



INDIAN INSTITUTE OF TECHNOLOGY MANDI
KAMAND - 175005

No. IIT Mandi/Central Library/Supply of Books/2015-16/9681-82 Date: 17/02/2016

(ANNEXURE – I)

**APPLICATION FORM FOR EMPLOYMENT OF VENDERS FOR SUPPLY OF
BOOKS TO CENTRAL LIBRARY, IIT MANDI**

(Please read the terms and conditions carefully before filling the form)

1. Name of the Firm:
2. Address(s) of Head Office & Branches with telephone numbers, fax numbers, email address, and website, if any:

3. Kind of Proprietorship/Company:

 - (i) Name, address, Telephone No., Fax No., and E-mail of Director/Managing Directors/Proprietor:

 - (ii) Name, address, Telephone No., Fax No., and E-mail of Partners, if any:

4. Please provide documentary proof of your membership for Federation of Publishers' and Booksellers' Association of India (FPBAI)
5. Are you a distributors/dealers/stockiest/exclusive/preferred agent of any publisher? If so, please attach copies of the authority letters issued by the



INDIAN INSTITUTE OF TECHNOLOGY MANDI

KAMAND - 175005

publishers along with the details of your distributorship/dealership/stockiest/exclusive or preferred agents.

6. Is the firm an Income Tax payee? If so, please attach one copy of Income Tax returns of last three consecutive years and also a copy of PAN card of the partners/owners.
7. Please provide details of your firm's Sales Tax Registration No. (Attach: Copies of, GST, CST Certificate).
8. Minimum 5 references of the Academic Libraries of national reputed organizations with whom you are already registered. (Please enclose a copy of documentary proof).
9. Please provide details of annual turnover of the last three consecutive years with documentary evidence.
10. Please provide an affidavit on a non-judicial stamp paper of Rs. 50.00 for not having black-listed by any of the Institutes or University or Government organization in India.

DECLARATIONS

- a. I/We _____ (name of the Partner/proprietors or share-holders) do hereby declare that the entries made in this application form are true to the best of our knowledge.
- b. I/We also hereby declare that all matters related to IIT Mandi Shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority.
- c. Mr./Ms. _____, whose signatures are given below, is an authorized representative of this firm.



INDIAN INSTITUTE OF TECHNOLOGY MANDI
KAMAND - 175005

- d. I/We also undertake the responsibility to communicate all subsequent changes in the constitution or working of firm, affecting the accuracy of the facts, stated above.
- e. I/We assure that if empanelled, the firm will serve the Institute for a minimum period of three years.
- f. I/We have read and understood the terms and conditions of IIT Mandi as mentioned in the document and consciously agree to abide by them.

Date:

**Signature of Partners/Proprietors
with Firm's seal**

Place:



INDIAN INSTITUTE OF TECHNOLOGY MANDI
KAMAND - 175005

The Terms and Conditions for supply of Books to IIT Mandi Library

1. General Conditions:

- a) The Director, IIT Mandi reserves the right to approve or reject any or all the vendors. His decision will be final in all cases in respect of acceptance/rejection/arbitration.
 - b) IIT Mandi reserves the right to add any additional vendor to the approved list of vendors or to place the purchase order to any of the vendors.
 - c) Incomplete or wrong information will disqualify the Vendor.
 - d) All Vendors are required to submit an undertaking in the enclosed format (Attached as Annexure-I), duly signed by authorized signatory his/her name and status, clearly indicated below the signature along with the official seal of the firm.
 - e) The received undertaking (s) after the due date and time will not be considered.
 - f) IIT Mandi does not bind to place the purchase order to the approved vendor.
2. Any bids received after **1:00 P.M. on 09th March, 2016** shall not be considered
3. The Technical Bids will be opened on **09th March, 2016 at 03:00 P.M.**
4. **Eligibility Criteria:** Quotations of only those bidders, who would fulfill the eligibility criteria as mentioned below, shall be considered. As such, necessary documents in this regard must also be enclosed with the quotation:
- a) The bidder should have minimum turnover of not less than 1 crore per annum for last three consecutive years. Balance sheet of previous three years {2012-13 (i.e. upto 31.03.2013), 2013-14 (i.e. upto 31.03.2014) & 2014-15 (i.e. upto 31.03.2015)} duly audited or certified by the Chartered Accountant be enclosed alongwith a statement showing three years turnover separately.
 - b) The Vendors who have earlier supplied the books to any of the IITs, IISc, IISERs and other Scientific Institutes of National Repute may only tender. The details of such institutions may also be given with the bids.



INDIAN INSTITUTE OF TECHNOLOGY MANDI

KAMAND - 175005

- c) The vendor should be a member of FPBA (The Federation of Publishers' & Booksellers' Associations in India) and copy of the membership should be enclosed.
- d) The vendor who has been banned or suspended or blacklisted due to any reason including corrupt and fraudulent practices adopted by themselves by any IITs, IISc, IISERs or other Institutes of National Repute, shall not be eligible to submit the bids. The vendor shall submit an affidavit to the effect that he is never blacklisted/banned or suspended by any Govt. library.
- e) Furnishing of wrong/ambiguous information in the compliance statement may lead to rejection of bid and further black listing of the bidder, if prima-facie it appears that the information in the compliance statement was given with a malafide/fraudulent intent.

5. **Tender Cost:**

A Demand draft of **Rs. 1,000/- (Rupees One Thousand only)** towards non-refundable **tender fee, drawn in favour of "The Registrar, IIT Mandi"** payable at Mandi should accompany the bid documents. In the absence of tender cost, the tender will not be accepted.

6. **Earnest Money Deposit (EMD):**

A refundable amount of **Rs. 50,000/-** as earnest money deposit (EMD) in the shape of DD from a scheduled bank in India (**valid for a minimum period of 3 months from the date of submission of tender**) should accompany the bid documents. The DD drawn in favour of "The Registrar, IIT Mandi" payable at Mandi should accompany the bid documents. The EMD should be kept in a separate sealed envelope, should be marked clearly and put in the outer envelope that contains the technical and financial bid envelopes. The bidders should enclose a pre-receipted bill for the EMD to enable us to return the EMD of unsuccessful bidders. Failure to deposit **Earnest Money** will lead to rejection of tender. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited.



INDIAN INSTITUTE OF TECHNOLOGY MANDI
KAMAND - 175005

7. Return of EMD:

- a) The earnest money of unsuccessful bidders will be returned to them without any interest within 15 working days after finalizing the panel.
- b) The earnest money of the successful bidder will be returned to them without any interest within 15 Days after successful completion of the duration of empanelment i.e. three years from the date of commencement of empanelment or till the validity of the empanelment. Any default on the part of the vendor will lead to forfeiture of security to IIT Mandi and the vendor will have no claim on it.

8. Security Deposit:

- a) Qualified vendors shall submit a Security deposit of Rs. 50,000/- (Rupees Fifty Thousand only) vide Demand draft/FDR, in favor of the Registrar, Indian Institute of Technology Mandi within five (05) days of confirming vendor empanelment. The concerned Demand draft/FDR should be valid for a period of 36 months from the date of empanelment.
- b) The above security deposit will be refunded to vendors without any interest, only on successful completion of the duration of empanelment i.e. three years from the date of commencement of empanelment or till the validity of the empanelment. Any default on the part of the vendor will lead to forfeiture of security to IIT Mandi and the vendor will have no claim on it.

9. Availability Status of Books:

- a) The library may place an enquiry with all the empanelled vendors for the required titles and number of copies of each thereof, by email.
- b) Within two days of receipt of the email, the vendors have to respond quoting the status of the titles (books) whether available with them or with publisher, along with the unit price, by reply email only.
- c) If the required title is OFP (Out of Print) or POD (Print on Demand), the sufficient valid supporting documentary proof should accompany the communication.



INDIAN INSTITUTE OF TECHNOLOGY MANDI

KAMAND - 175005

- d) In case of emergent requirements, orders may be placed with local vendors; however discount policy will remain the same.

10. **Purchase Orders & Supply of Books:**

- a) The library will place purchase orders with the empanelled vendor(s) who offers best and prompt services and will try to distribute purchase orders equally among all vendors.
- b) Supply of books has to be made strictly against and as per the purchase orders.
- c) Sending the acknowledgement of the receipt of purchase order, which is taken as acceptance of the purchase order, is mandatory, preferably by email.
- d) Any clarification/query regarding the purchase order should be sought from the Library within five (05) days of receipt of the order.
- e) In case of titles that are not supplied, a certificate of non-availability of those titles in the market from the publisher/distributor/stockiest should be furnished within the due date of supply.
- f) The supply should be free of freight charges.
- g) **Consignee and mode of Dispatch:** The books supply should be F.O.R. "The Deputy Librarian, Central Library Indian Institute of Technology Mandi, Library Block - A5, Distt. Mandi, Kamand-175005, H.P." by speed post Parcel/Registered Parcel/Courier/In-person. The charges will be borne by the vendor. Books sent via V.P.P. will not be accepted.
- h) Every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in supply, their quantity and price.

11. **Delivery Schedule of Books:**

- a) Maximum of Four (04) weeks for Indian titles.
- b) Maximum of Eight (08) weeks for Foreign titles.
- c) Only new books must be delivered.
- d) The costs of packing, freight charges, loading, unloading etc. at both the ends shall be borne by the vendors.



INDIAN INSTITUTE OF TECHNOLOGY MANDI

KAMAND - 175005

- e) Latest editions of books must be supplied, unless mentioned otherwise.
- f) Paperback editions of books should be supplied, unless specified otherwise.
- g) Indian editions of books should be supplied, unless mentioned otherwise.
- h) In case of non-availability of paperback and Indian editions, clarification/permission should be sought, preferably by email, from the Library, regarding supply of the available editions.
- i) In case there is a delay that is foreseen in supply, the concerned empanelled vendor should send a communication to the library explaining the same and seeking an additional required time to supply the same, atleast seven (07) working days before the expected due date of supply.
- j) If the provided reason for delay is justified with adequate proof e.g., communication from publisher/publisher's distributor or stockiest, the library may consider extending the supply time as may deem fit.

12. **Cancellations:**

- a) If the empanelled vendor(s) to whom the order has been placed fails to supply the entire order or any part of the order within the stipulated time, without sending any written communication to the library regarding delay or its (their) inability to supply the ordered title(s), then, the Institute reserves the right to cancel the order.
- b) Separate permission for supply of the cancelled titles should be sought from the library through email. The decision of accepting supply of cancelled titles is at the sole discretion of the Institute.
- c) After cancellations of consecutive three complete purchase orders, the vendor may be excluded from empanelment. In that case Institute library may place the order to another supplier.

13. **Bill/Invoicing procedure:**

- a) Pre- receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies).
- b) A revenue stamp should be affixed on the original bill and should be signed by authorized signatory.



INDIAN INSTITUTE OF TECHNOLOGY MANDI

KAMAND - 175005

- c) Invoice should be raised in favour of The Deputy Librarian, Central Library Indian Institute of Technology Mandi, Library Block-A5, Distt. Mandi, Kamand-175005, H.P.”
- d) One invoice should be raised against one purchase order (P.O.) only. Titles from different POs should not be combined and supplied under one invoice.
- e) Every invoice should certify the following:**
 - 1) The prices charged in this invoice are the actual, current publisher’s prices as billed to us; and are true and correct.
 - 2) The prices charged are as per the publisher’s invoice (Publishers/importers/distributors) and latest catalogue.
 - 3) The latest editions have been supplied, and they are not remaindered titles.
 - 4) The books supplied against this order have been checked against defects in collation, binding, and condition of accompanying material viz., CDs etc., and for other physical conditions. If any defects are detected later, the defective books will be replaced without any payment by the institute. The vendor will be liable to arrange for supply of replaced books at the destination of supply.
- f) Every invoice should enclosure the following:**
 - 1) A copy of publisher’s invoice as a price proof.
 - 2) A currency conversion proof.
 - 3) Every price proof and currency conversion proof should contain seal and authorized signature of the vendor.
 - 4) Intimation from publishers’ end if any change occurs in quotation price and final billing price, otherwise, quotation price will be treated as the actual price.



INDIAN INSTITUTE OF TECHNOLOGY MANDI
KAMAND - 175005

14. **Discount: The following discount pattern should be followed:**

Sr. No.	Description	% of discount
1.	All books (except reference sources viz., handbooks, dictionaries, manuals and encyclopedias etc.)	20%
2.	Reference material viz., handbooks , dictionaries, manuals and encyclopedias etc.	30%
3.	Short discount & non-discount	10% handling charges will be given on publishers' price
4.	Books through online portals e.g. amazon.com, flipkart, etc.	10% handling charges will be given on actual paid amount

15. **Conversion Rates:**

- a) The prices in the invoice should be indicated in original currencies.
- b) Reserve Bank of India's (RBI) Currency conversion rates as applicable on the date of the purchase order should only be followed, and should also be clearly indicated on the invoice.

16. **Return of Bad Condition Books:**

- a) If a supplied book does not conform to specification or if the book is not in good condition, the Supplier will be asked to take back the book at his own expense and replace it with the new one within 15 days, failing which Institute will not be responsible for payment of damaged book. The Library will not be responsible for such books if not taken back and replaced within the said period.



INDIAN INSTITUTE OF TECHNOLOGY MANDI

KAMAND - 175005

- b) Defective copy if any, supplied will be returned even stamped accessioned after any length of time, when detected.
- c) In order to take the payment of remaining supplied books from the same order, vendor has to furnish a fresh bill of the accepted title(s).

17. **Validity of Empanelment:**

Initially, validity period of empanelment for the supply of books will be three years extendable to another two years on yearly basis on satisfactory performance of book vendor.

18. **Termination of Vendors' employment**

A Vendor's employment may be terminated/dropped/black-listed from the panel of vendors at the occurrence of any of the following reasons:

- a) If the vendor fails to deliver even, at least 70% of the supply (in term of number of titles ordered to the concerned) during the year.
- b) In case of breach of any terms of agreement, or unsatisfactory/inefficient working on the part of the vendor.
- c) If at any time it is found that the information provided by the vendor in any form about publications, services and related matters are incorrect and result in losses in any form to the Institute.
- d) In such case(s), the institute will be at liberty to terminate the vendors' employment without giving any prior notice to the vendor/supplier, and the Institute reserves the right to claim the amount of loss occurred to the Institute, from the available invoices submitted by that vendor/supplier.



INDIAN INSTITUTE OF TECHNOLOGY MANDI
KAMAND - 175005

19. Other Terms and Conditions:

- a) The Institute reserves the right to change or modify or amend or substitute any clause(s) in the “Terms and Conditions”, if required, at any time.
- b) Number of vendors/suppliers/publishers etc. for empanelment will be fixed by IIT Mandi.
- c) The Competent Authority of IIT Mandi reserve the right to approve or reject any or all of the applications of agencies, whose decision will be final in all the cases and binding on both parties.
- d) All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of Director, IIT Mandi or his nominee. The decision of the arbitration shall be final & binding on both the parties. The empanelment will be interpreted under Indian Laws and disputes adjustable within the jurisdiction of court of law of IIT Mandi.