



# NATIONAL INSTITUTE OF DESIGN, ASSAM Tocklai, Rajabari, Jorhat-785014 Assam

(NIDJ/2023-24/KMC/EMP/0948)

# **Expression of Interest**

For

"Empanelment of Vendors for Procurement of Print Books, and Periodicals (Print / Online) at NID, Assam."

# Tender Notice No: NIDJ/2023-24/KMC/EMP/0948



Subject: Notice Inviting Applications for Expression of Interest for Empanelment of Vendors for Procurement of Print Books, and Periodicals (Print/ Online) to NID Assam.

National Institute of Design, Assam (NID Assam) invites applications from eligible and reputed authorized book vendors for Expression of Interest for Empanelment of Vendors for procurement of Print Books, and Periodicals (Print/ Online) to NID Assam as given in the Schedule of Requirement of the tender.

Date & Time For:	:	Date and Time
Date, Time & Venue of Pre-bid Meeting	:	09-02-2024 & 15.30 hrs at KMC, National Institute of Design, Assam, Tocklai, Rajabari, Jorhat, Assam, Pin 785014
Tender Document Publishing Date	:	05-02-2024
Tender Submission Start Date	:	05-02-2024
Tender Submission End Date	:	26-02-2024
Last date of sending query through email related to the Tender document	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Last date of physical submission of documents as specified in the Tender document (Super scribing Name of work, Tender No., and Date/Time of Opening) in a separate sealed envelope with a complete postal address.	:	26-02-2024 up to 14.00 hrs
Date of Opening of documents	:	29-02-2024 up to 14.00 hrs
Address for submission of Hard Copies	:	Knowledge Management Centre National Institute of Design, AssamVill- Tocklai, PO-Rajabari Jorhat, Assam-785014

Detailed, Terms and conditions, Scope of work, various formats, and performa for submitting the proposal are described in this tender document and its Annexure's. For any query, please send email to library@nidj.ac.in or contact on Phone No. 0376-231-0108

Sd/-

Registrar(I/C) National Institute of Design, Assam

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#### 1. Introduction:

NID Assam invites Expressions of Interest (EOI) for the empanelment of vendors for the supply of Print books and periodicals (Print + Online) for the financial year 2024-25 & 2025-26. The vendors/suppliers must apply in the prescribed format attached. This empanelment will be valid from the date of final approval of the empaneled vendors list initially for two financial years 2024-25 & 2025-26 which may be extended for another year based on the performances.

#### 2. Eligibility Criteria and documents need to be submitted by the vendors for empanelment:

Interested vendors must fulfill the eligibility criteria and shall have to submit the following documents along with the application/form, which is a mandatory requirement for empanelment.

- 2.1 The vendor/ supplier must submit the application along with the undertaking (Annexure I, Annexure II for the supply of print books and Annexure III, Annexure IV for the supply of periodicals -print + online) on their letterhead.
- 2.2 The vendor should be one of the members of the Federation of Publishers' and Booksellers' Association in India (FPBAI) or Assam State Booksellers' and Publishers' Association or other state Booksellers' and Publishers' Association / other registered federations. Attachment of the document in support is required.
- 2.3 Suppliers/ Vendors should be members of registered national/state book trade federations like AIBP, FPBA, ASBPA etc.
- 2.4 The Suppliers/ Vendors should have registered with GOC (Good Office Committee)
- 2.5 Vendors must submit bank details on letterhead along with a canceled cheque.
- 2.6 The firms must have valid PAN and GST registration in India or any regulatory requirement in this region along with the address proof.
- 2.7 The average turnover of the last three financial years should be a minimum of 50 lakhs (Audited financial statement of the last three years should be submitted.
- 2.8 The vendor should have served with at least three libraries of educational institutes/Universities, Institutions of National importance such as NIDs, IITs, NITs, IIMs, and research institutions. Empanelment letters should be attached as evidence for this purpose)
- 2.9 The suppliers/ Vendors should be neither blacklised by any Government department nor should there be any criminal case registered/pending against the firm or its owners/partners anywhere in India. A certificate/undertaking to this effect should be submitted.

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Merely fulfilling the specified qualifying criteria does not ensure a supplier's inclusion in the panel. The Decision of NID Assam to empanelment shall be final and abiding. Incomplete application(s) in any manner will be rejected.

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#### 3. General terms and conditions for the supply of print books and periodicals (print/online)

- 3.1 Interested vendors/distributors/suppliers should send the application signed by an authorized signatory of the vendor(s) bearing his/ her full name & designation along with the official seal of the firm.
- 3.2 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.
- 3.3 Strict discipline is expected to be maintained concerning the application for empanelment. No canvassing or repeated communication should be made with the Institution failing to maintain this discipline, the applicant is liable to be blacklisted by the Institute.
- 3.4 The short-listed vendor(s)/ distributor(s)/ supplier(s) etc. for empanelment are required to agree to supply as per the "**Terms and Conditions**" of NID Assam.
- 3.5 The hardcopy of the EOI application with all supporting documents (duly signed & numbered) must reach the undersigned by 26-02-2024 up to 14.00 hrs
- 3.6 The registration as "Supplier/ Vendor" does not ensure the ordering of books. This will depend upon the requirement of the library & confirmation of supply by the vendor as and when requested by the library.
- 3.7 **Packing:** The books/ periodicals shall be **properly packed and delivered** at the supplier's expense & risk. Damaged books/ periodicals will not be accepted.
- 3.8 The supply of books/ periodicals will be at risk of the firm till its acceptance by the institute.
- 3.9 Quoting unrealistic rates concerning the available and applicable catalogue/market prices when calling proposals will be treated as disqualification and lead to cancellation of empanelment.
- 3.10 **Delivery:** Books/ periodicals shall be delivered to the following address without any additional cost:

Knowledge Management Centre National Institute of Design Assam, Rajabari, Jorhat 785014, Assam

3.11 The KMC Committee, NID Assam **reserves the right to place/cancel/split the order** amongst various suppliers without assigning any reason thereof.

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- 3.12 **Bill:** Pre-receipt bill(s) are to be submitted in duplicate (2 copies). **A revenue stamp should be affixed** on the original bill duly signed by an authorized signatory.
- 3.13 Invoice should be raised in favour of "National Institute of Design, Assam".
- 3.14 All entries on the bill should be typed in a format acceptable to the library.
- 3.15 Conversion rate in case of prices quoted in foreign currencies, GOC rate of conversion is applicable on the date of Invoice i.e. actual date of sending the consignment.
- 3.16 All pages of the relevant documents must be signed and stamped by the firm.
- 3.17The Library Committee will reserve the right to extend the tenure of the vendor beyond FY 2025-26 but not more than one year which depends only upon the satisfactory performance of the vendor as decided by the KMC committee.
- 3.18 The KMC Committee reserves the right to amend the terms and conditions for vendor ship, recommend or reject any or all the book vendors and the same is binding on the vendors. The decision of the KMC Committee will be final in all cases and no explanation will be given.
- 3.19All matters of dispute will be subject to the legal jurisdiction of the courts at Assam.
- 3.20 Any communication should be addressed to

Head Librarian, Knowledge Management Centre National Institute of Design Rajabari, Jorhat 785014, Assam

## 4. Important Terms and Conditions for the supply of print books

- 4.1 The vendor have to supply the ordered **Indian books within 45 days** and **foreign books within 60 days** from the date of issue of the purchase order. Failing which leads to cancellation of the order, and procedure to debar the vendor may be initiated.
- 4.2 **Payment:** All the payment will be made in Indian rupees (INR). 100% payment will be released only after the supply and acceptance of books by the institute in good condition.
- 4.3 **Discount:** The vendor should offer a maximum discount on published/printed prices for all books in English/ Hindi/other languages of Indian or foreign origin with a minimum discount of 20%.
- 4.4 The copyright year or year of the new edition/reprint/impression of the book will be the base for the calculation of the publishing year.
- 4.5 Unless otherwise specified, only the latest edition of the publication will be accepted.

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- 4.6 Unless otherwise specified, the Indian/paperback edition of a title should be applied, if available.
- 4.7 The books to be supplied must be new and in good condition without any defects/damage.
- 4.8 Books will be enquired through email only.
- 4.9 In case of the price of foreign Books, the vendor must submit both the original and discounted price in Indian Currency in the Bill/ Invoice.

#### 4.10 The bill should have quoted the following:

- i. The price has been correctly charged in accordance with the publisher's invoice/printed price.
- ii. The latest edition/ordered edition of the books have been supplied. No "Remaindered" title is supplied.
- iii. Ref. No & Date/ ISBN/ Author/ Title/ Publisher/ Currency/ Qty/ Price/ Gross/ Dis.(%) / Net Amount.
- 4.11 The vendor must submit the following price proof, duly certified and stamped, in support of the price charged:

#### i. In case of a foreign title:

- a. If the price of the book is not printed, the vendor must submit the publisher's invoice copy of the book as price proof.
- b. If a foreign title is exclusively distributed by any exclusive Indian distributor, then the vendor must submit a letter from the publisher/authorized exclusive distributor stating the same and the price of the book along with the invoice of the authorized exclusive distributor, as price proof.
- **ii.** In 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.
- 4.12 In case of foreign edition, a certificate would be required from the Supplier that "Indian reprint/edition is not published" for the title (Mentioned name of title).
- 4.13 **The books must be of the latest edition.** The paperback edition would only be supplied along with a certificate stating that "No latest edition for the book(s) [mentioned name of title(s)] is/are available."

## 5. Important Terms and Conditions for the supply of periodicals (Print/ Online)

5.1 The bidder should be a journal seller/ distributor/ vendor/ dealer/ executive/ preferred agent of

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the publishers. Please submit the currently authorized letters issued by the representative publishers.

- 5.2 In the event of suppliers/ distributors not being a publisher, they would provide a list of publishers to whom they represent.
- 5.3 **Payment:** All the payments will be made in Indian rupees. 30 % payment will be released in advance. However, the rest 70 % payment will be released in the mid of the year only after receiving 50% of the total number of periodicals ordered.
- 5.4 **Discount:** The vendor should offer discounts/concessional rates offered by the publisher, if any, and as admissible must be included in the proposal(s).
- 5.5 Any special offers provided by the publisher(S), such as access to e-journals against the print journal subscription, must also be included in the proposal(s).
- 5.6 Missing issues/ non-supplied journals and their refund thereof
  - NID Assam shall as usually claim issues from the empanelled agent(s) where supplies are to be arranged directly from the publisher(s).
  - The empanelled agencies will be entirely responsible for the refund of the subscription amount for non-supplied journal issues. The refund time may be extended if any confirmation is received from the publisher regarding the delay in publishing/ supply.
- 5.7 **Security Deposit:** The magazine/ Journal/ periodicals subscription vendor/ supplier/ seller/agent/distributor has to deposit the security money of 20000.00. The security money must be deposited to the account through DD/ Cheque in favour of NID Assam payable at Jorhat or Online transfer to the following account.

Account Holder Name: National Institute of Design, Assam

A/C No.: 40153013234

IFSC: SBIN0004460

Bank Name SBI, Branch: Gar Ali, Jorhat

The security deposit will be returned at the time of withdrawing membership from the empanelment list from the National Institute of Design, Assam or the security deposit will be refundable after completion of the tenure.

#### 5.8 The bill should have quoted the following:

• Ref. No & Date/ ISSN/ Title/ Publisher/ Currency/ Qty/ Price/ Gross/ Dis. (%) / Net Amount.

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## **6. Termination of Empanelment:**

i. In case, where it is established that the vendor has indulged in lapses/ violating the terms and conditions of the agreement or supplying old and remaindered books, overcharging the price of books/ resources and defaulting in supplying books even on an extended time limit without reasonable grounds and unsatisfactory service, the Institute shall allow the vendor to represent their side. In case the vendor fails to submit a satisfactory reply, the Firm/agency shall be liable for termination of empanelment (indulging blacklisting with/without the imposition of penalty/forfeiting of security deposit (As Decided by the Institute)

ii. In case of disputes and differences arising out or concerning the work, breach of any terms of the agreement, unsatisfactory/inefficient service on the part of the vendor, or at any time, if it is found that the information provided by the empanelled vendor(s)/supplier(s) without any prior notice, NID Assam reserves the right to claim the amount of loss, based on the available invoices submitted by that empanelled vendor(s)/supplier(s).

#### 6.1 Arbitration:

i. If dispute or difference of any kind shall arise between NID Assam and the vendor in connection with or relating to the contact, 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 Director, NID Assam as per provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed thereunder. His/her/its decision will be final &binding on both the parties.

The venue of arbitration shall be Jorhat Assam, India. Subject as aforesaid, the provision of the Arbitration and Constitution Act 1996 and any statutory modifications or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

## **6.2 Legal Jurisdiction:**

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



## **ANNEXURE-I**

# <u>REGISTRATION FORM FOR SUPPLY OF PRINT BOOKS</u> (to be submitted on Firm/ company/vendor's/ applicant's letterhead)

S/N			Particulars with signature	Page No
		Full Name		
1	Details of the Supplier/Vendor/ Firm:	Address		
		Email		
		Contact No		
		Website		
		Bookseller		
	Nature of Business	Suppliers		
2		Vendors		
		If others (Please specify)		
		Proprietary		
2	Type of	Ltd. Company		
3	Establishment	If others (Please specify)		
4	Date of Establishmen	nt		
		Full Name		

Email

Contact No

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		Website	
6	Book Seller Association Membership of last 5 years		Yes/No
7	50 Lakhs turn over d	luring the last 5 years	Yes/No
8	Financial Turnover (	Per Anum):	Yes/No
		Bank Name	Yes/No
9	Bank details (to be submitted in	Branch address	
	attached format)	IFSC Code	
		Account Number	
10	PAN Details	number	
10	PAN Details	PAN holder name	
11	GST Details	number	
12	TAN number		
13	TIN number		
14	Service Tax No		
15	Copy of IT return submitted		
16	Copy of Trade Licence		
17	Are you a registered member of GOC (Good Office Committee)?		Yes/No
18	List of publishers represented by the firm, if the firm is a distributor.		Yes/No
19	List of universities and research institutions which are regular clients of the firm.		Yes/No
20		and conditions prescribed by by the proprietor of the firm.	Yes/No

I/ We confirm the acceptance of all the conditions laid down by the National Institute of Design, Assam authority for registration as a library Book supplier. The supporting documents for the abovementioned data has been attached.

Place:	
Date:	Authorised Signatory with Sea



## **ANNEXURE II**

## **UNDERTAKING FOR SUPPLY OF THE BOOKS**

I/ we undertake that:

- 1. I/We shall participate actively in the supply of the books to NID Assam.
- 2. The information given above is correct. Any change in the above information shall be intimated immediately.
- 3. I/We have carefully read the terms and conditions for the registration and supply of books to National Institute of Design, Assam (NID, Assam) and agreed to supply books to the Institute.
- 4. I/ We shall be liable to action as deemed fit by the Institute for any misrepresentation or suppression of facts, malpractices if any, adopted by the firm or its employees whenever such acts are noticed.

Signature	
Name:	
Date:	
Place:	



## **ANNEXURE-III**

# <u>REGISTRATION FORM FOR SUPPLY OF PERIODICAL(PRINT/ONLINE)</u> (to be submitted on Firm/ company/vendor's/ applicant's letterhead)

I/We				the pro	oprietor(s	s) oth	ers (Please
specify)		. of	the	firm/company	submit	the	following
particul	ars of the firm for registration as periodical	suppli	ers to	NID Assam.			
S/N			Partic	culars with signa	iture		Page No
	- 41.5						

D/11			Turticulars with signature	1 450 110
Details of the Supplier/Vendor/ Firm:	Full Name			
		Address		
		Email		
		Contact No		
		Website		
		Bookseller		
		Suppliers		
2	Nature of Business	Vendors		
		If others (Please specify)		
	Type of Establishment	Proprietary		
3		Ltd. Company		
		If others (Please specify)		
4	Date of Establishment			
	Details of the proprietor	Full Name		
5		Address		
		Email		
		Contact No		
		Website		

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6	Book Seller Association Membership of last 5 years		Yes/No	
7	50 Lakhs turn over during the last 5 years		Yes/No	
8	Financial Turnover (Per A	num):	Yes/No	
		Bank Name	Yes/No	
9	Bank details (to be submitted in attached format)	Branch address		
	Tormut)	IFSC Code		
		Account Number		
1.0	DAND . "I	number		
10	PAN Details	PAN holder name		
11	GST Details number			
12	TAN number			
13	TIN number			
14	Service Tax No			
15	Copy of IT return submitted			
16	Copy of Trade Licence			
17	Are you registered member of GOC (Good Office Committee)?		Yes/No	
18	List of publishers represented by the firm, if the firm is a distributor.		Yes/No	
19	List of universities and research institutions which are regular clients of the firm.		Yes/No	
20	Acceptance of terms and conditions prescribed by the Institute, signed by the proprietor of the firm.		Yes/No	
21.	Details of Security money (20000.00) deposited.		Yes/No	

I/ We confirm the acceptance of all the conditions laid down by the National Institute of Design, Assam authority for registration as a Periodical (Print/ Online) supplier. The supporting documents for the above-mentioned data have been attached.

Date: Authorised Signatory with Seal



## **ANNEXURE IV**

## <u>UNDERTAKING FOR SUPPLY OF PERIODICAL(PRINT/ONLINE)</u>

I/ we undertake that:

- 1. I/We shall participate actively in the supply of the periodicals (Print/ Online) to NID Assam.
- 2. The information given above is correct. Any change in the above information shall be intimated immediately.
- 3. I/We have carefully read the terms and conditions for the registration and supply of periodicals to National Institute of Design, Assam (NID, Assam) and agreed to supply periodicals to the Institute.
- 4. I/ We shall be liable to action as deemed fit by the Institute for any misrepresentation or suppression of facts, malpractices if any, adopted by the firm or its employees whenever such acts are noticed.

Signature	Seal
Name:	
Date:	
Place:	