



Ref. AUD/1 – 10(166)/Empanelment/2019/891

Dated: 04.10.2019

09

M/s. Nayee Kitab Prakashan  
1/11829, Panchsheel Garden,  
Naveen Shahdara,  
East Delhi,  
Delhi - 110032

**Subject: Empanelment of Publishers /Distributors/Agents for supply of books and journals (Hindi Medium) at Dr. B.R.Ambedkar University Delhi.**

Sir,

This is with the reference to your proposal submitted in response to AUD Request for Proposal dated 11.07.2019 for empanelment of books and journals (Hindi Medium) to AUD Library. You are hereby informed that the AUD has empanelled your firm /agency for supply of books and journals (hindi medium) for a period of 02 years w.e.f. 01.10.2019, as per the terms and conditions given in the Request for Proposal (RFP) document.

2. You are required to furnish a **security deposit of Rs.10,000/- in the form of Demand Draft/FDR/ Bank Guarantee** from any scheduled bank in favour of “**Registrar, Ambedkar University Delhi**”, within 10 days from the date of issue of this letter. In case the security deposit is submitted in the form of Bank Guarantee, the same should be valid for a period of 27 months from the date of the issue.

3. You are requested to comply with all terms and conditions given in the Request for Proposal document. A contract agreement is enclosed with this letter and same is required to be submitted on a stamp paper of the appropriate denomination latest by **18.10.2019**. The empanelment will come into the effect once the agreement has been signed by the both the parties.

  
Deputy Registrar (Admin.)

**Encl. As above: Agreement**

Copy forwarded to:

1. Office of the Vice Chancellor, Ambedkar University Delhi
2. Office of the Pro Vice Chancellor, Ambedkar University Delhi
3. Registrar, Ambedkar University Delhi
4. Controller of Finance, Ambedkar University Delhi
5. Librarian, Ambedkar University Delhi
6. Guard File

**Agreement to be signed for supply of Library Books and Journals**

<Stamp paper of requisite amount>

**Agreement for empanelment of Publishers/ Distributors/ Agents for supply of books and journals (Hindi Medium only) to AUD Library**

This agreement is made on \_\_\_\_\_ 2019 between the Dr B. R. Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 hereinafter referred to as "AUD",

and

M/s \_\_\_\_\_, a Publisher/ Distributor/ Agent with office at \_\_\_\_\_,

hereinafter referred to as "Contractor",

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the Contractor has submitted a proposal for providing total solution for supply of books and journals to AUD Library as per the terms and conditions mentioned in the AUD request for proposal (RFP) issued vide No. AUD/\_\_\_\_\_. Whereas such RFP has been accepted and the Contractor has deposited with the issuing Authority the sum of Rs. 10,000/- (Rupees Ten thousand only) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The Contractor has accepted the contract on the terms and conditions set out in the RFP notice no. \_\_\_\_\_ dated \_\_\_\_\_, which shall hold good during period of this agreement.
2. Upon breach by the Contractor of any of the conditions of the agreement, the AUD may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of AUD to claim damages for antecedent breaches thereof on the part of the Contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfill the agreement as certified in writing by the AUD, which certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the AUD.
3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be

returned to the Contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the AUD may cancel the contract at any time upon giving one month's notice in writing without compensating the Contractor.

5. The AUD may give notices in connection with the contract. In consideration of the payments to be made by the AUD to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the AUD to provide the services and to remedy defects therein conformity in all respects with the provisions of the contract.

6. The AUD hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. If subject to circumstances beyond control (Force Majeure) the Contractor fails to deliver the services in accordance with the conditions mentioned in the RFP, the AUD shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

8. In the event of action to be taken, the Contractor shall be liable for any losses, which the AUD, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:

For and on behalf of

Dr B. R. Ambedkar University Delhi

Witness 1 \_\_\_\_\_

Witness 2 \_\_\_\_\_

\_\_\_\_\_  
Authorised Signatory

For and on behalf of

M/s \_\_\_\_\_

Witness 1 \_\_\_\_\_

Witness 2 \_\_\_\_\_

\_\_\_\_\_  
Authorised Signatory