

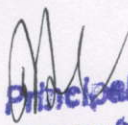
1. Eligibility Criteria for Empanelment

Suppliers who apply for empanelment must fulfil the following conditions for eligibility:

- a. Suppliers should be Registered Members of All India Booksellers & Publishers Association/ Federation of Publishers and Booksellers Association of India. Registration Certificate issued by Federation of Publishers and Book Sellers Association of India in favour of firm/s shall be verified by Tender Inviting Authority; Principal Govt. Degree College Uttersoo.
- b. The suppliers should not have been debarred / blacklisted during the last three years by any university/institute/college/government organization. Please furnish self declaration of an affidavit raised on non-judicial stamp paper of Rs. 100 (Rupees hundred only).

2. Instructions

- a. The response should be signed by an authorized signatory of the vendor bearing their full name, status, and signature along with the official seal of the firm.
- b. Incomplete forms will not be considered for the empanelment of the vendor.
- c. The conditional tenders shall not be accepted.
- d. At any given point, if any of the documents furnished by the vendors/suppliers are found to be false, it would be deemed to be a breach of terms of the contract, making the concerned firm liable for legal action, besides termination of empanelment and forfeiture of security deposit/CDR.
- e. This empanelment will be valid initially for the academic year and may be extended depending upon the satisfactory performance of the empanelled book vendor at the sole discretion of the College.
- f. The highest discount offered by a supplier shall be applicable to all other suppliers for empanelment. In this regard, the interested suppliers will have to sign an agreement with the Tender Inviting authority; Principal Govt. Degree College Uttersoo.
- g. All the empanelled suppliers are to submit the EMD, original copy of tender fee challan / receipt and duly signed copies of uploaded ITRs of last 03 years in the office of the Tender inviting Authority; Principal Govt. Degree College Uttersoo.


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3. Terms & Conditions

I General

The Principal, Govt. Degree College Uttersoo reserves the right;

- a. To approve or reject any or all the vendors, whose decision will be final in all cases regarding acceptance/ rejection / arbitration.
- b. To place a purchase order(s) with any vendor(s) from its empanelled list or others at any time.

II Purchase Orders

- a. The Principal will place a purchase order with the empanelled vendor.
- b. The purchase order will be placed to the empanelled vendor(s) with the list of titles/copies to be purchased, as finalized by the College.
- c. The supply of books has to be made as per the purchase order only.
- d. Sending an acknowledgement of the receipt of a purchase order, which is taken as an Acceptance of the purchase order, is mandatory by email only.
- e. Hard bound titles/Copies shall be acceptable if and only if paperback is not available for the title/Book AND ONLY 10% OF THE AMOUNT MENTIONED IN SUPPLY ORDER WILL BE ENTERTAINED after the prime approval of the college.
- f. Any clarification/ query regarding the purchase order should be sought from the College within three (3) days of receipt of the order.

III Time-frame for supply

- a. 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.
- b. The maximum time frame for supplying the books will be 1 week from the date of supply order. The delay in supply is not acceptable. In case of non-delivery of any book/reference, etc. mentioned in the supply order the reason for non-delivery must be valid and logical, mere quoting of "unavailable" will lead to forfeiture of the CDR.

IV Place of Supply

Supply must be F.O.R. College premises, without any additional transportation/postal/courier/other charges.

V Edition specifications

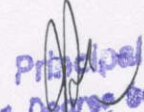
- a. The latest editions must be supplied. Remaindered editions will summarily be rejected. {Indian Editions, Low priced Editions, Economy Editions, South Asia Low Priced Editions of Foreign Books (if available) should be supplied}.
- b. Pirated Books are strictly prohibited. It leads immediate ban from empanelment and forfeiture of CDR.

VI Discount:

- a. All the books shall carry a discount as per the agreed terms. Discount percentage shall be indicated both in figures as well in words.
- b. In case of publications belonging to short discount or no discount categories (Government/society publications), a separate certificate to this effect should be given with the bill and original invoice should be kept with the bill.

VII Invoicing procedure and Conversion Rates

- a. The Invoice should bear the firm's PAN and GST No.


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- b. Bills must be submitted in triplicate and a revenue stamp should be affixed on the original bill and signed by an authorized signatory.
- c. An invoice should be raised favoring the Principal, Govt. Degree College, Uttersoo.
- d. Titles from different purchase orders should not be combined and should not be supplied in one Invoice.
- e. The prices in the invoice should be indicated in original currencies.
- f. In the case of foreign publications, the currency of the respective country of publication should be mentioned.
- g. The price of the book/document shall be as printed on the books.
- h. In the case of foreign books and those Indian books where the price is not printed on the book or a separate tag indicating the price has been affixed; the vendor shall submit supporting documents of the publisher's Invoice and catalogue in support/proof for price verification. 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. Documents such as copy of Books in Print, website price (other than publisher's website), price list / price proof issued by the local book suppliers or distributors will not be entertained.
- i. Only Goods Office Committee (GoC) conversion rates should be followed for foreign books.

VIII Undertaking

Every Invoice should certify the following:

- a. The prices charged in the Invoice are the actual, current Publisher's prices as billed to us; and are valid and correct.
- b. The prices charged are as per the publisher's latest catalogue.
- c. The latest editions have been supplied, and they are not remaindered titles.
- d. The books supplied against this purchase 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 at the supply destination free of cost.

IX Termination of empanelment

The College shall be at liberty to terminate the empanelment of an empanelled Vendor(s)/ supplier(s) without any prior notice and drop the said firm from its panel, which will result in forfeiture of the security deposit/CDR in case of occurrence of any of the following events:

- a. In case of breach of any terms of an agreement on the part of the vendor.
- b. If the vendor fails to supply any book(s) after the pre-order inquiry, it may cause termination of the vendor's empanelment.
- c. At any time, the information provided by the empanelled vendor in any form about publications, services, and related matters is incorrect and results in losses in any form to the College. The College shall also reserve the right to claim the amount of loss incurred by the College based on the available invoices submitted by that empanelled vendor(s)/supplier(s).

X Force majeure:

Any failure or omission to carry out the provisions of this contract/supply order by the supplier shall not give rise to any claim by the supplier and the Institute, one against the other, if such failure or omission arises from the act of God, which shall include all acts of natural

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calamities such as fire, floods, civil strike, compliance with any statute regulations of the Govt., lockouts and strikes, riots, embargoes, or from any political or other reason beyond control of supplier and their Indian agent including war (whether declared or not) civil war or state of insurrection, provided notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of any event which could be attributed to Force Maieure conditions.

XI Others

- a. The College reserves the right to change, modify, amend, or substitute any clause(s) in the "Terms and Conditions", if required, at any time.
- b. In case of any dispute, the same shall be resolved initially by the mutual parties within a period of two months. In case of failure to resolve a dispute mutually, it will be subject to jurisdiction of Anantnag court only.


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