

DELHI BUREAU OF TEXT BOOKS

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APPOINTMENT OF WHOLESALE DISTRIBUTORS FOR DISTRIBUTION OF DBTB TEXT BOOKS

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Section-1

Invitation for application

Applications are invited from reputed wholesale booksellers for the appointment as wholesale distributors for distribution of text books including non-textual publications, published by Bureau in the schools of 28 zones of the Directorate of Education, GNCT of Delhi. The wholesale distributors should be in the book trade for at least five years and must have the capacity to invest Rs. 10 lac for the purchase of books from the Bureau and should have annual turnover of Rs.15 lacs. The distributors should have at least 80 Square meters storage space under one roof. The existing wholesale distributors of DBTB are required to apply afresh.

The applicant shall be required to distribute the text books of classes 1st to 8th and other publications directly to Govt. schools strictly in accordance with the terms and conditions laid down by the Bureau. The Bureau will allow 5% discount to wholesale distributors for the purpose. It would be mandatory for wholesale distributors to maintain distribution record as per the terms and conditions.

Application forms along with the details of terms and conditions for appointment of wholesale distributors can be had from the office of the Bureau on all working days on making payment of Rs. 500/- (Non refundable) in cash or through Bank Draft/Pay order and can be submitted by 9.3.2009 upto 3.00 p.m. in the office of the Bureau. The application received after the due date and time will not be considered. The application form can also be down loaded from the website of Directorate of Education www.edudel.nic.in. In case of down loaded form, a demand draft/ pay order (non-refundable) of Rs.500/- is to be enclosed with the application form.

**Sd/-
(M.K.AGRAWAL)
Secretary**

Section-II

Instructions to applicants

A. Introduction:

1. Established in 1970, the Delhi Bureau of Text Books is an autonomous organization under the Directorate of Education, Govt. of NCT of Delhi. The Bureau brings out text books and other non-textual reading material for students of the schools of Delhi. DBTB invites applications from eligible wholesale book distributors for appointment as wholesale distributor for distribution of its text books and other non-textual material published by Bureau directly to schools assigned to him by DBTB from 23rd March, 2009.
2. **Eligible applicants:** This invitation for appointment of wholesale book distributors is open to all the eligible distributors as defined in Section III, namely qualification criteria. In case the applicant wishes to apply for wholesale distributorship in more than one place, the applicant will need to submit separate application for each place.
3. **Cost of submission of application:** The applicant shall bear all costs associated with the preparation and submission of his/her application and DBTB will in no case be responsible or liable for these costs regardless of the outcome of the application submitted.

B. Documents relating to appointment of Wholesale distributors

4. The documents for appointment of wholesale distributor consists of all sections indicated below and should be read in conjunction with any addendum issued in accordance with clause 7 below:

Section I	Invitation for Application
Section II	Instructions to Applicants
Section III	Qualification criteria
Section IV	Conditions of contract for wholesale distributorship
Section V	Forwarding Letter and application form
Section VI	Contract form
Section VII	Record of stock and distribution.

5. DBTB is not responsible for the completeness of the document relating to appointment of wholesale distributors not directly obtained from DBTB.
6. The applicant is expected to examine all instructions, forms and conditions of contract before submitting the application for wholesale distributorship. Failure to furnish all the information and documentation required for the above purpose may result in rejection of the application.
7. Amendment of any information/documents at any time:

- 7.1 At any time prior to the deadline for submission of application, the DBTB may amend conditions of contract or instructions to applicants by issuing an addendum.
- 7.2 The amendments, if any, will be notified through official website of Directorate of Education, Delhi.
- 7.3 The DBTB at its discretion can extend the deadline for submission of application forms for the wholesale distributorship

C. Language of Application Form

8. The application form filled in or prepared by the applicants relating to appointment of wholesale distributorship shall be written in English.
9. Documents comprising application: The application submitted by the applicant should be accompanied by the following:
 - i) The application form if down loaded from website should be submitted along with a bank draft/pay order of Rs. 500/- as application fee (Non-refundable).
 - ii) Documentary evidence regarding the office and godown space available with the applicant as specified in Section III Qualification criteria.
 - iii) Profit and loss account and Balance Sheet duly authenticated by Chartered Accountant indicating, Annual Turn over of the firm for the previous two years.
 - iv) Certified latest copy of Income Tax return/PAN card be attached.
 - v) An Affidavit on Non-judicial Stamp Paper of Rs. 10/- (Rupees ten) that no case is pending against the firm under Copyright Act.
 - vi) An Affidavit affirming that the information he/she has furnished while submitting application form is correct to the best of his/her knowledge and belief.
10. Submission of application form: The application form must be submitted without any alteration to its format and no addition shall be accepted. All blank spaces shall be filled in with the information requested.
11. Security Deposit and Bank Guarantee: Security deposit of Rs. 50,000/- and Bank Guarantee of Rs 2 lacs are to be deposited after appointment as wholesale distributor. Security deposits of existing wholesale distributors shall not be adjusted for the present contract, and will be refunded to them. Fresh security deposit in the form of FDR/Bank Guarantee in favour of DBTB shall have to be deposited on his/her appointment against his/her offer.
12. Format and signing of documents: The application shall be typed or written in indelible ink and shall be signed by the applicant

D. Submission of application:

13. Deadline for submission of application: The application must reach in the office of the Secretary, DBTB on or before 9 -03-2009 by 3.00 p.m. If the specified date for submission of application is

declared as holiday for DBTB, the applications will be received on the next working day during office hours upto 3.00 p.m.

14. If the filled in application form is delivered by hand, it will be the responsibility of the applicant to ensure that the completed application is received in the office of the DBTB. Alternatively, the application may be sent by Regd. Post or by Speed post to the Secretary, DBTB, 25/2, Institutional Area, Pankha Road, Janakpuri, New Delhi by the stipulated date. Any delay even postal delay in receipt of application form would be considered late submission of application and rejected.
15. Late submission of application: Any application received by DBTB after the deadline for submission of application will not be entertained and shall be rejected.
16. If the filled in application form is not accompanied by requisite fee as specified in clause 9(i) of the Instructions to Applicants, the application shall not be entertained and shall be rejected.
17. DBTB may at its discretion ask the applicant(s) for any clarification with regard to the documents submitted with the application form.

E. Award of wholesale distributorship

18. If the number of eligible applications is higher than the number of distributors required for a particular Educational zone, DBTB shall at its discretion select the applicants with reference to their geographical location, experience and financial turn over.
19. DBTB reserves the right to accept or reject any or all applications and the whole process of appointment of wholesale distributors and reject any or all applications at any time prior to award of wholesale distributorship without assigning any reason and thereby incurring any liability to the affected applicants. The DBTB also reserves the right to increase/decrease the number of wholesale distributors
20. The selected applicants shall be awarded the wholesale distributorship and shall be informed by registered letter/speed post that his/her application has been accepted for award of wholesale distributorship for a particular Educational zone of Directorate of Education.
21. **Signing of contract:** On receipt of the award letter from DBTB, the applicant shall execute a Contract in duplicate after submitting a security deposit of Rs. 50,000/- and Bank Guarantee of Rs 2 Lac.
22. The Security Deposit, Bank Guarantee and contract duly signed (in duplicate) must reach the DBTB within 7 days from the date of receipt of the award letter, failing which the award of wholesale distributorship shall be treated as cancelled.
23. **Corrupt or Fraudulent Practices:** The DBTB requires the applicant to strictly observe the laws against fraud and corruption in force in India namely Prevention of corruption Act 1988.

Section III

Qualification Criteria

- 1. All the firms seeking appointment as Wholesale distributors should meet the following qualifying criteria and submit their applications along with relevant documents as detailed below:**
 - (i) A bonafide wholesale distributor having at least 5 years of experience in selling/supplying books/text books, supported by any of the following document:**
 - a) Certificate showing the date of initial registration of shop and establishment.**
 - b) Income Tax/Sales Tax Assessment orders establishing 5 year's existence of the firm.**
 - c) Any other documentary evidence issued by Central Govt./State Govt./Local Bodies establishing 5 years existence of the firm.**
 - ii) The wholesale distributor should have annual turnover of Rs. 15,00,000/-.**
 - iii) Evidence of minimum 80 square metres of shop -cum-godown space duly supported by an Architect certificate or attested copy of leased agreement with the land lord specifying the area occupied.**
 - iv) Copies of annual accounts, namely, profit and loss account and the balance sheet of the last two years duly authenticated by Chartered Accountant indicating annual turn over.**
 - v) Self-certified latest copy of Income Tax return/PAN card be attached.**
 - vi) Bank's Certificate on the financial soundness of the firm and the credit limit allowed if any.**
 - vii) An Affidavit on a non-judicial stamp paper of Rs. 10/- stating that no case is pending against the firm under Copyright Act and all the information provided through the application/document are true, complete and correct to the best of their knowledge and belief.**

Section IV

Conditions of contract for wholesale distributorship

Firms appointed as Wholesale distributor shall have to purchase text books and other non-textual material published by the Bureau equal to the demand of Govt. schools in the zone assigned to him/her.

1. 01. Definitions

01.01 In this contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the DBTB and the Wholesale distributor as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- c) "Day means Calendar Day.
- d) "COC" means the Conditions of Contract.
- e) "The DBTB" means Delhi Bureau of Text Books, New Delhi and includes its successor and assignees.
- f) "Wholesale distributor" means the natural person, private or government entity, or a combination of the above, whose application for Wholesale distributorship has been accepted by DBTB and is named as such in the Contract Agreement.

02. Contract Documents

02.01 Subject to the order of precedence set forth below, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

- I. Invitation for Application**
- II. Instructions to Applicant**
- III. Qualification Criteria**
- IV. Conditions of contract**
- V. Forwarding Letter and Application form**
- VI. Contract Form**
- VII. Record of stock and distribution**

03. Entire Agreement

03.01 The Contract constitutes the entire agreement between the DBTB and the Wholesale distributors supersedes all communication, negotiations and agreement (whether written or oral) except those

mentioned in clause 02.01 of the parties with respect thereto made prior to the date of Contract.

03.02 No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

2. Security Deposit and Bank Guarantee: Applicants are required to submit security deposit receipt of Rs.50,000/- in the shape of fixed deposit receipt (for a period of 12 months) pledged in favour of DBTB and Bank Guarantee worth Rs. 2 Lac. This security deposit and Bank guarantee of Rs 2 Lac will be forfeited and the Contract terminated if the wholesale distributor fails to transact stipulated business or commits breach of contract.

3. Godown space: Firms seeking appointment as Wholesale distributorship for delivering books to Govt. Schools should have shop-cum-godown space of 80 sq.mts for the storage of DBTB text books and other non-textual material published by the Bureau..

4. Period of contract: The contract shall be valid for the period from 23.3.2009 to 28.2.2010 or for the remaining period if the contract is signed after 23.3.2009.

DBTB will release books to Whole Sale distributors for the assigned Govt. schools of each zone in accordance with their demand of Text books.

5. Terms of payment for the supply of publications:

- a. All supplies of DBTB publications shall be made strictly on pre-payment basis.
- b. The Wholesale distributors will lift the DBTB publications from the DBTB godowns located at Delhi/New Delhi or from any other place in NCR of Delhi in the shape of a single demand draft in favour of DBTB payable at New Delhi.

6. Trade Discount:

- i) The Wholesale distributor will be allowed a trade discount of 5% (Five percent) by DBTB on the sale price of text books.
- ii) The wholesale Distributor will release DBTB textbooks/publications to Govt. Schools assigned to him/her by DBTB in the allocated zone immediately after lifting the books from DBTB.

7. Record keeping and verification:

The wholesale distributors are required to keep all records updated of delivery of books made to schools as per the format given in section VII and submit the same to DBTB for next transaction. While placing order for supply of fresh lot of text

books wholesale distributors are also required to submit the details of books supplied by them against their immediate last lot of lifting of books from the DBTB.

8. Replacement of Defective copies:

The DBTB will accept defective copies of the text books in the month of August for the calendar year in which the books were lifted from the DBTB. The DBTB will determine that the books have genuine printing/binding defect and then refund the cost of books or replace the book. The decision of DBTB in this regard shall be final and binding.

9. Area of operation:

Distribution of textbooks purchased by wholesale distributor from DBTB will be confined to respective Govt. Schools of the Zones.

10. Inspection and Verification of records:

The DBTB has all the rights to enter into the premises (shop and godown) of its appointed wholesale distributors at any time/day for on the spot inspection and verifications of records. The wholesale distributor shall extend his/her full cooperation and facilitate the inspection and answer the queries of the inspecting official(s) to his/their fullest satisfaction.

11. Breach of contract: The following shall be considered as breach of trust and violation of contract:

- i) The wholesale distributor delivers pirated books or pirated copies are found in his premises.
- ii) The wholesale distributor violates the copyright Act.
- iii) Noncompliance of any of the terms and conditions as contained in the condition of contract shall also be treated as breach of contract.
- iv) The wholesale distributor shall not be allowed to discontinue in between the contract period failing which his security deposit and Bank Guarantee will be liable to be forfeited.

12. Arbitrators: In the event of any dispute or differences arising out of or in connection with the said agreement the same shall be referred to the Managing Director, DBTB for adjudication in accordance with the Arbitration and reconciliation Act. The Secretary, DBTB may either adjudicate the dispute himself or refer to someone else for adjudication from and within the DBTB.

Section V

On the letter head of the firm

Letter forwarding the application

To,

**The Secretary,
Delhi Bureau of Text Books
25/2, Institutional Area,
“D” Block, Pankha Road,
Janakpuri, New Delhi-110058**

Sir,

We, the undersigned offer ourselves for the appointment as DBTB’s wholesale distributors for distributing its text books and other material directly in allotted schools of the zone. The application form duly filled in and signed is attached.

We undertake, if our application is accepted, we will fulfill DBTB’s terms & conditions for the distribution of books as specified in the instructions to the applications and the conditions of contract for the appointment of wholesale distributors.

If our application is accepted we shall furnish a security deposit of Rs. 50,000/ - and a bank guarantee Rs. 2 lacs for the due performance of the contract.

We confirm that we meet the qualifying criterion prescribed by DBTB and have attached all necessary documentary evidence in its support.

Until a formal contract is prepared and executed, this application and your award letter(if any) shall constitute a binding contract between us.

We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will indulge in bribery or any other mal practice.

We understand that you are not bound to accept ours or any other application you may receive.

We attach herewith an affidavit confirming that the information furnished in the application is correct to the best of our knowledge and belief.

Dated this _____ day of _____ 2009.

Signature

Duly authorized to sign the application for and on behalf of _____

**Application Form for Appointment as Wholesale Distributor for
DBTB Publications.**

To,

**The Secretary,
Delhi Bureau of Text Books
25/2 Institutional Area Pankha Rd.,
D Block Janak Puri,
New Delhi-110058**

1. Name of the firm (in Block letters) _____

2. Date of establishment of the firm _____
(with suitable proof)

3. Full Postal Address _____

4. Telephone Number: Shop _____
Office _____
Fax Number _____
Mobile _____
Email address _____

Status of firm _____
(a) Proprietary (b) Partnership (c) Ltd. Company

6. (i) If the business is proprietary, name of the proprietor _____

(ii) If the business is in partnership
(attested copy of the deed is to be attached)
Name of all partners

* _____
* _____
* _____
* _____

(iii) If the firm is limited company (attach the copy of memorandum of association) _____

7. (i) Does the firm doing whole sale business in text books? _____
(attach detail with suitable proof)

(ii) Does the firm hold an agency of NCERT or of any other state text
book Bureau. (attach attested copy of suitable proof) _____

8. What other goods do you sell? _____

9. Detail of premises of the firm:

(a) Shop/office _____
(i) Specify area in sq.mts. _____
(to be supported by an architect certificate or copy of lease
deed with land lord stating the area occupied)

- (b) Warehouse/ Godown _____
(with address in Block letters) _____
Specify area in sq.mts. _____
(to be supported by an architect certificate or copy of lease deed with land lord stating the area occupied)
10. Details of financial standing of the firm:
1. Annual accounts, namely profit and loss account and the Balance Sheet, _____
2. Financial soundness and credit limit certificate. _____
11. Certified Copy of the Income Tax Return/ pan card. _____
12. Was your wholesale agency cancelled by the NCERT/DBTB or any other publisher for any reason or on any occasion in the past. _____

13. Any other information, which the applicant would like to add.
(attach additional sheet if necessary) _____

Signature of the prop./partner

Name in full _____

Stamp of the firm

List of Encl:

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Section -VI

(Wholesale distributor to furnish typed terms and conditions on a non-judicial stamp paper of Rs. 10/- duly attested by oath commissioner/Notary.)

Contractor Agreement On The Terms And Conditions With Regard To Appointment Of Wholesale Distributor.

M/s _____ address _____ is hereby appointed as a wholesale distributor for distribution of text books and other material published by Delhi Bureau of Text Books for classes 1st to 8th as per letter No. _____ dated _____ issued by the Delhi Bureau of Text Books.

- 1. M/s _____ shall furnish Bank Guarantee of a sum of Rs. 2 lacs along with the security deposit for a sum of Rs. 50 thousands within a week but not later than 23 -03-2009. The wholesale distributor so appointed shall be required to lift the text books on the pre payment basis from the Bureau's godown or from any other place/places in NCR of Delhi as per instructions of the Bureau.**
- 2. This contract shall be tenable w.e.f. 23.3.2009**
- 3. The Delhi Bureau of Text Books will allow 5% discount to the distributors on the sale price of text books.**
- 4. The distributor as aforesaid shall supply the text books to the schools of the zone at their school premises as assigned by DBTB.**
- 5. The distributor will supply the text books to the schools and shall maintain the distribution accounts invariably for examination as and when demanded either verbally or in writing by the Bureau.**
- 6. The distributor shall display or cause to display the public notice fully visible at the entrance of the establishment of the stock position on daily basis of the text books in his possession, which are in balance after the each day's supply.**
- 7. The distributor will carry out the delivery of text books to school only according to the instructions issued by the Bureau from time to time. The Bureau shall have the right of controlling and regulating the supply depending upon the availability of stock.**
- 8. The distributor will have to distribute text books to the schools as per the area already notified by the Bureau.**
- 9. The distributor shall not deface, engage in hard binding of the text books in any manner and also not demand any price on any text books published by the Bureau in any manner from the schools. The distributor shall invite penal action of black listing, forfeiture of security deposit and even launching of criminal proceedings against him in the event of violation of any of the clause of the agreement.**
- 10. The distributor shall be wholly responsible for properly maintaining the text books. If any damage is caused to the stock, the distributor shall bear the loss. No claim, what so ever, shall be entertained by the Bureau under any circumstances.**

11. The stock of books and accounts shall be liable for inspection by DBTB at any time during the contract period.
12. The Bureau shall not take back any stock of undistributed books from the distributor except.
 - i) When a particular book is removed from the curriculum of study from the schools.
 - ii) When any defective book is returned by the schools
 - iii) When the contract is terminated by the Bureau.
13. Distributor in any circumstances shall not be allowed to abandon distributorship in between the contract period, failing which the security deposit and Bank guarantee so deposited will liable to be forfeited.
14. The distributor shall maintain a separate record for the distribution of text books published by the Bureau. The text books of the Bureau shall be stored in a separate store/room/space and shall not be mixed up with other publications.
15. The distributor shall be liable to pay damages in the event the publications of the Bureau are damaged, destroyed in any manner what so ever to the extent of three times of the total printed price of the text books.
16. The Chairman of the Delhi Bureau of Text Books will be the final authority in selecting or rejecting any request for allotment of a wholesale distributorship without assigning any reason.
17. This contract can be terminated by the Managing Director/ Chairman of the Bureau at any time without assigning any reason.

The wholesale distributor appointed accepts the aforesaid and terms and conditions of the document of the contract.

Signed on this day _____ of _____ 2009.

Signature & Seal
Distributor

Signature & Seal on behalf
Delhi Bureau of Text Books

Witness

1.

2.

Section VII

Record of Stock and distribution

Note: Separate folio for each title and for each class is to be maintained as follows.

Title and Class _____

Date	Particulars	Invoice No.	Receipt	Issue	Balance	Remarks (If any)
1	2	3	4	5	6	7