

DR B. R. AMBEDKAR UNIVERSITY DELHI

REQUEST FOR PROPOSAL FOR EMPANELMENT OF PUBLISHERS/ DISTRIBUTORS/ AGENTS FOR SUPPLY OF LIBRARY BOOKS AND JOURNALS (HINDI MEDIUM) AT DR B. R. AMBEDKAR UNIVERSITY DELHI

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**Dr B. R. Ambedkar University Delhi
Lothian Road, Kashmere Gate
Delhi – 110 0006**

Schedule of RFP

RFP enquiry Number	No. AUD/1-10(166)/2019/ Empanelment/468	
Date/ time of release of RFP through e-procurement solution	11.07.2019	4.30 PM
Last Date/ time of submission of queries/ observations, if any for clarification through e-mail to dradmin@aud.ac.in	18.07.2019	10.00 AM
Date/ time of pre-bid meeting at IT Services Division, AUD Kashmere Gate campus, Delhi-110006	18.7.2019	3.00 PM
Start date/ time of submission of online bid	19.07.2019	10:30 AM
Last date/ time of downloading bid document	01.08.2019	4.00 PM
Last date/ time of submission of online bid	01.08.2019	4.00 PM
Date/ time of opening of Proposal	01.08.2019	4.30 PM

अम्बेडकर विश्वविद्यालय दिल्ली



Ambedkar University Delhi

No. AUD/1-10(166)/2018/ Empanelment/468

Dated: 11.07.2019

To,

Subject: e-Request for Proposal (RFP) for empanelment of Publishers/ Distributors/Agents for supply of library books and journals to Dr B. R. Ambedkar University Delhi

The Dr B. R. Ambedkar University Delhi (AUD) invites e-proposals from competent & reputed Publishers/ Distributors/ Agents for empanelment for supply of books and journals (Hindi Medium only) to AUD Library. Proposals shall be submitted online as per the following details:

Last Date of submission of Proposals:

01.08.2019 at 4.00 PM

Date of Opening of Proposals:

01.08.2019 at 4.30 PM

Publishers/ Distributors/ Agents should read the proposal document carefully and comply strictly with the conditions, while submitting their proposals. Clarifications, if any, may be sought from AUD Library on Telephone No 23865084. Proposal must be submitted online on website 'govtprocurement.delhi.gov.in'. Any amendment/ extension of the last date of submission of proposals will be notified on that website only. Manual proposals will not be accepted under any circumstances.

Deputy Registrar (Admin)

**GENERAL TERMS & CONDITIONS FOR EMPANELMENT OF PUBLISHERS/ DISTRIBUTORS/
AGENTS FOR SUPPLY OF LIBRARY BOOKS AND JOURNALS TO AUD**

1. The Dr B. R. Ambedkar University Delhi (AUD) intends to prepare a panel of Publishers/ Distributors/ Agents for supply of library books and journals (Hindi Medium only) to AUD. The panel would be valid for a period of two years in the first instance, which may be further extended by two more years on mutual consent.

2. **Parties:** The parties to the Contract are the Publisher/ Distributor/ Agent submitting proposal and the Dr B. R. Ambedkar University Delhi (AUD).

3. **Eligibility Criteria:**

The Publishers/ Distributors/ Agents should be based in Delhi and NCR and fulfill the following terms and conditions:

- (i) The Publisher/ Distributor/ Agent should be in the field of supplying books and journals for at least five years.
- (ii) The Publisher/ Distributor/ Agent should be serving major libraries like central universities, national level education and research institutions etc at least for the last five years.
- (iii) The Publisher/ Distributor/ Agent should represent a large gamut of subjects, publishers and languages of the interest to the AUD community.
- (iv) The Publisher/ Distributor/ Agent applying for empanelment should furnish all the particulars as per **Annexure I and Annexure II**.
- (v) The Publisher/ Distributor/ Agent should have an annual turnover of Rs. 15 lakh in each of the last three financial years.
- (vi) Copy of PAN Number must be uploaded with the proposal.
- (vii) Copy of GST registration certificate must be uploaded with the proposal.
- (viii) The applicant Publisher/ Distributor/ Agent must be an **Income Tax Assessee**, having filed returns in the last three assessment years.

(ix) The Publisher/ Distributor/ Agent should not have been placed in defaulter category by any Central/ State Govt. department/ PSU.

4. Scope of Work:

AUD wishes to empanel reputed Publishers/ Distributors/ Agents etc. for supplying books and journals (Hindi Medium only) to its Libraries, in campuses spread across Delhi.

5. General Conditions:

(i) The proposals are to be submitted duly digitally signed on the Delhi Government's Public Procurement Portal 'govtprocurement.delhi.gov.in'.

(ii) The online proposals (complete in all respect) must be uploaded in two parts viz., Technical & Financial as per **Annexure I and II** on the prescribed format in PDF form.

(iii) The Publishers/ Distributors/ Agents shall have a valid digital signature certificate for participation in the online RFP process. The cost of digital signatures, if any, will be borne by respective Publishers/ Distributors/ Agents.

(iv) All documents as per requirement of RFP shall be uploaded online through portal website 'govtprocurement.delhi.gov.in'. The Publisher/ Distributor/ Agent shall bear all costs associated with the preparation of his RFP document including cost of any clarifications, required by AUD.

(v) When deemed necessary, AUD may seek clarification on any aspect from the Publishers/ Distributors/ Agents. However, that would not entitle the Publisher/ Distributor/ Agent to change or cause any change in the price quoted. AUD may, if so required, ask the Publisher/ Distributor/ Agent to give presentation for the purpose of clarification on the bid submitted. All expenses for this purpose as also for preparation of documents and other meetings will be borne by the Publisher/ Distributor/ Agent.

(vi) AUD will examine the RFPs to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the RFPs are generally in order.

(vii) A RFP determined as not substantially responsive will be rejected by AUD and may not subsequently be made responsive by the Publisher/ Distributor/ Agent by rectifying the non-conformity.

(viii) AUD may waive off any minor infirmity or non-conformity in the RFP which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of other Publishers/ Distributors/ Agents. The decision of AUD in this regard will however be final and binding.

(ix) Publisher/ Distributor/ Agent shall not be permitted to withdraw his/ her/ its offer or modify the terms and conditions thereof after acceptance of RFP. In case the Publisher/ Distributor/ Agent fails to observe and comply with the stipulations made herein or backs out after submission of proposal, the aforesaid amount of Earnest Money and Security Deposit, will be forfeited by the University. Besides this, the Publisher/ Distributor/ Agent will also liable to be debarred/ blacklisted from participating in the RFP process of AUD in future or fined.

(x) Canvassing in connection with RFPs is strictly prohibited and the RFPs submitted by the Publishers/ Distributors/ Agents who resort to canvassing in any form or try to influence the process either directly or indirectly shall be liable for rejection by AUD.

(xi) RFP containing any condition leading to unknown/ indefinite liability is liable to be summarily rejected.

(xii) Any modification/ corrigendum issued with regard to this RFP document shall be uploaded on 'govtprocurement.delhi.gov.in' website only. Publishers/ Distributors/ Agents are, therefore, requested to visit the website regularly till the last stipulated date of submission of the RFP for ascertaining any modification/ corrigendum issued in this regard.

(xiii) The RFP bid and copies of certificates uploaded by the Publisher/ Distributor/ Agent in pdf form should be duly signed at the given places, together with initials on every page by the authorized person of the Publisher/ Distributor/ Agent. Initial/ signature will indicate the acceptance of the RFP document by the Publisher/ Distributor/ Agent.

6. Validity of Proposals:

The proposals shall be valid for a minimum period of 90 days, computed from the date of its opening. The validity may be further extended for a further period of three months by mutual consent. A non-refundable fee of Rs. 2000/- towards the application fee will be charged. The fee in the form of Demand Draft/ Banker's Cheque drawn on any Scheduled Bank in favour of "Registrar, Ambedkar University Delhi" payable at Delhi should be submitted on or before the closing date bids, to The Registrar, Dr B. R. Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006, failing which the bids will not be considered.

7. Earnest Money Deposit (EMD):

- (i) Copy of demand draft/ banker's cheque for a sum of Rs 10,000/- towards EMD shall be uploaded with the proposal.
- (ii) EMD of Rs. 10,000/- submitted in the form of Demand Draft/ Banker's Cheque drawn on any Scheduled Bank in favour of "**Registrar, Ambedkar University Delhi**" payable at Delhi is required to be submitted in a sealed envelope superscribed "**Tender for empanelment for supply of library books and journals**" (Hindi Medium only), on or before the closing date and time of e-submission of online bids, to The Registrar, Dr B. R. Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006, failing which the bids will not be considered.
- (iii) EMD of unsuccessful Publisher/ Distributor/ Agents will be discharged/ returned to them after empaneling eligible Publishers/ Distributors/ Agents.
- (iv) Earnest Money is required to protect the purchaser against the risk of the Publishers/ Distributors/ Agents conduct, which would warrant the forfeiture of the EMD. Earnest money of a Publisher/ Distributor/ Agent will be forfeited, if the Publisher/ Distributor/ Agent withdraws or amends its proposal or impairs or derogates from the proposal in any respect within the period of validity of its proposal or if it comes to notice that the information/documents furnished in its proposal is incorrect, false, misleading or forged without prejudice to other rights of the purchaser.
- (v) The successful Publishers/ Distributors/ Agents EMD will be forfeited without prejudice to other rights of the purchaser, if it fails to furnish the required Security Deposit within the specified period.
- (vi) No interest will accrue on the EMD/ Security Deposit.
- (vii) EMD of the empanelled Publisher/ Distributor/ Agent shall be returned after the Security Deposit is submitted. EMD of unsuccessful Firms shall be returned after completion of tender process.

8. Security Deposit:

- (i) The Publisher/ Distributor/ Agent selected would be required to furnish a Security Deposit of Rs 10,000/- in the form of Demand Draft/ FDR/ Bank Guarantee from any Scheduled Bank in favour of "**Registrar, Ambedkar University Delhi**" payable at Delhi.
- (ii) In case the Security Deposit is submitted in the form of Bank Guarantee, the same should be valid for a period of 3 (three) months beyond the date of expiry of the contract. AUD

reserves the right to ask for Security Deposit extension if contractual obligations are not fulfilled.

9. Criterion for Evaluation of Proposals:

(i) The proposal will be first assessed on the basis of eligibility criteria given in the RFP document.

(ii) If all the eligibility criteria are fulfilled, the proposal will be assessed on the basis of the discount offered by the Publishers/ Distributors/ Agencies.

10. Right of Acceptance and Other Provisions:

(i) The acceptance of the proposal rests with AUD. The university is not bound to accept the lowest proposal and reserves the right to accept or reject any or all the proposals without assigning any reasons thereof. AUD also reserves the right to modify and/ or relax, any terms & conditions of this proposal document to safeguard its interest.

(ii) Mere fulfillment of eligibility conditions prescribed does not entail a Publisher/ Distributor/ Agent to be included in the panel. Decision of the AUD in all matters related to empanelment shall be final.

(iii) AUD reserves the right to black list a defaulting Publisher/ Distributor/ Agent.

(iv) AUD reserves the right to keep or remove any Publisher/ Distributor/ Agent on the approved panel etc. for any administrative reason.

(v) No Publisher/ Distributor/ Agent shall have the sole right to supply books and journals/ publications. AUD Library reserves the right to procure books and journals/ publications either from any of the empanelled Publishers/ Distributors/ Agents and/or their authorized distributors outside the panel.

(vi) AUD reserves the right to place order for supply of e-books and e-journals/ databases either with empanelled Publishers/ Distributors/ Agents or directly with the publisher and/or publisher's authorized dealers.

(vii) AUD's decision in all matters related to procurement of books and journals shall be final and binding on all concerned.

(viii) Any inquiry after submission of the proposal will not be entertained.

(ix) Any failure on the part of the Publisher/ Distributor/ Agent to observe the prescribed procedure and any attempt to canvas for the purchase order will prejudice the Publisher/ Distributor/ Agent's proposal.

(x) AUD reserves the right to cancel the proposal process without assigning any reason whatsoever, at any stage.

11. Discounted Rates:

The Publisher/ Distributor/ Agent is required to quote discounted rates in respect of following items:

Sl. No.	Item	Base Level Discount fixed by AUD
1	Hindi Medium Books	30%

12. Proposals:

(i) The Publishers/ Distributors/ Agents will be required to quote maximum discount allowable by them in the table given in **Annexure II**.

(ii) Publishers/ Distributors/ Agents are encouraged to apply for all the above categories as finalized by the Library Committee. However, they can apply for specific area or subject or discipline or languages, in case of operational difficulty.

13. Exchange Rates:

The Publisher/ Distributor/ Agent shall support the exchange rates charged in every bill with the certified copies of the exchange conversion rates by the National Bank/ RBI, applicable on the date of placing order for books and journals by AUD and in the case of e-books and e-journals, on the date of advance payment or placing order for the same.

14. On Empanelment:

(i) All successful Publishers/ Distributors/ Agents, who fulfill the terms and conditions for empanelment, will be informed by the AUD by a letter to this effect. The Publishers/ Distributors/ Agents will be placed on the panel for a period of two years, which can be extended for a further period of two years based on the satisfactory performance.

- (ii) The successful Publishers/ Distributors/ Agents shall sign a contract agreement with AUD for the above period.
- (iii) After receipt of empanelment letter, the Publisher/ Distributor/ Agent shall be eligible for quoting rates as and when asked for.
- (iv) The empanelled Publishers/ Distributors/ Agents may visit the AUD campus and interact with teachers and academics on a regular basis, after seeking an appointment, to assess their requirements. The newly published books/ journals and catalogues of their interest may be shown and requisitions for purchase of books and journals collected in the requisition format.
- (v) AUD may ask the empanelled Publishers/ Distributors/ Agents to arrange for book exhibitions and displays in the campus as per its requirements. They may also be asked to supply books and journals, which the University or AUD Library would identify through other channels.

15. Method of Procurement of books and journals:

- (i) If a faculty member wishes to select certain books and journals offered by an empanelled Publisher/ Distributor/ Agent, approval of the respective Dean needs to be obtained for the same. Thereafter, an order will be given by the Librarian to that empanelled Publisher/ Distributor/ Agent for supply of books and journals at discounted rates, as quoted at the time of empanelment.
- (ii) For procurement of books and journals directly by the Library on written recommendations of faculty etc, the Librarian will place an enquiry to any five-six vendors among the selected list empanelled Publishers/ Distributors/ Agents, based on his judgment on vendor's previous years' performance for the required titles and number of copies of each thereof, by e-mail.
- (iii) The empanelled Publishers/ Distributors/ Agents have to respond within two working days only by e-mail, giving out the following details:
 - (a) Number of copies available :
 - (b) Unit price (in original currency) :
 - (c) Discount offered (The discount can be revised upward only from pre-committed discount) :
 - (d) Shipping time/supply time :
 - (e) Validity period of quoted price(s), etc.
- (iv) A proforma for the same will be provided by AUD to the empanelled Publishers/ Distributors/ Agents.

16. Purchase Order :

The Library will place purchase orders with the empanelled Publisher/ Distributor/ Agent(s), who offer the highest discount, and minimum time period as applicable, for the available latest/ Indian edition/ PB. The Publisher/ Distributor/ Agent is required to quote discounted rate over and above the minimum (Base Level) discount, subject to the following:

- (i) If two or more empanelled Publishers/ Distributors/ Agents offer the same discount or same time period, an approximate equal distribution of the purchase order(s) will be made amongst them.
- (ii) Supply of books and journals will be made strictly against the purchase orders only.
- (iii) The Publisher/ Distributor/ Agent is required to send an acknowledgment of the receipt of purchase order, which is taken as an acceptance of the order by Publisher/ Distributor/ Agent. It should preferably be sent through e-mail.
- (iv) Books and journals, if found duplicate, will be returned within four weeks from the date of receipt of supply and the corresponding amount will be adjusted from the total bill at the time of payment.

17.

(a) Supply of books:

- (i) Only latest and economical editions/ soft bound/ paper bound books and journals are to be supplied, if not otherwise specified.
- (ii) All documents including publisher's invoice, in case of books and journals where the price is not printed on the book/ journal, shall be submitted by the Publisher/ Distributor/ Agent in support of price verification. Under no circumstances, the copy of the books and journals in Print or such bibliographical list or third party invoices reflecting the price of the book/ journal will be acceptable to the AUD in support of price verifications.
- (iii) The Publisher/ Distributor/ Agent should certify in the invoice/ bill that the latest editions have been supplied and current prices are charged and no hard bound/ cloth bound edition has been supplied, if economical edition/ soft bound/ paper bound edition of the books and journals are available.

(iv) The Publisher/ Distributor/ Agent shall submit the approval memo containing the complete bibliographical details of the document(s) in original along with electronic file in AUD prescribed format only (in excel). The Publisher/ Distributor/ Agent should ensure that name, designation and department of recommending authority are clearly mentioned on the approval memo.

(v) The Publisher/ Distributor/ Agent shall also submit the publisher invoice/ supporting documents as a price proof for supplied titles in electronic format along with one set of hardcopy to AUD Library.

(b) **Supply of Journals:**

(i) The Distributor/Agent will submit the remittance details of the journals to AUD along with copy of draft/ cheque submitted by him to the publisher within four week of advance payment received.

(ii) The Distributor/Agent will register AUD as a subscriber to all the subscribed journals while remitting payment to respective publishers.

(iii) The Distributor/Agent will provide subscription number to the AUD.

(iv) The Distributor/ Agent will arrange to activate the online access of journals on AUD's IP address (IP address 14.139.235.3) and/or provide User ID and Password if the online access is included with the print subscriptions and/or online only subscription.

(v) Proportionate value of the unsupplied issues and SNS shall be refunded in full within 3 months of last issue published, even if publisher does not refund it. Missing issues to be settled within 3 months of the last issue published.

(vi) The Distributor/Agent will keep a track of supply of print journals to AUD and provide update of the same on regular basis.

(vii) Price quoted by the Distributor/ Agent in the proposal will only be accepted by AUD. In case the Distributor/Agent is forced to revise the price due to any changes in price by the publisher, He should bring it to the notice of the Librarian, AUD. The University will decide such cases on the merit of each case. If the price revision has been allowed, additional payment will be made only after receiving the copy of the publisher's quoted price.

18. Time Schedule for Supply of books and journals:

- (i) The supply of books and journals must ordinarily be completed within the 21 days.
- (ii) However, the Publisher/ Distributor/ Agent may seek additional time by sending a written request to the Librarian, AUD if the delivery is expected to be delayed due to circumstances beyond his/ her control.

19. Delay in the Publisher/ Distributor/ Agent's Performance:

- (i) The Publisher/ Distributor/ Agent shall deliver the books and journals at AUD Library within the time schedule specified in the contract.
- (ii) If the empanelled Publisher/ Distributor/ Agent(s) to whom the order has been placed fail to supply the entire order or any part of the order or not provide online access on receipt of order within the stipulated time frame, without providing satisfactory justification for such delay, the empanelled Publishers/ Distributors/ Agents will be charged with liquidated damages up to 10% of the cost of the order.
- (iii) Thereafter, AUD reserves the right to cancel the order and/ or black list the empanelled Publisher/ Distributor/ Agent after providing it an opportunity to represent its side. In addition, the security deposit will be forfeited.
- (iv) The decision of accepting supply of cancelled titles is at the sole discretion of AUD and decision of the competent authority of AUD shall be final in this regard.

20. Penalty: In the event of the Publisher/ Distributor/ Agent failing to:

- (a) Observe or perform any of the conditions of the purchase order as set out herein; or
 - (b) Execute the order in good condition to the satisfaction of AUD or by the time fixed by AUD.
- (i) It shall be lawful for AUD, in its discretion, in the former event to remove or withhold any part of the order, until such times as it may be satisfied that Publisher/ Distributor/ Agent is able to do and will duly observe the said conditions and in the latter event to reject or remove as the case may require any order executed otherwise than in a good condition and to the satisfaction of AUD and by the time fixed by it and in both or either of the events aforesaid to make such arrangements as it may think fit for the execution of the order so removed or order in lieu of that so rejected or removed as aforesaid on account and at the risk of the Publisher/ Distributor/ Agent.

(ii) Provided further that if in either event, any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, AUD may charge the amount of such excess cost to the Publisher/ Distributor/ Agent and the same may at any time thereafter be deducted from any amount that may become due to the Publisher/ Distributor/ Agent under this or any other contract, or maybe demanded of him to be paid within fourteen days to the credit of the AUD.

(iii) In the event of discovery of any error or defect due to the fault of the Publisher/ Distributor/ Agent at any time after the delivery of books and journals ordered, the Publisher/ Distributor/ Agent shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by AUD. In the event of the delivery of any defective item, which owing to urgency or for any other reason cannot be wholly rejected, AUD shall have the power to deduct from any payment due to the Publisher/ Distributor/ Agent such sum as it may deem expedient.

(iv) **Books** : If the Publisher/ Distributor/ Agent fails to deliver any or all of the books or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/ Consignee shall, without prejudice to other rights and remedies available to the Purchaser/ Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 2.50% per week of delay or part thereof on delayed supply of Books until actual delivery or performance, subject to a maximum of 10% of the contract price. Once the maximum liquidated damages/ or a period of 28 days, whichever is earlier, are reached, AUD may consider termination of the contract.

(v) In the event of supply of books being wholly rejected, in addition to imposing 10% penalty, AUD may at its discretion may either:

(a) Permit the Publisher/ Distributor/ Agent to supply the same within such time as it may specify at Publisher/ Distributor/ Agent's own cost of all sorts i.e. materials, labour, overheads, transportation etc;

or

(b) Arrange to get the additional supply obtained elsewhere and by any other person or from any other source than the Publisher/ Distributor/ Agent/ Publisher/ Distributor/ Agent in which case the amount of extra cost, if any, shall be recovered from the contractor in the manner provided in sub-clause(b) of this clause.

21. Statutory Obligations.

(i) All statutory obligations under various laws from time to time shall be borne by Publisher/ Distributor/ Agent for which no extra payment shall be made at any time during the contractual period.

(ii) The Publisher/ Distributor/ Agent shall at all times indemnify and keep indemnified AUD and its officers, employees, agents and students from and against all third party claims whatsoever and the Publisher/ Distributor/ Agent shall at his own cost and initiative at all time, maintain all liabilities under Labour Laws and/or any other relevant Industrial Legislation, which is in force from time to time.

22. Termination of the Contract:

(i) The Contract can be terminated by either party, i.e., AUD or the Publisher/ Distributor/ Agent, after giving three months' advance notice to the other party extendable by mutual agreement till alternate arrangements are made.

(ii) AUD may terminate the contract without any notice in case the Publisher/ Distributor/ Agent commits a breach of any of the terms of the contract. AUD's decision that a breach has occurred will be final and shall be accepted without demur by the Publisher/ Distributor/ Agent.

23. Subletting of Work:

The Publisher/ Distributor/ Agent shall not assign or sublet the work or any part of it to any other person or party.

24. Right to Call upon Information Regarding Status of Supply:

AUD has the right to call upon information regarding status of supply at any point of time.

25. Terms of Payment:

(i) The Books and journals are to be supplied by the Publisher/ Distributor/ Agent at AUD Library on specified address.

(ii) Payment shall be made through NEFT transfer only.

(iii) AUD shall be at liberty to withhold any of the payments in full or in part, subject to recovery of taxes or penalties mentioned in preceding paras.

26. Force Majeure:

(i) For purposes of this clause, Force Majeure means an event beyond the control of the Publisher/ Distributor/ Agent and not involving the Publisher/ Distributor/ Agent's fault or negligence and which is not foreseeable.

(ii) Such events may include, but are not restricted to, acts of the Publisher/ Distributor/ Agent either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

(iii) If a Force Majeure situation arises, the Publisher/ Distributor/ Agent shall promptly notify the purchaser in writing of such conditions and the cause thereof within fourteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the Publisher/ Distributor/ Agent shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

27. Arbitration:

(i) If dispute or difference of any kind shall arise between the AUD and the Publisher/ Distributor/ Agent in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

(ii) If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the sole arbitrator, to be appointed by the Vice Chancellor, AUD at Delhi as per the provisions of the Indian arbitration and Conciliation Act, 1996 and the rules framed there under. His/ Her decision will be final & binding on both the parties. The venue of arbitration shall be Delhi, India.

28. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in the National Capital Territory of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and the Court within NCT of Delhi will have jurisdiction to the exclusion of all other Courts.

Annexure I**Technical Bid**

Advertisement No. and Date			
Wish to Supply		Books – Yes/ No	Journals– Yes/ No
Name of the Proprietor/Partner/Director:			
Name of the Publisher/ Distributor/ Agent (with complete postal address, fax, telephone, mobile number, email): (Email and Mobile number are necessary):			
Year of starting of the Publisher/ Distributor/ Agent:			
GST Registration No. (upload copy)			
PAN/TAN No. (upload copy)			
Member of the Publishers' Associations (upload copy of membership proof):			
Annual Turnover certified by Chartered Accountant for (Please upload IT returns and certified copies of balance sheet indicating turnover for the last three years)			
Financial Year	2016-17	2017-18	2018-19
Turn Over			
Important University Level Clients (upload at least one copy of the latest purchase Order from each of them and letters of appreciation):			
Please furnish an undertaking as per Annexure II on your company letter head that you have not been debarred/ blacklisted from any Govt., Semi Govt, Aided, University or any other institution/ department.			
Major Publishers represented :			

Important Subject Areas:	
Languages you are dealing with:	
Application fee of Rs. 2,000/- in favour of "Registrar, Ambedkar University Delhi" Draft No. & date	
EMD of Rs. 10,000/- in favour of "Registrar, Ambedkar University Delhi" Draft No. & date	

Annexure II

Financial Details

Sl. No.	Item	Base Level Discount fixed by AUD	Discount Offered by the Publisher/Distributor/Agent
1	Hindi Medium Books & Journals	30%	

Check list

Sl. No.	Check list of documents/ Undertakings ?	YES/ NO	Remarks (Give explanation if answer is NO)
1	Are copy of demand draft/ banker's cheque for a sum of Rs 10,000/- towards EMD and Rs. 2000/- towards application fee, uploaded?		
2	Is copy of GST No. uploaded?		
3	Is copy of PAN No. uploaded?		
4	Is copy of membership certificate of the Publishers' Associations uploaded?		
5	Are details of the Annual Turnover and filing tax returns, certified by Chartered Accountant for the last three financial years uploaded?		
6	Are at least one copy of the latest purchase Order from each of the Important University Level Clients with letters of appreciation uploaded?		
7	Is undertaking certifying that the Firm is not black listed signed as per Annexure II and uploaded?		
8	Have all uploaded documents been duly signed on each page ?		

Place :

Signature of the Proprietor/ Authorized Signatory

Date :

Rubber Seal indicating complete address

UNDERTAKING

It is certified that I/ my Firm/ Agency/ Company has never been **black listed/ placed in defaulter category** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government and no criminal case is pending against the said Firm/ Agency as on

_____.

Signature of the Publisher/ Distributor/ Agent

Name of the Signatory _____

Name of the Publisher/ Distributor/ Agent

Seal of the Publisher/ Distributor/ Agent

Place:

Date: _____

Agreement to be signed for supply of Library Books and Journals

<Stamp paper of requisite amount>

Agreement for empanelment of Publishers/ Distributors/ Agents for supply of books and journals (Hindi Medium only) to AUD Library

This agreement is made on _____ 2019 between the Dr B. R. Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 hereinafter referred to as "AUD", and M/s _____, a Publisher/ Distributor/ Agent with office at _____, hereinafter referred to as "Contractor",

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the Contractor has submitted a proposal for providing total solution for supply of books and journals to AUD Library as per the terms and conditions mentioned in the AUD request for proposal (RFP) issued vide No. AUD/_____. Whereas such RFP has been accepted and the Contractor has deposited with the issuing Authority the sum of Rs. 15000/- (Rupees fifteen thousand only) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The Contractor has accepted the contract on the terms and conditions set out in the RFP notice no. _____ dated _____, which shall hold good during period of this agreement.
2. Upon breach by the Contractor of any of the conditions of the agreement, the AUD may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of AUD to claim damages for antecedent breaches thereof on the part of the Contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfill the agreement as certified in writing by the AUD, which certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the AUD.
3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be

returned to the Contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the AUD may cancel the contract at any time upon giving one month's notice in writing without compensating the Contractor.

5. The AUD may give notices in connection with the contract. In consideration of the payments to be made by the AUD to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the AUD to provide the services and to remedy defects therein conformity in all respects with the provisions of the contract.

6. The AUD hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. If subject to circumstances beyond control (Force Majeure) the Contractor fails to deliver the services in accordance with the conditions mentioned in the RFP, the AUD shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

8. In the event of action to be taken, the Contractor shall be liable for any losses, which the AUD, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:

For and on behalf of
Dr B. R. Ambedkar University Delhi

Authorised Signatory

Witness 1 _____

Witness 2 _____

For and on behalf of
M/s _____

Authorised Signatory

Witness 1 _____

Witness 2 _____