




MAHATMA GANDHI CENTRAL UNIVERSITY

Dr. Ambedkar Administrative Building, Near OP Thana, Raghunathpur
Motihari, District- East Champaran, Bihar- 845401 (INDIA)

EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF VENDORS FOR SUPPLY OF PRINTED BOOKS TO ABV, CENTRAL LIBRARY OF MAHATMA GANDHI CENTRAL UNIVERSITY, MOTIHARI, BIHAR

SALIENT INFORMATION	
Publication/Downloading of EOI	28 th July 2023 (Friday)
Submission of Sealed EoI (with desired documents, duly attested EoI document, EoI Processing fee, and EMD)	19 th August 2023 (Saturday) by 5:00 PM
Opening of EoI	22 nd August 2023 (Tuesday) at 04:00 PM
EoI Processing Fee (in the form of DD)	Rs.5,900.00 (Rupees Five Thousand Nine Hundred Only)
Earnest Money Deposit (EMD) (In the form of DD/FDR)	Rs.2,00,000.00 (Rupees Two Lakh Only)
Period of Empanelment	Three (03) years from the date of Agreement with the successful vendor [i.e., 2023-24, 2024-25 and 2025-26]
Mode of Submission	Speed Post/Registered Post
EoI to be sent to	The OSD (Administration), Mahatma Gandhi Central University, Dr Ambedkar Administrative Building, Raghunathpur, Near OP Thana, Motihari – 845 401, District – East Champaran, Bihar
EoI can be downloaded from	https://mgcub.ac.in


Prof. R. K. Choudhary
University Librarian I/C


Registrar


28/07/2023

TABLE OF CONTENTS

Sl. No.	PARTICULARS	PAGE
1	Introduction	4
2	Period of Empanelment	4
3	EoI Processing Fee, Earnest Money Deposit (EMD) and Security Deposit (SD)	4
	EoI Processing Fee	
	Earnest Money Deposit (EMD)	
	Security Deposit (SD)	
4	Eligibility Criteria	4-5
5	Technical Proposal Details	5
6	EoI Validity Period	5
7	EoI Evaluation & Empanelment of Vendors	5
8	Notification of Empanelment	6
9	Order, Supply, Payment etc.	6-7
	a Order Process	
	b Supply of Printed Books	
	c Time Frame for Supply and Cancellation	
	d Invoicing Procedure	
	e Currency Exchange Rate	
	f Discount Structure	
	g Payment Term for the Supplied Books	
10	Other Terms and Conditions	7-9
	a General Terms	
	b Termination for Insolvency	
	c Force Majeure	
	d Penalty Clause	
	e Arbitration/Jurisdiction	
11	Annexures	10-14
	a Annexure-I	10-11
	b Annexure-II	12
	c Annexure-III	13
	d Annexure-IV	14

D. H. Hooda
28/07/2023

G. M. I.
28/07/23

MAHATMA GANDHI CENTRAL UNIVERSITY

Dr. Ambedkar Administrative Building, Near OP Thana, Raghunathpur, Motihari
District- East Champaran, Bihar - 845401 (INDIA)


EoI No. 01/MGCU/Library/2023



Dated: 28th July 2023

Expression of Interest (EOI) for Empanelment of Vendors for the Supply of Printed Books to Mahatma Gandhi Central University, Motihari, Bihar.

Central Library, Mahatma Gandhi Central University, invites EOI from the reputed Publishers/Booksellers/Distributors/Vendors (here in after known as Vendor) for empanelment of authorized Vendors for supply of Printed Books to Central Library of Mahatma Gandhi Central University, Bihar for the empanelled period of three years from the date of agreement between Mahatma Gandhi Central University and the successful vendor. This period is extendable further for two years on the basis of mutual consent and satisfactory performance of the vendor in the previous periods.

SALIENT INFORMATION	
Publication/Downloading of EOI	28 th July 2023 (Friday)
Submission of Sealed EoI (with desired documents, duly attested EoI document, EoI Processing fee, and EMD)	19 th August 2023 (Saturday) by 5:00 PM
Opening of EoI	22 nd August 2023 (Tuesday) at 04:00 PM
EoI Processing Fee (in the form of DD)	Rs.5,900.00 (Rupees Five Thousand Nine Hundred Only)
Earnest Money Deposit (EMD) (In the form of DD/FDR)	Rs.2,00,000.00 (Rupees Two Lakh Only)
Period of Empanelment	Three (03) years from the date of Agreement with the successful vendor [i.e., 2023-24, 2024-25 and 2025-26]
Mode of Submission	Speed Post/Registered Post
EoI to be sent to	The OSD (Administration), Mahatma Gandhi Central University, Dr Ambedkar Administrative Building, Raghunathpur, Near OP Thana, Motihari – 845 401, District – East Champaran, Bihar
EoI can be downloaded from	https://mgcub.ac.in


Prof. R. K. Choudhary
University Librarian I/C


Registrar

Dinesh Hoober
28/07/2023

1. INTRODUCTION:

Mahatma Gandhi Central University, Bihar (hereinafter referred to as MGCU) is a Central University.

2. PERIOD OF EMPANELMENT:

The period of empanelment will be of three years from the date of agreement between ABV, Central Library of MGCU and successful vendor(s).

3. EoI PROCESSING FEE, EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT (SD):

Without the EoI PROCESSING FEES and EARNEST MONEY DEPOSIT (EMD), the EoI will not be considered for evaluation and empanelment.

- i. **The EOI PROCESSING FEES:** A Demand Draft of Rs.5,900/- (non-refundable) in the favour of "Mahatma Gandhi Central University, Bihar", payable at Motihari- Bihar is to be submitted as EoI processing fee along with the EoI.
- ii. **EARNEST MONEY DEPOSIT (EMD):** A Demand Draft or FDR for Rs.2,00,000/- (Rs. Two Lakh Only) in the favour of "Mahatma Gandhi Central University, Bihar", payable at Motihari- Bihar as Earnest Money Deposit is to be submitted along with EoI.
- iii. The above EMD is refundable without any interest to the unsuccessful vendors after the process of empanelment is completed as per the EoI terms.
- iv. **SECURITY DEPOSIT (SD):** The successful vendors who so ever qualify for empanelment will have to submit the SECURITY DEPOSIT (SD) of Rs. 2,00,000/- (Two Lakh) in the form of DD/FDR/Bank Guarantee (B.G.) prior to the execution of the Agreement with MGCU. If the vendor wishes to convert the EMD submitted in the form of DD/FDR, then the vendor will have to request in writing to Registrar of MGCU.
- v. The EMD deposited by such vendors will be returned after submitting the SD.
- vi. The Security Deposit will be for the period of 38 months from the date of empanelment and will be refunded/returned to the vendor without any interest.

4. ELIGIBILITY CRITERIA:

Proof of the supporting document must be enclosed in support of eligibility criteria mentioned below- The attested copy of relevant live/ valid certificate/ document in support of the information furnished by the vendor must be enclosed with the EoI proposal:

- i. The vendor should be an active member of FPBAI.
- ii. The vendor should have Permanent Account Number (PAN) issued by the Income Tax Department.
- iii. The vendors should have satisfactorily supplied printed books to at least 05 Central/State Universities in last three financial year(s) ending March, 2023 (satisfactory supply certificates along with relevant order copies should be enclosed).
- iv. The vendor should have a minimum average annual turnover of Rs. Two Crores in the last three (3) financial years for printed books only, ending March 2023 (C.A. Certificate should be enclosed).
- v. The vendors should submit single highest value Purchase Order during any of the three financial years (ending on March 2023) for the supply of printed books only by any Central/State Universities. The value of the single highest

D. Shankar Hooda
28/07/2023

Sohini
28/07/23

value Purchase Order will be considered for evaluation. (Purchase order and Certificate by the respective organization for the satisfactory Supply of Ordered Books should be attached for that particular order).

- vi. The Vendors should submit Income Tax Return (ITRs) for the last 3 consecutive financial years out of last 4 Financial year (ending March 2023) (Self attested copy should be enclosed).
- vii. The Vendors should submit Profit & Loss Account and Balance Sheet for the last 3 consecutive financial years out of last 4 financial year (ending March 2023) (Certified copy duly attested by Chartered Accountant should be enclosed)
- viii. The Vendors should be a distributor/dealer/ stockiest/ executive/ preferred agent of the publishers. (The valid authority letters duly issued by the publishers should be enclosed).
- ix. The Publishers/ Booksellers/Distributors/Vendors should not ever be debarred/blacklisted from any Government Organization/Govt. Funded Organizations. (Furnish an affidavit raised on non-Judicial stamp paper of Rs.100/- in this regard).
- x. All documents should be properly stamped & signed by the authorised signatory of the vendor. Without signed and stamped the proposal should not be entertained.

5. TECHNICAL PROPOSAL DETAILS:

The vendor has to furnish the desired information as per **Annexure-I** and has to attach all the relevant certified/attested documents etc. In support of the information and also the EoI document with the seal and signature of the authorized signatory. The above should be submitted for participating in the EoI. Vendor has to also fill up Annexure-II, Annexure-III & Annexure-IV and submit along with EoI.

6. EOI VALID PERIOD:

The EOI shall remain valid for a period of 90 days from the date of opening of the EoI proposal.

7. EOI EVALUATION & EMPANELMENT OF VENDORS:

MGCU will short list for empanelling maximum 5 to 10 Vendors. However, MGCU reserves all the rights to increase or decrease the number of vendors for empanelment without assigning reasons thereof.

The criteria for short listing of the eligible vendors for empanelment will be as under:

- i. The value of the single highest value Purchase Order.
- ii. The Purchase Order issued to the vendor during the any of last three financial years (ending March 2023) will be considered for evaluation.
- iii. Purchase order without the certificate of satisfactory supply, issued from the concerned organization will not be considered for evaluation.
- iv. Merit for vendors having complied the above condition and executed the single highest value order for supply of Printed Books only will be prepared.
- v. Top 5 to 10 vendors from the above merit will be empanelled, subject to fulfillment of the other desired conditions of the EoI.

D. N. Hooda
28/07/2023

S. K. Hooda
28/07/23

8. NOTIFICATION OF EMPANELMENT:

MGCU will notify the eligible Vendors for empanelment to supply the books on above mentioned criteria by mail or registered letter. The empanelled Vendor will have to send its acceptance and execute the agreement with MGCU within the stipulated time (one week), failing which the vendor placed in the next merit may be considered for empanelment.

9. ORDER, SUPPLY, PAYMENT etc. FOR PRINTED BOOKS:

a. Order Process-

- i. Purchase Order will be sent to the empanelled Vendor through email.
- ii. Supply of the books has to be made strictly as per the purchase orders.
- iii. The vendor should acknowledge the receipt of the purchase orders immediately through email, as acceptance of the order within three working days.
- iv. Any clarification/query regarding the purchase order should be sought from the Librarian (Email: library@mgcub.ac.in; and osdadmin@mgcub.ac.in) within seven days from the date of issue of Purchase Order.

b. Supply of Printed Books-

- a) Consignment and mode of dispatch of the books should be to the address mentioned below-
**The University Librarian
Mahatma Gandhi Central University
Motihari, Bihar- 845401.**
- b) Consignment and mode of dispatch of the books should be through the registered /speed post/ Registered Parcel/Courier service/ By Hand.
- c) Every supply should accompany with a Delivery Challan/ Bill clearly bearing the details of the items supplied with quantity, unit price and total price.

c. Time Frame for Supply and Cancellation-

- i. The vendor will have to supply the desired Printed Books within the stipulated time limit i.e., 60 days from the date of issue of the Purchase Order. However, it may be noted that at sometimes the Vendor may have to deliver the books against the instant orders.
- ii. In case of delay in delivery of books due to be procured from abroad or Print on Demand, the Vendor has to inform and seek prior (*at least 07 days before the Expiry of scheduled delivery time*) permission from the librarian for grant of extension in period of supply time, stating the valid reasons for such extension.
- iii. Books must be in good and acceptable condition and not the remaindered one.
- iv. MGCU will not accept any defective books, if supplied the same has to be replaced immediately without any extra charges.

d. Invoicing Procedure-

- i. The invoice should be submitted in Triplicate.
- ii. Invoice or bill should be raised in the name of "The University Librarian, Mahatma Gandhi Central University, Motihari, East Champaran, Bihar- 845401".
- iii. Invoice should contain the PAN No., MGCU Purchase Order Number, Date, etc.

R. Prasad Hooda
28/07/2023

Sahni
28/07/23

- iv. The items in the invoice should be in the same order as given in the Purchase Order.
 - v. Bill/Invoice should possess the certificate that no other charges has been included other that the cost of the book(s) supplied.
 - vi. Separate Invoice should be raised against each Purchase Order.
 - vii. The invoice should have the following enclosure-
 - i. A certified copy of the latest Publisher's/ Distributor's invoice copy or Publisher's online/ printed catalogue copy as Price Proof if price is not printed on the book.
 - ii. A currency conversion proof with date.
 - iii. Every price proof and currency conversion proof should contain seal and authorized signature of the Vendor.
- e. Currency Exchange Rate-**
- i. In case of foreign publications, the original prices in foreign currency shall be mentioned in the Invoice along with the Indian Prices in (INR) charged in accordance with the approved date of Exchange.
 - ii. Reserve Bank of India (RBI) rates applicable on the date of order should only be followed and should be clearly indicated on the invoice.

f. Discount Structure-

The minimum discount rates shall be applicable as under:

S. No.	Category of Books	Minimum Discount Rate
1.	Text books by Indian/ Foreign Publishers	20%
2.	Indian Reference/Multivolume Books	25%
3.	Books by Foreign Publishers	30%
4.	Books published 3 years before or Remainder Title	35%
5.	Central Govt./ State Govt/ Learned Societies/ Other Institutional Publications	10%
6.	No discount title	No discount

g. PAYMENT TERM FOR THE SUPPLIED BOOKS:

No advance payment will be made in any case before the supply of Printed Books. Successful vendors have to provide the Bills in triplicate against the Purchase Order.

Payment is released by MGCU generally within 90 days of supply of books provided by the Vendor following the terms and conditions of the Purchase Order and that the supplied books are in good condition as per Purchase Order.

10. OTHER TERMS AND CONDITIONS-

a. General Terms

- i. MGCU reserves the right to accept or reject the EOI at any stage, in part or in full without assigning any reason thereof.

Dush Hooda
28/07/2023

Gurpreet
28/07/23

- ii. MGCU reserves the right to relax/amend/withdraw any of the terms and conditions contained in the EOI document in the interest of the University without assigning any reason thereof.
- iii. MGCU reserves the right to modify/change/delete/add any further terms and conditions at the time of execution of agreement in the interest of university.
- iv. Conditional proposals will not be considered in any case.
- v. MGCU has all the rights reserved to procure any number of books from any of the empanelled vendors irrespective of their merit in the interest of the University.
- vi. Merely getting empanelled does not ensure that the purchase order will be placed by MGCU.
- vii. MGCU has all the rights to procure Books from other sources any, time in the interest of the University other than the empanelled vendors.
- viii. Paperback edition of the books should be supplied if available, Cheaper Editions or International Editions should be supplied if available.
- ix. In case of non-availability of the above editions, then only hardbound editions and original foreign editions should be supplied. A certificate from vendor should be enclosed along with its invoices in this regard.
- x. No supplier/distributor/Vendor/Publisher shall have the sole right to supply the books. Notwithstanding the discount rate(s) so decided, the University shall have right to procure the books directly from such supplier/distributor/Vendor/Publisher on terms and conditions decided by the University.
- xi. Please go through the Eligibility Criteria for Empanelment for supply of printed books to the MGCU, ABV Central Library before filling the application form.
- xii. Incomplete EoI, application forms not filled properly or received after the due date and time will not be entertained. The decision of the University in this regard shall be final and binding upon the suppliers.
- xiii. MGCU may issue amendment/corrigendum to the EOI document before the due date of submission. Any amendment/corrigendum will be posted on the University website (<https://mgcub.ac.in/> , <https://mgcub.ac.in/library.php>) only.

b. Termination for Insolvency

The MGCU may at any time terminate the Agreement by giving a written notice to the Vendor without assigning any reason or without compensation. If the Vendor become bankrupt or otherwise insolvent as declared by the Competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the department.

c. Force Majeure

- i. Should any force majeure circumstance arise, each of the contracting Vendor should be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected Vendor within fifteen days of its occurrence informs in a written form by the other party.
- ii. Force Majeure shall mean fire, flood, natural disaster, or other act such as war, turmoil sabotage, explosion, epidemics, quarantine restriction, strikes and lock outs i.e., beyond the control of either party.

Nishu Hooda
28/07/2023

Gopin
28/07/23

d. Penalty Clause

In case of delayed delivery of the books beyond sixty days, a penalty of 0.5% per week or part there of up to maximum of in total of 10% will be levied on the value of books supplied belatedly. However, if the Vendor seek additional time beyond the stipulated time, then the Vendor must send a written request with valid reasons for such extension, to the Librarian for consideration. The MGCU may or may not grant extension invalid reason in the interest of the University.

e. Arbitration/Jurisdiction

- i. In the event of arbitration or any dispute arising under the EOI, the decision of the Vice Chancellor, MGCU will be binding on both the parties.
- ii. In case of litigation, the District Court at Motihari/High Court of Bihar (Patna) alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this purchase. It is specifically agreed that no court outside and other than District Court at Motihari/High Court of Bihar (Patna) shall have jurisdiction in the matter.

Nishu Hooda
28/07/2023

S. K. Singh
28/07/23

ANNEXURE - I
MGCU VENDOR EMPANELMENT FORMAT FOR LIBRARY (PRINTED BOOKS)

To,
The OSD (Admin)
Mahatma Gandhi Central University,
Motihari, East Champaran - 845401
Bihar.

Sir,
In response to your advertisement for empanelment of Publishers/ Booksellers/ Distributors/ Vendors for supply of printed books at your University, please I, the authorised signatory on behalf of the firm, hereby furnish the desired information. EoI processing fee (Rs.5,900/-) and EMD (Rs.2,00,000/-) along with the relevant certified documents.

1.	Name of the Firm:	
2.	Address:	
3.	Contact No.:	
4.	Website:	
5.	Mobile No.: (Authorized signatory)	
6.	E-mail address:	
7.	Date of Establishment of Firm:	
8.	Name of the Proprietor/Director:	
9.	Name of Partner(s) (if any)	
10.	Copy of the Registration certificate of FPBAL.	
11.	Permanent Account No.: (Attach Copy of PAN No.)	
12.	Do you have satisfactorily supplied printed books to at least 05 Central/State Universities in last three financial years ending March 2023? If yes, the copies of the purchase orders and certified relevant satisfactory performance certificates issued by the client should be enclosed (Provide information in Annexure-II)	
13.	The Vendors should submit single highest value Purchase Order during any of the last three financial years (ending on March 2023) for the supply of printed books only to any Central/State Universities (Purchase order and Satisfactory Performance Certificate by the respective organisation for the satisfactory Supply of Ordered Books should be attached for that particular order). Annexure-III	
14.	Annual Turnover of the firm for the last 3 consecutive financial years out of last 4 financial years (attach proof):	
	i.	2022-23:
	ii.	2021-22:
	iii.	2020-21:
	iv.	2019-20:
		Total:
	Average:	
15.	Whether you are income tax payee? If so, please attach a copy of Income Tax Return (ITRs) filed for last three (03) consecutive financial years out of last four (04) consecutive financial years (ending March 2023) along with photocopy of Profit & Loss account and Balance Sheet duly certified by Chartered Accountant.	
16.	Are you a distributor/ dealer/ stockiest/ exclusive/ preferred agent of the publishers? If so, please submit the valid authority letters issued by the publishers.	

D. Shank Hooda
28/07/2023

G. Subramanian
28/07/23

17.	Details of a non-refundable EoI processing fee as Demand Draft of Rs.5,900/- (Rupees Five Thousand Nine Hundred Only) for empanelment (drawn from any nationalized bank in favour of "Mahatma Gandhi Central University" payable at Motihari- Bihar.	
	Details of Fee Demand Draft	
	i.	No.
	ii.	Date
	iii.	For Rs.
	iv.	Drawn on
18.	Details of Demand Draft/FDR of Rs.2,00,000/- (Rupees Two Lakh Only) as EMD (refundable) drawn from any Nationalized Bank in favour of "Mahatma Gandhi Central University" payable at Motihari- Bihar.	
	Details of EMD Demand Draft/FDR	
	i.	No.
	ii.	Date
	iii.	For Rs.
	iv.	Drawn on
19.	Have your firm ever been debarred/ blacklisted for doing business from any government organisation/Govt. funded organisation/Institution? If No, please furnish an affidavit raised on non-judicial stamp paper of Rs.100.00 (Rupees One Hundred only).	
20.	<p style="text-align: center;">DECLARATION BY VENDOR</p> <p>I/ We do hereby declare that entries made in this EoI format are true to the best of my/ our knowledge and belief. Deliberately no information has been hidden or misled. If at any stage during and after empanelment, any information furnished and documents provided in this EoI are found to be incorrect/false/ fabricated/concocted/misled, then the MGCU has all the rights reserved to cancel the offer/Empanelment, forfeit the EMD of Rs.2,00,000/- and take appropriate action against my/our firm/organisation.</p> <p>Further, it is to declare that I have perused all the terms and conditions mentioned in this EoI and are clear and acceptable to my/our Firm/ Organisation.</p> <p>Date: _____ Signature of Authorized Signatory</p> <p>Place: _____ Seal of Firm</p>	

Rishabh Hooda
28/07/2023

[Signature]
28/07/23

ANNEXURE - II

Sl.	Name of the Client (any Government University- Central/State)	Order Copy Enclosed (Y/N)	Satisfactory supply certificate enclosed (Y/N)	Order Date
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

D. Prasad Hoidekar
28/07/2023

S. K. Patil
28/07/23

ANNEXURE - III

Detail of single purchase order of single highest value Purchase Order during any of the last three financial years (ending March 2023) for the supply of printed books to client i.e., any Government University (Central/State)

Client Detail	Order Copy Enclosed (Y/N)	Satisfactory supply certificate enclosed (Y/N)	Order Date	Value of Printed Books Supplied (Rs. In Lakh)

Rishabh Hooda
28/07/2023

Subin
28/07/23

ANNEXURE - IV

Document enclosed in support of EoI

Sl. No.	Detail(s) of the Document	Number of Pages	Enclosure Page No.
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			

Prakash Hooda
28/07/2023

Gulraj
28/07/23