

## **OFFICE OF THE PRINCIPAL**

**GOVERNMENT DEGREE COLLEGE, BANIHAL (J&K)**

M No (O): 9419993725 Website: [www.gdcbanihal.co.in](http://www.gdcbanihal.co.in) E-mail: [gdc.banihal@yahoo.com](mailto:gdc.banihal@yahoo.com)

No: GDC/BN/Estt/2023/359

Dated: 30/05/2023

## **Expression of Interest**

Applications are invited from reputed book suppliers/vendors/publisher/registered members of the Association of Indian Publishers and Book Suppliers (AIPBS) and also registered under UTN National Level Publishers Distributors and Suppliers to offer maximum possible discount rates for the supply of Text Books, Reference Books and periodicals for the college library. Applications should reach the office of the Principal by or before 16<sup>th</sup> of June, 2023 by hand or by post. Terms and Conditions can be downloaded from the official website of the college <http://www.gdcbanihal.co.in> or obtained from the office of the undersigned during office hours.

*Sd/-*

*(Dr. Shalini Sharma)*

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Copy to: -

1. Deputy Director Information, Department J&K for publishing in two local newspapers.
2. I/c Website for uploading on college website

**Encl: 05 leaves**

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### **TERMS AND CONDITIONS**

#### **Eligible Participants for Empanelment:**

The firm which applies for empanelment should fulfil the following conditions for eligibility:

1. The firm should possess a PAN number (please attach self attested documentary proof)
2. The firm shall attach a proof of up to date income tax clearance certificate issued by the income tax department along with Address proof. (Please attach self-attested documentary proof).
3. The firm should be registered in Good Offices Committee (GOC/Federation of Publishers & Book Sellers association of India (FPBAI) or any other State / National Association(s) of books suppliers. (Please attach self-attested documentary proof).
4. The firm should furnish a proforma and bank details in the formats given.
5. Absence of the any of the above mentioned documents will render the supplier ineligible for empanelment.

### **GENERAL TERMS AND CONDITIONS**

1. The period of empanelment will be for the financial year 2023-24 & 2024-25.
2. All the books shall carry a discount as per the agreed terms. Discount percentage shall be indicated both in figures as well in words.
3. Firm should agree to extend minimum of 15% flat discount on all types of books except Govt. Publications.
4. The college will provide opportunity to all the empanelled vendors to supply the books. In case any firm fails to supply the books within the stipulated time, the firm shall cease the opportunity to get another supply order. The College may empanel more than one Supplier and shall be free to purchase books through any one or more of them,
5. The College reserves the right not to empanel any supplier/ distributor/ publisher/vendor.
6. No Supplier/ distributor/ publisher shall have the sole right to supply books/ publications. Notwithstanding the discount rates so decided, the College shall have the right to procure books/ publications at a higher rate(s) of discount. The College shall have the right to procure books directly from other suppliers/ distributors/ publishers on the terms and conditions decided by Library Committee.
7. The College Principal's decision in all the matters of procurement Of books shall be final and binding on all the concerned.
8. The empanelment will be terminated/dropped/blacklisted:
  - a. if the vendor fails to deliver the 75% of the supply order (in terms of number of titles) during the year.
  - b. if the vendor provides any wrong or distorted information to the college.
9. The suppliers must acknowledge the receipt of an order within 4 days.
10. Vendors are bound to supply Indian publications within 15 days and foreign publications within 25 days from the issuance of the supply order.

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11. In the case of unsupplied titles, a certificate of non availability of that titles / books in the market from the publisher / distributor / Stockiest of the Publisher should be enclosed / produced within one week to the Institute.
12. If the ordered books are not supplied and required "Non-availability Certificate" of the ordered books is not furnished within one week by concerned supplier, 10% of the payment on account of unsupplied books of the particular order will be deducted from the bill(s) of the supplied books.
13. Supply of books beyond the stipulated date of delivery (including the extension granted, if any) will lead to a 5% penalty of the listed price on the Supplier.
14. Foreign publications, if available at special Indian/Asian price must be supplied at Indian/Asian price. The suppliers shall not supply any book for which an Indian/Asian edition is not available, except in special circumstances.
15. Only Goods Office Committee conversion rates should be followed for foreign books.
16. That only the latest editions of the books should be supplied to the college, unless ordered otherwise.
17. That wherever available, paperback books shall be provided instead of hardbound.
18. The vendor will have to give the following certificate on the bills: -
  - i. In case of foreign edition, a certificate would be required stating that "Indian reprint/edition is not published".
  - ii. When low price editions/paperback edition are not supplied a certificate would be required stating that "No low-price editions/paperback edition for the books [mentioned at S. No. I are available."
19. All orders shall be FOR GDC BANIHAL premises.
20. The books should be consigned to PRINCIPAL, GOVERNMENT DEGREE COLLEGE BANIHAL, JAMMU AND KASHMIR, PIN: 182146. by Speed Post Parcel/Registered Parcel/Courier/Person. Delivery by train is not accepted.
21. The costs of packing/ flight charges/ loading/ unloading etc. at the ends are inclusive and shall be borne by the supplier.
22. The prices should be correctly charged in accordance with publishers imprinted/ distributor's catalogue. The books of which prices are defaced, erased or changed with posting of printed labels will not be entertained.
23. That the bills in triplicate should be raised in the name of Principal Government Degree College Banihal, J&K, mentioning the order number and date, giving ISBN (if available), author, title, edition, name of publishers, year of publication and price.
24. Banker of the college is "Jammu and Kashmir Bank, Banihal, 182146"
25. All the payments will be made in Indian Rupees and the payment will be released on successful delivery and receipt of books in-acceptable conditions at the college library.
26. If a book supplied is a defective one or not as per order, it is to be lifted back by the supplier himself.
27. No interest would be payable on amount paid by the subscription agent to the publisher of a journal on account of delay in payment by the institute.
28. The certificate on the body of all invoices should be provided as "Certified that prices are according to the contract entered between the Suppliers and College".

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29. The price proof for all the books, except for the books with printed price, must be enclosed along with the bill in support of prices charged. Book suppliers have to attach documentary evidence i.e. a copy of original publisher's invoice duly signed by them for the price(s) proof in case of foreign/Indian publications where price of the book(s) is not printed. No other documents such as copy of Books in Print, website price, printed Catalogues price list, price proof issued by the local book suppliers or distributors will be entertained.
30. Price Fall Clause: The offer of the rates by the publishers/suppliers will be subject to the price fall clause i.e. if any item is offered by the supplier on lower rates to some other organization/institution, he shall forthwith notify such reduction or sale immediately to the Principal, GDC Banihal and such reduction will be automatically applicable to the college.
31. Force majeure: Any failure of omission or commission to carry out the provisions of the contract by the supplier shall not give rise to any claim by either of the party to contract, if such failure of omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, , hurricane or any pestilence or from civil strikes, compliance with any stature and /or regulation of the government, lockouts and strikes, riots, embargo or from any political or other reasons beyond the supplier's own control including war (whether declared or not ) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force majeure conditions.
32. The college reserves the right to select or reject any book without assigning any reason and the costly and very expensive titles shall invariably be obtained on competitive rates.
33. The college reserves the right to cancel an order at any time without assigning any reasons. The suppliers shall not be entitled to claim any compensation against any such termination.
34. The College reserves the right to change or modify or amend or substitute any clause(s) in the "Terms and Conditions", if required, at any time.
35. In case of any dispute, the same shall be resolved initially by the parties mutually within a period of two months. In case of failure to do so, it will be subject to jurisdiction of Banihal court only.

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### **GOVERNMENT DEGREE COLLEGE BANIHALPROFORMA FOR SUPPLY OF BOOKS**

Name (Block Letters) :

Name of the Firm :

PAN Number (Attach a copy) :

TAN Number (Attach a copy) :

GSTN Number (Attach a copy) :

Annual Turnover of the firm for the last three consecutive years with documentary evidence :

Address :

Phone Number :

Alternate Phone Number :

Residence Phone Number :

Email :

Details of Collaboration/  
Distributorship Agency of outstation & Foreign Publishers:  
Current membership No.(DSBPA/FIPBA/National/state level Associations) (mention membership numbers with documentary proof):  
Important Subject areas :  
Languages you are dealing with :

### **Declarations**

- I/We \_\_\_\_\_ (names of partners/proprietors or share-holders) do hereby declare that the entries made in this application form are true to the best of my/our knowledge.
- That I/we, \_\_\_\_\_ am/are not blacklisted by any
- Institution/Organization throughout India and abroad
- Any change in the above information shall be intimated immediately.
- I/We have carefully read the terms and conditions for registration and supply of books to the College and agree to supply books on the terms and conditions prescribed by the college.

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### **BANK DETAILS FOR RECEIVING PAYMENT THROUGH ELECTRONIC MODE (TO BE FILLED IN CAPITAL LETTERS)**

**Name of the account holder :**

**Telephone Number :**

**Complete address with pin code:**

**Email :**

**Bank name :**

**Bank branch name :**

**Bank branch IFSC Code :**

**Complete Account number :**

**Authorized signatory with stamp of the firm**