



राष्ट्रीय प्रौद्योगिकी संस्थान दिल्ली

NATIONAL INSTITUTE OF TECHNOLOGY DELHI

(An autonomous Institute under the aegis of Ministry of HRD, Govt. of India)

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(TERMS AND CONDITIONS FOR THE SUPPLY OF BOOKS)

Sub: Registration/Empanelment of Vendors for Supply of Books (Print) to Central Library, NIT Delhi.

National Institute of Technology, Delhi invites **Expression of Interest** for “Registration/Empanelment of Vendor(s) for the supply of Books (Print)” on prescribed Format from reputed Vendor(s)/Distributor(s)/Supplier(s) in India, to Central Library, NIT Delhi.

This Empanelment will be valid initially for one year (i.e. 2019-20), and may be further extendable upto two more years (till 2021-22), at the sole discretion of the Institute. Interested Vendor(s)/Distributor(s)/Supplier(s) may submit the application form complete in all respects along with **DD of Rs. 1000/- (Non-refundable) in favor of the ‘Director, NIT Delhi’ payable at Delhi as the Vendor Registration Fee** accompanied with one copy each of the requisite documents to “The Director, National Institute of Technology, Delhi, NILERD Campus, Sector A-7, Institutional Area, Narela, Delhi-110040” by post only.

Last Date for Submission of Applications: 15th April, 2019 till 5:00 pm.

Instructions for applicants, detailed terms and conditions for the supply of books are as below and the Application Proforma (Annexure I) is also enclosed herewith:

I. Instructions for Applicants

- Interested Vendor(s)/Distributor(s)/Supplier(s) should submit their response in the prescribed format, in sealed envelope **super-scribing- ‘Kind Attention: Assistant Librarian, Application for the Registration/Empanelment for the Supply of Books’**.
- The application should be signed by an authorized signatory of Vendor(s) bearing his/her full name and status, clearly indicated below the signature along with the official seal of the firm.
- Incomplete and conditional applications will not be considered.**
- At any given point of time, if any of the documents furnished by the Vendor(s)/Distributor(s)/Supplier(s) is found to be false, it would be deemed to be a breach of terms and contract making the firm concerned liable for legal action besides termination of empanelment.
- Strict discipline is expected to be maintained with respect to application for empanelment. No Canvassing or repeated communication should be made with the Library. Failing to maintain this discipline, the application(s) is liable to be rejected by the Institute.

- f. The application(s) received after the due date and time, will not be considered and straightway rejected.
- g. The applications will be scrutinized and shortlisted for empanelment by Library Committee. The Shortlisted Vendor(s)/Distributor(s)/Supplier(s) will be informed by email and/or by regular post for further procedure, as required.
- h. The short-listed Vendor(s)/Distributor(s)/Supplier(s) for empanelment are required to agree to supply as per the Institute **“Terms & Conditions for Supply of Books (Print)”** as stipulated hereunder.

II. Terms & Conditions for Supplying Books

The empanelled vendors would be required to follow the following guidelines, which would serve as a terms and conditions for supplying the Books (print):

1. General

- a. Without Registration Fee, the application will not be entertained for the Vendor Registration/ Empanelment.
- b. The Director, NIT Delhi reserves the right to approve or reject any of all the Vendor(s)/Distributor(s)/Supplier(s), whose decision will be final in all cases in respect of acceptance/rejection/arbitration.
- c. NIT Delhi is not bound to place the purchase order to the approved vendor.

2. Security Deposit

- a. After the vendor registration, the selected vendors for Empanelment shall submit a **security deposit of Rs. 20,000/-** (Rupees Twenty Thousand only) in the shape of ‘Performance Bank Guarantee’ within one month after the empanelment of vendor.
- b. The confirmation for Empanelment will be sent to the vendor preferably by mail. The above security deposit will be refunded to the vendors only after successful completion of the duration of empanelment i.e., one year from the date of commencement of empanelment. Any default on the part of the vendor will lead to forfeiture of security of the vendor and the vendor will have no claim on it.
- c. The Security Deposit amount will not carry any interest.
- d. The Institute may empanel more than one Supplier and shall be free to purchase books through any one or more of them.

3. Pre-order Inquiry

- a. The Library will send a “Pre-order Inquiry” via an Email, to all the empanelled Vendors, for the required list of books to know the following details, in accordance with these approved “Terms & Conditions”:
 - Availability (In stock/procurable/whatever may be the availability condition)
 - Shipping time (in weeks), strictly in weeks only.
 - Unit Price (in Original Currency)
 - Validity period of price information provided.
- b. The empanelled vendors have to respond with the details inquired for, within three (03) working days from the date of receipt of the “Pre-order Inquiry”, by Email only.

4. Purchase Orders

- a. The Library will place purchase orders with the empanelled vendor(s) who offers best and prompt services and will try to distribute purchases orders equally among vendors.
- b. Supply of books has to be made strictly against the purchase orders only.
- c. Sending an acknowledgement of the receipt of purchase order, which is taken as an 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.

5. Supply

- a. Delivery should be FOR (i.e. free of freight/postal charges etc. and inclusive of all taxes, if any) at the Central Library, NIT Delhi.
- b. **Consignee and Mode of Dispatch:** The Books should be consigned to the Assistant Librarian, Central Library, NIT Delhi, NILERD Campus, Sector A-7, Institutional Area, Narela, Delhi-110040. If the supply is made by post, the books should be sent as registered post/parcel/courier/in person and charges for the same will be borne by the supplier. Books sent via V.P.P. & Train will not be accepted.
- c. Every supply should be accompanied by a delivery Invoice, clearly bearing the details of the items and titles in supply, their quantity and price.

6. Time-frame for Supply

- a. 30 days (maximum) – for Indian/Foreign titles (If available in India).
- b. 60 days (maximum) – for Foreign titles (if not available in India).
- c. If the requested title(s) is OFP (Out of Print) and POD (Print on Demand), sufficient valid supporting documentary proof should accompany the communication seeking any extra time for supply.
- d. In case of titles that are not supplied, a certificate of non-availability of those titles in the market from the Publisher/Publisher's distributors/Stockiest should be furnished within the due date of supply.
- e. In case there is a delay in supply, the concerned empanelled vendor should send a communication to the library explaining the same and seeking and additional required time to supply the same, atleast seven (07) working days before the supply due date.
- f. A maximum of ten days (for Indian books) and fifteen days (for foreign books) extension limits may be allowed at the discretion of the Chairperson (Library Committee) respectively only under extraordinary situations.

All books must be supplied within the mentioned period, failing which, the order will automatically stand canceled and no supply will be accepted against the orders after the expiry of the period.

- g. The final decision to accept the supply after the extension due date shall be at the sole discretion of the competent authority, provided the reason for delay is justified with the adequate proof e.g., communication from Publisher/Publisher's distributors or stockiest.

7. Termination of Registration and Delisting from the Panel

- i. A vendor's registration may be terminated/dropped/black-listed from the panel of registered suppliers at the occurrence of any of the following event:
 - a. If the vendor fails to deliver even, at least 70% of the supply (in terms of number of titles) 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. In such case(s), the Institute will be at liberty to cancel the registration/empanelment without giving any prior notice to the vendor/supplier and the **Institute reserves the right to forfeit the security deposit** or the amount of loss occurred to the Institute, from the available invoices submitted by that vendor/supplier.
 - d. Also, If the empanelled vendor 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 titles(s), then the Institute reserves the right to cancel the order and place the empanelled vendor(s) in its black list after providing them an opportunity to represent their side.

8. Re-Ordering of the Unsupplied Titles/Book(s)

- a. After the supply period is over, the unsupplied Titles/Book(s) may be included in the next fresh Purchase Order(s) on the sole discretion of the Institute to any of its registered/empanelled vendor(s).

9. Edition Specifications

- a. Latest edition(s) of books must be supplied, unless mentioned otherwise.
- b. Paperback edition(s) of books should be supplied, unless specified otherwise.
- c. Indian edition(s) of books should be supplied, unless mentioned otherwise.
- d. 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.

10. Discount

- a. The empanelment of Vendor(s)/Distributor(s)/Supplier(s) will be decided on the basis of the discount(s) rate quoted by them in their application form (enclosed as Annexure I), and finalized by the Library Committee on further approval by the Institute's Competent Authority. The discount(s) shall remain in force during the period of empanelment.
- b. It may be specifically noted that no changes in the accepted rates shall be allowed during the period of empanelment.

11. Invoicing procedure and Conversion Rates

- a. The Invoice should bear the firm's IT PAN.
- b. Pre-receipted Invoice(s)/bill(s) are to be submitted in triplicate (3 Copies).
- c. A revenue stamp should be affixed on the original bill and should be signed by authorized signatory.
- d. **Invoice should be raised in favor of the Director, NIT Delhi, Sector A-7, Institutional Area, Narela, Delhi-110040.**
- e. Titles from different POs should not be combined and supplied under one Invoice.
- f. The prices in the invoice should be indicated in original currencies.
- g. The vendor should be the registered member of any Association approved by GOC, Federation of Publishers and Booksellers Association in India and any other State/National Association(s) of books suppliers.
- h. Library/Institute may take approx. 90 days from the date of the ordered Book(s) received for final payment to the vendors/suppliers.
- i. The vendor will have to submit the bills of foreign books converted to Indian rupees at the GOC Rate given by Federation of Publishers and Booksellers Association in India.

12. Mandatory enclosure with Invoice

- a. For price verification book seller shall generally produce the publisher's/distributor's Invoice under which he purchased the book. A copy of publisher's/distributors printed/online catalogue of the order period may be also accepted if above is not applicable.
- b. A currency conversion proof with date.
- c. Every price proof and currency conversion proof (GOC Rates) should contain seal and authorized signature of the vendor.
- d. Undertaking: Every invoice should be accompanied with the following undertaking:
 - The prices charged in this invoice are the actual, current publisher's prices as billed to us; and are true and correct.
 - The prices charged are as per the publisher's invoice (publishers/importers/distributors) and latest catalogue.
 - The latest editions have been supplied, and they are not remaindered titles.
 - 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 by us free of cost, at the destination of supply.

13. Return of Damaged Books

- a. The books supplied should be latest edition and best quality in brand new condition without any damage. If the defective/damaged book(s) are received, then library will not accept them and the vendor will be responsible to take it back and replace it

within one month at his own cost. The Library will not be responsible for such books if not taken back and replaced within the prescribed period.

14. Other Terms and Conditions

- a. The vendors should be resourceful to procure books of all major publishers and should be able to import books from other countries.
- b. No vendor shall have the sole right to supply books/publications notwithstanding the discount rates so decided, the NIT Delhi shall have the right to procure books/publications on higher discount rates.
- c. Number of Vendor(s)/Distributor(s)/Supplier(s) etc. for empanelment will be fixed by NIT Delhi.
- d. The Institute reserves the right to changes or modify or amend or substitute any clause (s) in the "Terms and Conditions", if required, at any time.
- e. All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of Director, NIT Delhi 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 within the jurisdictions of Delhi.
- f. **NIT Delhi rules and regulations will be applicable on Local Book Vendor(s)/Distributor(s)/Supplier(s).**