



श्री माता वैष्णो देवी विश्वविद्यालय

Shri Mata Vaishno Devi University

Prof. N.K. Bansal Memorial Library

SMVD University, Kakryal-182320, Katra (J&K)

01991-285524 Extn. (2741,2742), 01991-285729

www.smvdu.ac.in

No. SMVDU/LIB/2024/2784

Date: 30th April 2024

NOTICE INVITING TENDER

Sub: Empanelment of Publishers/ Distributors/ Agencies/ Firms for procurement of Print Periodicals (National + International) for the "Prof.N.K.Bansal Memorial Library" of Shri Mata Vaishno Devi University, Katra.

Sealed tenders are invited from reputed, experienced and financially sound Publishers/Distributors/Agencies/Firms for supplying Print Periodicals on the subjects of Architecture & Landscape Design, Computer Science & Engineering, Electronics & Communication Engineering, Electrical Engineering, Civil Engineering, Energy Management, Biotechnology, Mechanical Engineering, Languages and Literature, Business & Economics, Physics and Mathematics.

1. The tendering firms should be presently in the business of providing the above Periodicals to Libraries/Institutions at least for the past three years and should have a minimum average turnover of Rs. 50 Lakh per annum during the last three years.

2. Tender Fee:

A Tender Fee of Rs.1000/- (non-refundable) will be charged. The fee in the form of Bank Draft/Pay Order in favour of Registrar, Shri Mata Vaishno Devi University payable at Kakryal, Katra should be enclosed in a separate cover along with the Technical Tender. On the cover "Tender Fee" may be neatly written;

3. Contract Period:

The contract will be valid for a period of **One year** from the date of award of contract, which may be extended by mutual consent subject to the terms and conditions attached.

4. Submission of Tender Documents:

i. Tenders are invited under Two Bid system as detailed below;

- a. Envelope (A) should contain DD/Pay Order of Rs 1000/- payable to "Registrar, Shri Mata Vaishno Devi University, Kakryal-182320, Katra (J&K)" towards cost of tender documents and Technical Tender as per Annexure II along with Earnest Money Deposit of Rs 25,000/- through online mode. All the Annexures (except Annexure VII-Financial Tender) and terms and conditions duly signed should be attached with Technical Tender. The envelope should be sealed and super scribed "Envelope A-Technical Tender".

1/4/24

- b. Envelope (B) duly sealed should contain Financial Tender as per Annexure VII. The envelope should be sealed and super scribed as "Envelope B-Financial Tender".
- ii. All the envelopes i.e. Envelope A and Envelope B are to be placed in the main sealed envelope super scribed as "TENDER FOR SUPPLY OF PRINT PERIODICALS FOR "Prof.N.K.Bansal Memorial Library", SMVD University.
- iii. The Tenders may be sent through Speed/Registered post to "Registrar, Shri Mata Vaishno Devi University, Kakryal-182320, Katra (J&K) so as to reach by the stipulated date and time.
- iv. The last time & date of receipt of the Tender documents through Speed/Registered post will be up to 3 PM on 22/05/2024.
- v. Tenders received after the last date and time will not be accepted. Registrar SMVDU will not be responsible for any Postal delay or delay on the part of courier service etc..

6. Opening of Tenders and Evaluation:

- (i) Tenders will be opened by the 27th May 2024 at 4:00 PM at the office of Registrar, SMVDU in the presence of authorized representatives of tenderers who may wish to be present.
- (ii) Tenders not accompanied by Tender Fee of Rs 1000/- will not be considered for evaluation. In the first stage only Technical Tender will be opened immediately after opening the main envelope and evaluated. Tenders not accompanied by EMD will be summarily rejected and Technical Tender of such bidders will not be evaluated. Subsequently Financial Tenders of only those tenderers who qualify as Successful/Evaluated tenderers on the basis of Technical tenders shall be opened and considered for award of contract for supply of Print Periodicals to the University.
- (iii) The tenderers, whose Technical tenders are accepted, and are evaluated as qualified will be informed about the date, time and venue of the opening of financial tenders. Financial tenders will be opened in the presence of representative of the tenderers who may wish to be present. Thereafter Financial tenders will be evaluated and successful tenderers will be informed.
7. The competent authority of the University reserves the right to accept or reject any/all tenders without assigning any reason, thereof.
8. The tenderers should not have been blacklisted by any Government authority/ University and should provide an under taking on non-judicial stamp paper attested by a Notary in this regard.
9. Tenderers should ensure that all the pages of tender document are properly numbered in continuous order and that an Index is provided to the tender document for quick reference to the requisite documents.
10. Tenderers are requested to read the terms and conditions as laid down in Tender Documents, before offering their bids.

The detailed Tender document is available on the University website: www.smvdu.ac.in
Prospective Bidders may visit the website.

Details of Tender

S.No.	Description	NIT details
1	University Name	Shri Mata Vaishno Devi University
2	Name of Department	Prof. N.K. Bansal Memorial Library
3	Tender No.	
4	Tender Subject	Empanelment of Publishers / Distributors / Agencies / Firms for procurement of Print Periodicals for "Prof.N.K.Bansal Memorial Library", SMVDU
5	Tender type	Two Bid System
6	Earnest Money Deposit	EMD Rs. 25,000/- (Rupees Twenty Five Thousand Only) to be deposited through online mode only (RTGS/NEFT). The bank details are given below: Account Name: SMVDU Retention Money A/C Account Number: 0477040520000029 Bank Name and Branch: J&K Bank, SMVDU IFS Code: JAKA0SMVDUN (The proof of payment must be enclosed with Technical tender.)
7	Tender Fee (non-refundable)	Rs.1000/- (Rupees One Thousand only) in the form of DD/Pay Order payable to "Registrar, Shri Mata Vaishno Devi University, Kakryal-182320, Katra (J&K)"
8	Availability of Tender document	Detailed Tender Document with terms and conditions, etc. can be obtained from the office of the Faculty Incharge, Prof.N.K.Bansal Memorial Library, SMVDU, Kakryal, Katra-182320 J&K against payment of Rs.1000/- (Rupees One Thousand only) in the shape of Demand Draft payable to "Registrar, SMVD University, Kakryal, Katra (J&K)182320. However detailed tender document can also be downloaded from our website www.smvdu.ac.in
9	Contract Period	1 Year
10	Validity of Tender	90 days from the last date of submission
11	Tender Inviting Authority	Registrar, Shri Mata Vaishno Devi University, Kakryal-182320, Katra (J&K)
12	Contact Details	01991-285524(Extn. 27141,2742) 01991-285729

Ma/Dr.



श्री माता वैष्णो देवी विश्वविद्यालय

Shri Mata Vaishno Devi University

Kakryal, Katra -182320, J&K, 01991-285535, 285634, Fax: 01991-285573

e-mail : librarian@smvdu.ac.in

No. SMVDU/ LIB /24/ 2784

Date: 29th Apr, 2024

BOQ Specifications Document for Technical TENDER

Sub: Empanclment of Publishers/ Distributors/ Agencies/ Firms for subscription of Print Periodicals (National & International) for the central Library at SMVDU, Katra.

Shri Mata Vaishno Devi University, Katra, JK UT (SMVDU) invites tenders from reputed, experienced, and financially sound Vendors / Suppliers for the Supply Print Periodicals to SMVDU, Katra, JKUT. Interested Vendors / Suppliers meeting the eligibility criteria as per the Tender document may submit their Tenders for the Supply of Print Periodicals to SMVDU, Katra, JKUT, complete in all respects. Tender Document can be downloaded from the official website:www.smvdu.ac.in

Tenders submitted with incomplete information or information not in conformity with the Tender Documents will summarily be rejected. While submitting the Tenders, the Tenderer must exercise utmost care to fill up the tender in all respect as per the specified terms and conditions.

The tenderers are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the tenderer from the tender exercise.

In case, the last date of receipt of tender and/or the day of the opening of tender is declared as a Public Holiday or there is non-functioning of the Institute due to any unavoidable reason, the next working day will be treated as a day for the purpose at same time. No separate intimation will be given.

1) **Background:**

Shri Mata Vaishno Devi University(SMVDU) has been established under THE JAMMU AND KASHMIR SHRI MATA VAISHNO DEVI UNIVERSITY ACT, 1999, an Act of the J&K State Legislature (ACT No. XII of 1999 dated 12th May 1999) as an autonomous, highly Technical & fully Residential University. The University wishes to invite sealed tenders from reputed, experienced and financially sound Publishers / Distributors / Agencies / Firms for supplying Scientific/ Technical/ Social/ Philosophical and Literature Periodicals (National and International) on the subjects of **Architecture & Landscape Design , Computer Science & Engineering, Electronics & Communication Engineering, Electrical Engineering, Civil Engineering, Energy Management , Biotechnology, Mechanical Engineering Business & Economics, Physics and Mathematics.**

2) **Scope of Work:**

To Supply the Print Periodicals as per requirement and instructions of SMVDU Katra at following location:

Faculty I/c Prof. N.K.Bansal Memorial Library

Shri Mata Vaishno Devi University

Kakryal, Katra-182320, JK UT, 01991-285535, 285634, Fax: 01991-285573

Library: 01991-285729 (2741, 2742)

Handwritten signature or mark.

3) Eligibility Criteria: Eligibility Criteria for Tenderer is as under:

- a) Should be a member of the Federation of Publishers' and Booksellers' Association in India (FPBAI) and other state Booksellers' and Publishers' Association/other registered federations registered with State/Central Government
- b) Agency must be an authorized distributor/dealer/supplier of the Print Periodicals from leading publishers. The supplier shall have to furnish the proof for holding a direct account with the publisher. (Enclose List of Publisher holding Direct Account).
- c) Should be registered with GST Authority and have valid GST number, if applicable
- d) Preferably be empanelled with various Govt. establishments/ University/Libraries.
- e) Should have valid PAN Number, if applicable.
- f) Should be a supplier of Print Periodicals (National and International) to various Universities/Research Institutes etc at least for the past three years
- f) Should have an average annual turnover of Rs 50 lakh per annum for the last three years.
- g) Should have a sound financial standing to successfully fulfill the supply orders placed with them.
- h) The Tenderer should not have been blacklisted /banned by any Government organization or University and should provide an under taking on non-judicial stamp paper attested by a Notary in this regard.

4) Documents to be submitted: The tenderer shall submit following documents with Technical Tender:

- a) Copy of PAN Card in the name of Agency/ Publisher/ Firm, if applicable
- b) Copy of GST registration Certificate in the name of Agency/ Publisher/ Firm, if applicable
- c) Copy of Income Tax Return (ITR) for the last three years.
- d) Name and address of bankers with satisfactory bankers report regarding Tenderer financial capability for doing business worth Rs _____ only) at a time.
- e) Copy of balance sheet along with audit report for the last three years i.e., 2020-21, 2021-22 & 2022-23
- f) Documents in support of at least three years' experience in supply of Scientific/Technical Journals / Periodicals (Indian and foreign) to University libraries, Government of India / State Government libraries/Research Institutes etc. (Attach Certificates from two libraries served).
- g) Earnest Money Deposit (EMD of Rs.25000/- through online mode.
- h) Name and Address of clients to whom the Print Periodicals(National & International) have been supplied by the Tenderer during the last three years along with copy of their supply orders. Documents in support of successful completion /fulfillment of supply orders.

5) Earnest Money Deposit: EMD Rs. 25000/- _____ Only) to be deposited through online mode only (RTGS/NEFT). The bank details are given below:

Account Name: SMVDU Retention Money A/C
Account Number: 047704052000029
Bank Name and Branch: J&K Bank, SMVDU
IFS Code: JAKA0SMVDUN

(The proof of payment must be enclosed with Technical Tender.)

Technical Tender without EMD would be considered as UNRESPONSIVE and will not be accepted. NSIC/MSME registered tenderer must submit a copy of valid NSIC/MSME Registration Certificate for exemption of EMD only. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the tenderer on the amount of the EMD. The public sector companies will not be exempted from submitting EMD until and unless they submit document pertaining to directives of Government of India in this regard of the Tender.

EMD of all unsuccessful vendor/supplier will be returned after finalization of the tender. EMD of the successful vendor/supplier will be automatically converted to Performance Security. The

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amount of EMD is liable to be forfeited if the Vendor/Supplier withdraws from the offer after submission of the tender.

6) **Performance Security:**

a) The EMD of the firm shall be automatically converted to Performance Security which would be returned on successful completion of the contract. In case of exemption of EMD, the successful tenderer is required to deposit an amount, equal to EMD through NEFT as security deposit, within 30 days from the date of award of contract.

b) Performance Security would be returned on successful completion of the contract. No interest shall be payable on performance security.

c) In termination of contract, performance security shall be forfeited, and the agency shall be blacklisted for such a period as decided by the competent authority in addition to termination of the contract.

7) The empanelment will be initially for One year which may be extended by another year by SMVDU after approval of the Competent Authority on the same terms & conditions through mutual consent.

8) The selection of the print Periodicals (National and International) would be at the sole discretion of the Library Purchase Committee, SMVDU, Katra. The mere empanelment does not oblige the University to select Print Periodicals (National & International) from the Publishers/Distributors/Agencies/Firms.

9) SMVDU reserves the right to place part orders for various publications based on their offers of Discount after approval of the Competent Authority.

10) Conditional offers will not be accepted.

11) All entries in the Technical tender in the Performa at Annexure II should be legible. There should be no overwriting. However, cutting, if any, in the Technical Tender must be initialed by the person authorized to sign the technical tenders.

12) There should be no overwriting or cutting in the price tender. All figures should be written in both words and figures.

13) All columns in Annexures should be filled up and no column left blank. Tenders found incomplete in any respect will be rejected out-rightly.

14) Successful tenderer will be required to enter into an agreement /contract/Terms & Conditions within 15 days of offer made to them by the University. Failure to do so will result in forfeiture of EMD and Cancellation of empanelment.

15) Vendor should follow the following conditions while supplying Print periodicals(National & International).

- Only new issue must be delivered
- Latest issue of the volume of a title should be supplied, unless mentioned otherwise.
- Paper back issue of the print periodical should be supplied unless specified otherwise.
- Indian issues of the print periodicals should be supplied, unless mentioned otherwise.
- Photocopy of periodicals are strictly prohibited. It leads immediate ban from empanelment.

AWARD OF CONTRACT

The SMVDU Katra is not bound to award contracts at the highest (Percentage discount) price received in the Tender & reserves the right to decide on fair and reasonable price of the services/goods tendered for any counter offer the same to the tenderer. All other T&C of tender shall remain operative even if a counteroffer rate is offered to the tenderer.

1) SMVDU Katra reserves the right to engage one or more agencies at a time. One or more agencies may be

- empanelled through this tender. Those agencies who accept the offer will be empanelled for supply of Print Journals/Periodicals from time to time to SMVDU Katra.
- 2) The Successful Tenderder should accept the offer within 10 days from the date of receipt of "Letter of Offer" failing which the offer will be cancelled.
 - 3) In case the successful tenderder backing out before/after actual award or execution of agreement or declines the offer of contract, for whatsoever reason(s), SMVDU Katra will have right to forfeit the EMD/Performance security.
 - 4) It is clearly understood by parties that no financial liability of any type is created by issuance of letter of empanelment.
 - 5) The Institute does not guarantee any minimum business or assignment which will depend on the requirements, financial resources available and your performance.
 - 6) SMVDU Katra reserves the right to modify/change/delete/add any further terms and conditions prior to the issue of work order.

Terms and Conditions

1. **Period of Contract:** The contract period will be One year from the date of issue of contract, which may be further extended by mutual consent on the same terms and conditions and rates at the discretion of SMVDU and approval of the competent authority. The discount percentage shall remain unchanged during the entire period of empanelment.
2. **Earnest Money Deposit:** Tenderer shall furnish along with their tender, Earnest Money of Rs. 25000/- /- through online mode. Failure of any Tenderder to furnish required Earnest Money Deposit along with his TENDER will result into the rejection of his tender. EMD of successful Tenderder will be converted to security deposit and the same shall be released only after completion of contract period. EMD in respect of unsuccessful Tenderder will be discharged /returned as promptly as possible after the expiry of the period of TENDER validity prescribed by the purchaser but not later than 30 days of the award of contract. No interest is payable on the security amount.
3. **Contract Agreement:** The successful tenderder shall be bound to execute an agreement on non-judicial stamp paper of Rs. 100/- (One hundred only). SMVDU reserves the right to amend the terms & conditions of contract by mutual discussions and shall be in writing. The amended terms and condition will form part of the agreement.
Sub-Contracting: The Contractor shall not assign, sub-contract or sub-let the whole or any part of the contract if in any manner. In case of an unavoidable circumstance, the contractor shall be able to do it with the approval of the Institute. However, the job shall be sublet only to the party approved by the institute.
4. SMVDU shall have discretion to give any order to any empanelled agency selected through tendering process and the other agency will not have to claim for the order.
5. The Institute will have the right to drop any Agency from the empanelled list without assigning any reason whatsoever. The Institute also reserves the right to modify the Terms and Conditions for empanelled Agencies.
6. The supplier shall have to furnish proof of the book prices along with the latest GOC copy. In case price manipulations are detected at any stage, the supplier shall be responsible for the same and the excess amount incurred shall be refunded by the suppliers.(NA)
7. All Print periodicals supplied should be as per bibliographic specifications supplied, and if the Journals/Periodicals are not found satisfactory the same will be sent back, and the expenditure will be

borne by the supplier.

8. The institution has the right to accept or refuse the supply in parts or full or cancel the order without assigning any reason.
9. The contract can be terminated at any time in case the services are not found to be satisfactory.
10. If Indian/foreign editions of the print periodicals are available in the market, the same should be supplied even if the foreign edition is mentioned in our order unless otherwise specified.(NA)
11. In the case of foreign publications of books/Print periodicals, the original prices in foreign currency shall be mentioned in the bill along with the prices charged in rupees as per conversion rate of TT Selling rate.
12. A vendor should acknowledge the receipt of the purchase order/supply order preferably by email, which is taken as an acceptance of the purchase order/ supply order/Terms & Conditions.
13. **Delivery:**
 - a) Periodicals (National and International) will be procured on standing order basis and therefore, should be supplied as soon as published or made available in the market (but not later than 30 days after their availability in the market).
 - b) Periodicals (National and International) received on approval basis will be finalized within 30 days of the receipt in SMVDU.
 - c) Periodicals (National and International) against all supply orders (except standing orders) placed by SMVDU will be supplied within 30 days of placement of supply order. In respect of Periodicals (National and International) to be imported from foreign publishers, the supply should be completed within 45 days of placement of supply order by SMVDU.
14. If more time is required for the supply of ordered title(s), the vendor has to inform immediately. If no communication is received from the vendor, then the supply order will automatically stand cancelled after the stipulated time.
15. Transportation costs, postal charges, transit insurance and applicable charges, if any, will be borne by the supplier. The supplier should preferably make the delivery through registered post/courier service or in-person.
16. Damaged Journals/Periodicals with missing pages shall under no circumstances be accepted by SMVDU and should be taken back by the supplier even after they have been stamped for accessioning.
17. In case of delay in delivery, the SMVDU may, at its option cancel the order and /or forfeit the EMD.
18. **Penalty Clauses:** For delayed supply, GeM norms shall be applicable.
19. **Price Scheduled and Payment Terms:**
 - a) Tenderer should quote rate of discount (in percentage) offered on publisher price in Annexure-VII. Registrar, SMVDU does not bind himself to accept any tender (in term of % discount) if it is unreasonable and also reserves the right of rejecting all or any of the tenders without assigning any reason.
 - b) For Journals/Periodicals the current bank exchange rate (TT selling rate) on the date of ordering shall be used for conversion of foreign currencies supported by a certificate issued by a scheduled bank and

countersigned by the supplier. All payments will be made in Indian rupees only through account payable cheque/Demand Draft/ Online RTGS /NEFT Transfer.

c) The net payable price will be the publisher's price minus discount offered and accepted by SMVDU.

20. **Billing and Payments:**

a) Bill/ Invoice in triplicate in the name of Registrar, SMVDU along with a pre-receipt with revenue stamp and signature of authorized signatory should be sent after supplying the materials. Full payment against supplies will be released only after the entire supply has been received in good condition and inspected to the entire satisfaction of the inspection committee, duly constituted for the purpose.(NA)

b) GOC currency conversion rates applicable on the date of invoice should only be followed and conversion rate must be mentioned in the bill. Vendor/Supplier must submit supporting document for conversion rate.

c) The contents of the Bill should include the following certificates:

* The Issues of the ordered titles supplied are the latest edition and supplier have to complete the volume

* Correct prices as per Publisher Catalogue have been charged.

* Conversion rates have been charged as per Bank rates/TT Selling rates.

d) The bill must contain the item number of the order against the title supplied.

e) No advance payment will be made to the Agency/Firm under any circumstances.(NA)

f) TDS/Income Tax etc. are to be deducted at source from the bills of service provider as per rule.

21. **Termination for default:** The purchases may, without prejudice to any other remedy or breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part, if the supplier fails to deliver any or all publications ordered to him within the time period specified in the contract, or if the supplier fails to perform other obligation(s) under the contract. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate undelivered Print Periodicals (National and International) and similar publications etc and the supplier shall be liable to pay for any excess costs incurred for such publications. However, the supplier shall continue performance of the contract to the extent not terminated.

22. **Force majeure:** If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by Force Majeure situation. The Agency/Firm shall be not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

1) For purposes of this clause, "Force Majeure" means an event beyond the control of the vendor and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Institute either in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

2) If a Force Majeure situation arises, the Vendor shall promptly notify the Institute in writing of such condition within 7 days from the date of occurrence thereof. Unless otherwise directed by the Institute in writing, the vendor shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3) Neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance.

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23. **Notices:** Any notice given by one party to the other pursuant to this contract order shall be sent to the other party in writing or by cable, telex, FAX or email and confirmed in writing to the other party's address.
24. **Risk Purchase Clause:** In event of failure of supply of the Print Periodicals within the stipulated delivery schedule, the purchaser has all the right to purchase the Print Periodicals from the other source on the total risk of the supplier under risk purchaser clause.
- Authority Placing the Supply Orders:** On award of rate contract on the basis of the Tender, the supply orders as and when required during the currency of the rate contract period shall be placed on the supplier by the Registrar/ a duly Authorized Officer of Shri Mata Vaishno Devi University as notified by the Registrar with the approval of the Competent Authority on the supplier. The Registrar/ Authorised Signatory reserves the right to place orders with more than one suppliers/tenderer by splitting the requirement to obtain maximum discount and in the interest of University.
25. **Rejection of Tenders:** The Registrar, SMVDU, Katra reserves the right to accept or reject any/all Tenderer without assigning any reasons, thereof; **The Technical Tenders without Earnest Money Deposit (EMD) will be rejected.** The Tendering firms/publisher should not have been blacklisted by any Government Organization/University; and should provide an undertaking on a non-judicial stamp paper duly attested by a Notary. Tenders of Blacklisted/banned Tenderer will not be considered. Registrar, SMVDU reserves the right to cancel the entire tendering process at any stage, before awarding the contract. University will not incur any liability to the effected Tenderer or any obligations on this account on any grounds or/ and purchaser's action. Registrar SMVDU is not bound to inform the reasons for his action to the affected Tenderer.
26. **Evaluation of TENDER:** Financial tender of only those will be considered who qualify technically.
- Financial Tender:** The purpose of the TENDER is to enlist Publishers/Distributor/Agencies for providing Print Periodicals (National and International) required by the University. **The Financial Tender will be assessed based on the discount offered by the Publishers /Distributors/ Agencies. The Tenderer (s) quoting/offering the highest discount percentage for a particular publisher will be empanelled.** It is clarified that the purpose of the tender is to empanel, all eligible publishers.
- Publishers/Distributors/Agencies offering highest discount will be empanelled. Those Publisher/Distributors/Agencies whose quoted discount falls short of the highest, but are willing to give the same level of discount subsequently would also be eligible for empanelment.
27. **Resolution of Disputes:** In case of any dispute or difference arising between supplier and purchaser relating to any matter arising out of or connected with award of contract, attempt will be made to mutually resolve such dispute or difference. In case any dispute or difference is not resolved, matter shall be referred to the sole Arbitrator duly appointed by the Vice Chancellor, Shri Mata Vaishno Devi University, Katra and such appointment shall be binding on both the parties. The arbitration shall be conducted in accordance with the provision under Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be binding on the parties concerned. The legal jurisdiction for any matter related to this TENDER will be courts of Jammu district and no other court shall have jurisdiction.

**ANNEXURE-I
INDEX/COMPLIANCE SHEET**

(To be submitted on the letterhead of the Agency/Firm)

S.no.	Document Name	Compliance (Yes/No)	Page No.		Remarks
			From	To	
1	Technical Tender as per ANNEXURE-II				
2	EMD				
3	Tender Acceptance letter as per ANNEXURE-III				
4	Proof of Membership of the Federation of Publishers and Booksellers Association of India (FPBAI)				
5	Recent authorization certificate from reputed publisher for authorized distributor/dealer/supplier of the publishers.				
6	Enclose List of Publisher holding Direct Account (refer eligibility criteria)				
7	Documentary proof of at least three reputed foreign publishers for importing books /Journal directly from them, if applicable (refer eligibility criteria)				
8	Copy of Permanent Account Number (PAN)				
9	Copy of GST Registration Certificate				
10	Duly signed certificate (with membership number) from Chartered Accountant (CA) clearly showing financial year-wise turnover.				
11	Details of work experience (as per ANNEXURE-IV)				
12	Proof of Experience: Copies of Appointment letters/ Empanelment letters/ Agreements/Purchase Orders				

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	etc				
13	Duly signed and stamped of the entire Tender Document along with its addendum/corrigendum, if any				
14	All other documents, as required to claim eligibility				

Place:

Date:

(Signature with stamp of the Agency)

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ANNEXURE-II
TECHNICAL TENDER

(To be submitted on the letterhead of the Agency/Firm)

Copies of all the supporting documents duly signed and stamped by the Agency in support of below particulars must be attached along with this checklist

S.no	Description
1	Name of the Agency (In block letters)
2	Registered Office Address (with telephone no. & email address)
3	Status of the organization (Proprietary/Partnership/Pvt. Ltd/ Public Ltd. Company)
4	Year of incorporation/constitution of agency
5	Registration No./Trade License No.
6	Authorized Signatory Details Name _____ Designation _____ Mobile No. _____ Email _____
7	Details of contact person other than Authorized Signatory: Name _____ Designation _____ Mobile No. _____ Email _____
8	PAN No.
9	GST No. and Date of Registration Under Goods & Service Tax Act.
10	Total no. of Year of Similar Experience. Details of work experience (as per Annexure-IV) in support of Experience related Eligibility criteria.
11	Annual Business Turnover for last three financial years, duly FY 2020-21: Rs _____ (in Lakhs) FY 2021-22: Rs _____ (in Lakhs)

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	certified by the Chartered Accountant	FY 2022-23: Rs _____ (in Lakhs)
	Avg Turnover of Last Three Years : Rs. ____ (in Lakhs)	
12	Detail of EMD of Rs. _____ /- (Rupees only)	Amount: DD No: Date: Bank & Branch:
13	Any other details the Firm would like to furnish (Example: Awards & Accreditations)	

Verification:

The details furnished in the application are true and correct to the best of my/our knowledge and that in case of furnishing any false information or suppression of any material information. The application shall be liable to be rejected besides initiation of panel proceedings by SMVDU, if it deems fit.

Signature of authorized
signatory

Name:
Seal:

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ANNEXURE-III
TENDER ACCEPTANCE LETTER
(On the letter head of the Agency)

To
Registrar,
Shri Mata Vaishno Devi University
Kakryal, Katra, 182320
Jammu Kashmir UT

Sub: Acceptance of Terms and Conditions of TENDER for "Supply of Print Periodicals to SMVDU, Katra"

Dear Sir,

I/We have download/obtained the Tender Document(s) for the above mentioned "Tender/Work" from the web site(s) namely as per your notice given in the above mentioned website(s)

1. I/We hereby certify that I/We have read the entire terms and conditions of the Tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract and I/We shall atendere hereby by the terms/conditions/clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/organization with this tender has also been taken into consideration, while submitting this acceptance letter.
3. I/We hereby unconditionally accept the tender conditions of the above- mentioned tender documents(s)/corrigendum(s) in its totality/entirely. I/We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our EMD/Performance Security may be forfeited in full and the tender, if any to the extent accepted may be cancelled.
4. No employee or direct relation of any employee of SMVDU is in way connected as Partner/Shareholder/Director/Advisor/Consultant/Employee etc. with the Agency/Firm/Company.
5. I/We certify all the information and data furnished, and attachments submitted with the application by our Agency/Firm/Company are true & correct.
6. I/We are aware that if any information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason thereof summarily reject our tender or terminate our contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit/Performance Security absolutely.

Yours Faithfully,

(Signature of the Tenderder, with official seal)

ANNEXURE-IV**DETAILS OF EXPERIENCE**

(To be submitted on the letterhead of the Agency/Firm)

S.no	Name of the Organization/Institute where goods/ services were provided with Name of Contact Person, Contact No. & email id.	Value of the contract in INR	Duration of Contract		Total years of experience (YY/MM)	Whether it is academic institute/ Govt. organization (Yes/No)	Copy of Wo/con tract along with the performance report (Yes/No)
			From (DD/MM/Y YYY)	To (DD/MM/Y YYY)			
1							
2							
3							
4							
5							

*Note: Tenderer are required to provide the information on above format only in reverse chronological order (start from latest/recent most organization to oldest organization) and also attach copy of contract/performance certificate in same sequence. Tenderer may add row/rows in the above format, if No. of organizations/institutions are more or may add additional sheet also.

Signature of Agency

Name: _____

Designation: _____

Organization Name: _____

Contact No: _____

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ANNEXURE-V
MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER
 (To be submitted on the letterhead of the Agency/Firm)

To
 Registrar

Date:

Shri Mata Vaishno Devi University
 Kakryal, Katra, 182 320, Jammu Kashmir UT

SUB: Authorization for release of payment/dues from SMVDU, Katra through Electronic Fund Transfer/RTGS Transfer.

1. Name of the Firm/Company/Institute:
2. Address of the Firm/Company/Institute:

City _____, Pin code _____
 Email ID _____, Mobile No: _____
 Permanent Account Number _____

3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No			
(9 Digit number appearing on the MICR Bank of the cheque supplied by the bank, please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
IFS Code: (11 digit alphanumeric code)			
Account Type	Saving	Current	Cash Credit
Account Number			

DECLARATION:

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information, I shall not hold Registrar, SMVDU Katra responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purchase of credit of amount through NEFT/RTGS Transfer.

Place: _____

Date: _____

Signature & Seal of the Authorized Signatory of the Firm/Company/Institute:

Certified that particulars furnished above are correct as per our records.

Bankers Stamp:

Date:

 Signature of the Authorized Official from the Bank

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**ANNEXURE-VI
SELF-DECLARATION ABOUT NON-BLACKLISTING
(To be submitted on the letterhead of the Tenderder)**

To
Registrar,
Shri Mata Vaishno Devi University
Kakryal, Katra, 182320
Jammu Kashmir UT

Date:

Subject: Self Declaration about Non-Blacklisting for "SUPPLY OF Print Periodicals TO SMVDU, KATRA"

Dear Sir,

In responsive to tender under reference, I/We hereby declare that presently our Agency/Firm/Company is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central /State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our Agency /firm is also not blacklisted /debarred and not declared ineligible for any reason other than corrupt and fraudulent practices by any Central /State Govt. department, Public Sector Undertaking, Autonomous Bodies, Academic Institutions and Commercial Organizations in last five years from the last date of submission of tender.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our EMD/Performance Security may be forfeited in full and the Tender, if any to the extent accepted may be cancelled.

Yours faithfully,

Name & Signature with stamp of the Tenderder

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**ANNEXURE-VII
FINANCIAL TENDER**

TENDER INVITING AUTHORITY: Registrar, SMVDU Katra

Name of the Work: SUPPLY OF Print Periodicals to Prof. NKBM Library, SMVDU, KATRA

Contract No:

Name of the Tenderder/Tendering Firm/Company:	
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1. The discount percentage for Print Periodicals (National/International) is to be quoted in the BOQ.
2. The suppliers, who are not fulfilling the eligibility criteria or conditions for International Print Periodicals, may quote the discount percentage for Indian Print Periodicals only.
3. The discount percentage shall remain unchanged during the entire period of empanelment.(NA)
4. Financial tenders to be uploaded online in the BOQ format as per the instructions in the TENDER Document.
5. Only offline tenders shall be entertained.

Signature:

(Faculty Incharge Central Library, Shri Mata Vaishno Devi University)

Terms and Conditions of Subscription Accepted

(Signature (s) of Authorized Representative of Subscription Agency with seal)

Vendor /suppliers should follow & send the acceptance of the following conditions while supplying Print periodicals (National& International)

1. Payment and Remittances

a. The Subscription Agency shall pay the subscription to the publisher(s) for all the periodicals as requested by the Shri Mata Vaishno Devi University, Kakryal, Jammu & Kashmir (hereinafter called SMVD University).

b. The Subscription Agency will be forwarding

i. The paid bill with proof of payments or remittances of subscription
i.e. Bank pay order copy or copy of the DD to Publisher(s)

ii. Confirmation letters from the publishers stating the subscription number etc.

After receipt of the documents mentioned, SMVD University will process the bill for each such payment.

2. Since the Subscription Agency is required to remit payment in advance to publisher(s), no supplementary bills on account of increase in conversion rate would be entertained by the SMVD University.

3. Conversion Rates:

Subscription Agency is required to submit Bank's Certificate for Conversion Rate from Nationalized Bank.

4. Deposits:

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The Subscription Agency will deposit 5% of total order as fixed deposit for a period of one and a half year with SMVD University, branch of Jammu & Kashmir Bank Ltd., in Kakrial, Katra within a period of fifteen (15) days after receipt of our order.

4.1 Society publications where the Subscription Agency himself does not get any discount. The Subscription agency, however, would provide adequate proof for the same.

4.2 The subscription Agency shall intimate the subscription numbers for online access of the journals subscribed through them immediately after the remittance of the subscription amount.

4.3 For journals where additional payment is being made by the subscription agency for making the electronic version accessible. The subscription agency should provide adequate proof for the same.

5. **Subscription Rates**

i). Subscription will be paid as per the publisher's invoice / renewal notice. The Subscription Agency will furnish in due course confirmation letters from the publishers stating the subscription number and subscription expiry date. No handling charges will be paid on any subscription.

ii). Special lower prices, if any offered by the publisher for developing countries, any institutional discount, reduction / concessional rates allowed by the publisher in respect of supply of said journals shall be obtained by the subscription Agency and passed on to the SMVD University.

iii). Prices, if available in dual currency, should be billed by which the converted cost is the lowest in Rupees.

6. **Refunds:**

i) In the event of non- supply of journals or some issues of a journals to the Library for any reason, the Subscription Agency undertakes to replace the same at its own cost.

The Subscription Agency shall have to accept full responsibility for the refund in full in cases where no issue or substantial number of issues of a journal is not supplied to the Library. **In such a case, the Subscription Agency will be liable to refund the subscription amount.** The time can be extended only in cases where a confirmation is received from the Publishers regarding receipt of payment and the supply is either due to delay in release of issue or some other reasons acceptable to us. Subscription Agency would also be required to make proportionate refund for missing issues of journals subscribed with them.

ii). Refund for missing issues would be prorated on the basis of unit cost wherein a grace period of 60 days would be allowed from the due date of an issue.

7. **Subscription Period:**

All Journals are to be renewed for the calendar year January to December or a complete volume as specified in the order. This includes all issues and supplementary volumes if any published during the year.

8. **Claim Handling and Follow-up:**

i). Subscription Agency shall take full responsibility for ensuring the delivery of all the issues of the journals subscribed through their agency. The matters relating to non-receipt of issues will be taken up by you with the publishers and will see that all the issues are supplied.

ii). In the absence of satisfactory proof and regular follow-ups, the Subscription Agency shall be responsible to replace the missing and all unsupplied journal issues and assure replacement / subscription period adjustment / prorata refund in all such cases.

iii). There must be a continuous interaction about the supply position and the service provided by a Subscription Agency to the Central Library.

iv). Subscription Agency shall take full responsibility to ensure that there will be no break in the subscription of journals entered through their agency.

9. **Access to E-Journals**

i). Subscription Agency shall take full responsibility to make necessary arrangement for online-access to full text articles for journals subscribed through their agency which are available free of cost along with printed version as well as those offered by the Subscription Agency in their quote. The Subscription Agency will provide customer number as well as proactive help to SMVD University to enable access to electronic journals.

ii). Copy of the letter sent to publishers indicating our IP ranges, e-mail address and institute's domain while sending the payments.

iii). The Subscription Agency shall be responsible for sending information where online access to full text journals that are available free of cost along with the printed version.

10. **Disputes**

i). In case of any dispute or difference arising between supplier and purchaser relating to any matter arising out of or connected with award of contract, attempt will be made to mutually resolve such dispute or difference. In case any dispute or difference is not resolved, matter shall be referred to the sole Arbitrator duly appointed by the Vice Chancellor, Shri Mata Vaishno Devi University, Katra and such appointment shall be binding on both the parties. The arbitration shall be conducted in accordance with the provision under Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be binding on the parties concerned. The legal jurisdiction for any matter related to this TENDER will be courts of Jammu district and no other court shall have jurisdiction.

11. **Delivery**

i). As far as possible all foreign periodicals shall be procured by the Subscription Agency by air-freight arrangement (at no additional cost to the SMVD University) at its head quarters and in order to avoid loss in transit, the Subscription Agency will send all issues by hand delivery/through their local branch office/courier/regd.post.

ii). The Subscription Agency should order delivery at the address given below.

Faculty Incharge Prof. N.K.Bansal Memorial Library
Shri Mata Vaishno Devi University,
Sub- Post Office, Katra
Jammu and Kashmir – 182320 (J&K) INDIA

Handwritten signature

12. The Subscription Agency are required to sign a copy of the order of the "Terms and Conditions of Subscription", if they are acceptable to them.

Signature:



(Faculty Incharge Prof.N.K.Bansal Memorial Library, SMVD University)

Terms and Conditions of Subscription Accepted

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National Print Periodicals

SNo.	Title	Publisher	Subscription duration
1	The Indian Economic Journal	Sage Pub.India Pvt.Ltd.	1 year
2	International Journal of Industrial & production Engineering & Technology	Research India Publications	1 Year
3	(i) IETE Journal of Research & (ii) IETE Technical Review(in Combo)	Institutions of Electronics & Telecommunication Engineers	1 Year
4	IIM Management Review	Indian Institute of Management Bangalore	1 Year
5	Resonance Journal	Indian Academy of Sciences	1 Year
6	Business Today	Living Media India Ltd.	1 Year
7	Outlook Money	Outlook Publishing India Pvt. Ltd.	1 Year
8	Indian Journal of Engineering & Material Science	CSIR-NISCAIR	1 Year
9	Decision	Springer Nature India Pvt. Ltd.	1 Year
10	Indian Journal of Pure & Applied Mathematics	Indian National Science Academy	1 Year
11	International Association for Small Hydro Journal	Central Board of Irrigation & Power	1 Year
12	Kurukshetra(English)	Publication Division, Ministry of I&B, Govt. of India	1 Year
13	Yojana(English)	Publication Division, Ministry of I&B, Govt. of India	1 Year
14	Pratiyogita Darpan	PD Group Pvt. Ltd.	1 Year

International Print periodicals

SNo.	Title	Publisher	Subscription duration
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1	Physics Education	IOP Science	1 Year
2	Japan Architect	Architecture & Urban Magazine	1 Year
3	Architectural Record	BNP Media	1 Year
4	International Journal of Architecture & Infrastructure Planning	JournalsPub	1 Year
5	International Journal of Landscape Planning and Architecture	JournalsPub	1 Year
6	New Scientists	<u>Daily Mail and General Trust, LexisNexis Risk Solutions</u>	1 Year
7	Biotechnology Journals	Wiley	

List of Magazines

S.No.	Title		Subscription duration
1	Indiatoday		1Year
2	Frontline		1Year
3	Outlook Money		1Year
4	Competition Success Review		1Year
5	PcQuest		1Year
6	Business Today		1Year
7	Current Affairs		1Year
8	Chronicle		1Year
9	Forbes India(Print + Digital)		1Year
10	Pratyogita Drapan		1Year
11	Kurukshetra (English)		1Year
12	Yojana(English)		1Year

Handwritten signature

13	Dataquest		1Year

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