor (Name/Stamp/Price/Signature) on the form and submit it to the Library for further processing of the order.

2. **Discount**

The Institute follows the discount pattern given in the table below. The Vendor should offer a maximum discount on published/printed price for all books in English /Hindi language of Indian or foreign origin and in no case less than the following discount percentage under different categories as given below on the current edition of a book.

| Publications type-Number of copies purchase | No. of Copies | Year of Publication | Discount on printed/publisher's price) |
|---|--|---|--|
| All books | ≤ 3 (Less than or equal to three Copies) | Not more than three years old than the current year | Not less than 20% |
| All books | ≤ 3 (Less than or equal to three Copies) | More than three years old than the current year | Not less than 25% |
| All Books | >3 (More than three copies) | Not more than three years old than the current year | Not less than 25% |
| All Books | >3 (More than three copies) | More than three years old than the current year | Not less than 30% |

| Reference | Only one copy is | Always latest edition | Indian Title/ | Not less |
|------------------|--|-----------------------|---------------|----------|
| material viz., | permissible | would be procured. | Indian | than |
| handbooks, | | | imprint of | 30% |
| dictionaries and | | | the foreign | |
| encyclopaedias, | | | title | |
| etc. | | | | |
| | | | Foreign Title | Not less |
| | | | | than |
| | | | | 25% |
| | | | | |
| Government | Publisher's price – (discount earned)+5% handling charges on net amount | | | |
| publications & | (Vendor should submit open publisher's Invoice along with a certificate in | | | |
| Short discount | this regard) | | | |
| titles | | | | |
| | | | | |

1. Edition specifications

- (i) The 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 the unavailability of paperback and Indian editions, clarification/ permission should be sought, preferably by email, from the Library, regarding the supply of the available editions in lieu of the default.

2. Delivery of books

(i) The Vendor should supply the ordered books within sixty (60) days for Indian books and ninety (90) days for foreign books from the date of issue of order. A maximum of fifteen (15) days for Indian books and fifteen days for foreign books extension limits may be allowed at the discretion of Senior Librarian Incharge only under extraordinary situations.

All books must be supplied within the mentioned period, failing which, the order will automatically stand canceled and no supply will be accepted against the orders after the expiry of the period. While granting extension of the delivery period, where the delivery of stores or any installment thereof is accepted after expiry of the original delivery period, the CA may recover from the contractor, as

agreed, the LD a sum equivalent to 0.5 (half) per cent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (ten) per cent of the value of delayed goods. The LD cannot exceed the amount stipulated in the contact.

- (ii) The books shall be appropriately packed and delivered at the Supplier's expense & risk.
- (iii) No duplicate title should be supplied even if mentioned in the order list.
- (iv) No shop-soiled copy/Damage books will be accepted.
- (v) The supply of books will be at the risk of the Firm till its acceptance by the Institute.
- (vi) Unless otherwise specified, only the latest edition of the publication will be accepted.
- (vii) Unless otherwise specified, the Indian/paperback edition of a title should be supplied, if available.
- (viii) Foreign editions of the books will be supplied only, if the books don't have an Indian edition.
- (ix) Books are to be supplied free of freight charges. No charges of transportation/post will be borne by Punjab Engineering College (Deemed to be University), Chandigarh.
- (x) The publications supplied must be new and in good condition without any defects/damage.
- (xi) In the 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.
- (xii) Books shall be delivered to below mentioned address:

Senior Librarian Incharge, Central Library Punjab Engineering College (Deemed to be University) Sector 12, Chandigarh – 160012

3. Invoicing procedure and Conversion Rates

- (i) Pre-Receipt bill(s) are to be submitted to the Library in duplicate (2 copies) in the name of the **Director**, **Punjab Engineering College (Deemed to be University)**, **Sector 12**, **Chandigarh**.
- (ii) The prices in the Invoice should be indicated in original currencies.
- (iii) The Vendor will have to submit the bills of foreign books converted to Indian rupees at **GOC conversion rate** applicable on the billing date.

- (iv) All entries in the bill should be typed/neatly handwritten in a format acceptable to the Library.
- (v) The Invoice should bear the Firm's IT PAN.
- (vi) A revenue stamp should be affixed to the original bill and should be signed by the authorized signatory.
- (vii) Titles from different POs should not be combined and supplied under one Invoice.
- (viii) The bill should certify the following:
 - a. The price has been correctly charged in accordance with the publisher's invoice/printed price.
 - b. The latest edition/ordered edition of the book(s) have been supplied.
 - c. Books supplied are not remainder/used titles.
- (ix) The Vendor must submit the following price proof, duly certified and stamped, in support of the price charged:

a) In case of a **foreign title**:

- i. If the cost of the book is not printed, the Vendor must submit the publisher's invoice copy of the book as price proof.
- ii. If a foreign title is exclusively distributed by any exclusive Indian distributor, the 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 sole authorized distributor as price proof.
- b) In the case of **Indian title**: If the price of the book is not printed then the Vendor must submit the publisher's/authorized distributor's invoice copy as price proof. Publisher's Catalogue is generally not accepted as price proof.

4. Payment terms

- (i) All the payments will be made in Indian Rupee. 100% payment will be released after the supply and acceptance of books by the Institute in good condition.
- (ii) Payment will be transferred to the Vendor's account, so ECS details should also be submitted along with the bill.

5. Return of damaged books

- (i) The books supplied must 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.
- (ii) Books found with wrong pages/damaged condition/ old editions other than the latest editions will have to be replaced by the Supplier even after they have been stamped for accessioning. The replacement should be made by the Supplier at their own cost within fifteen (15) days.
- (iii) The wrongly supplied books must be collected within forty-five (45) days of the supply at their own cost; otherwise, the Library will have full right to enter the said book in the library record, preferably under GRATIS.

Application Form for Enrolment as Vendor for Supply of Books to Central Library, Punjab Engineering College (Deemed to be University), Chandigarh

The Senior Librarian Incharge Punjab Engineering College Sector-12, Chandigarh

In response to your advertisement for registration and Empanelment of vendors for supply of books to Punjab Engineering College (Deemed to be University), Chandigarh, below mentioned, please find the duly filled details of the Firm along with the EMD and relevant documents

| 1. | Name of the Firm | |
|-----|--|----------------------|
| 2. | Complete Postal Address | |
| 3. | Telephone/Mobile No. | |
| 4. | Email address | |
| 5. | Date of Establishment of Firm | |
| 6. | Name & Contact details of the authorized signatory | |
| 7. | Registration No. of FPBAI (Also Attach Copy) | |
| 8. | Permanent Account Number (Also Attach Copy) | |
| 9. | GST No. (Also Attach Copy) | |
| 10. | Bank Details | a) Name of Bank: |
| | | b) Address: |
| | | c) Bank Account No.: |
| | | d) IFSC Code: |
| | | e) MICR Code: |

| 11. | Whether satisfactorily supplied Books atleast once to any three (03) Government Universities/ Central/ State institute in the last five years The copies of the purchase order (s) and satisfactory performance certificate(s) should be attached. | Yes No |
|-----|---|--|
| 12. | Annual Turnover of the firm for the last 3 consecutive financial years (attach proof): | a. 2020-21 b. 2021-22 c. 2022-23 |
| 13. | Copy of the Income-tax return (ITRs) filed for last three (03) consecutive years. | a. 2020-21b. 2021-22c. 2022-23 |
| 14. | Submit copies of the most authority letters issued by the publisher(s) for being preferred/exclusive distributor/ dealer/ stockiest/exclusive/agent | |
| 15. | Details of EMD (refundable) Rs. 2000/- (Rupees two thousand only) submitted in the form of Demand Draft from any Nationalized/ Scheduled Bank in favor of the Director, Punjab Engineering College, Chandigarh | |
| 16. | Has your Firm ever been debarred/blacklisted for doing business with any government organization? Please furnish an affidavit raised on notarized non-judicial stamp paper of Rs 100/- (Rupees Hundred only) claiming for not being ever debarred/ blacklisted | Yes No |

Signature of Authorized Signatory With Official seal

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Place:

DECLARATION

1. It is hereby declared that entries made in this application form are true to the

best of my knowledge and belief. Further, the above terms and conditions are

acceptable to me in letter and Spirit.

2. It is hereby submitted that I have gone through the eligibility criteria for

Empanelment of Vendor and agree to supply books on the terms and conditions

mentioned in the Annexure I of the advertisement available at PEC website

(www.pec.ac.in) and in the office of the Central Library, Punjab Engineering

College (Deemed to be University), Chandigarh.

3. It is hereby declared that all matters related to Central Library, Punjab

Engineering College (Deemed to be University), Chandigarh shall be treated as

confidential & no Information shall be passed on to any person without written

permission of the competent Authority.

4. It is hereby declared that I shall deposit a refundable security deposit of Rs.

20,000 (Twenty thousand only) in the form of an Account Payee Demand Draft,

Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a

Commercial bank, or online payment in an acceptable form, favoring **Director**,

Punjab Engineering College, Chandigarh, if vendor ship of my Firm is

approved.

Signature of Authorized Signatory
With Official seal

Date:

Place:

Check List

The attached documents must be arranged in the following order:

- i. EMD of Rs. 2,000 (Two Thousand only) in favor of Director, Punjab Engineering College, Chandigarh.
- ii. Application Form.
- iii. A copy of the Vendor's Permanent Account Number (PAN).
- iv. A Copy of the Vendor's Valid GST registration number.
- v. ITR of the last three financial years.
- vi. Certificate issued by the bank regarding bank details.
- vii. Attach copies of the most recent authority letters issued by the publishers stating the Firm as the exclusive or preferred agent.
- viii. Proof of membership of the Federation of Publishers' and Booksellers' Association of India (FPBAI)
 - ix. Reference letter of a minimum of three reputed libraries with which the Vendor is currently dealing with.
 - x. Audited copy of the company's annual turnover for the last three financial years.
 - xi. Affidavit of not having blacklisting for a minimum of three (3) years, raised on notarized non-judicial stamp paper of Rs.100/- (not more than two months old).