



मालवीय राष्ट्रीय प्रौद्योगिकी संस्थान जयपुर
Malaviya National Institute of Technology, Jaipur
Central Library

Sub: Empanelment of Vendors for Supply of Books (Print) to MNIT Jaipur Library

Malaviya National Institute of Technology Jaipur invites an open offer of interest for “Empanelment of Vendors for the Supply of Books (Print)” in prescribed Format from reputed vendors/distributors/library suppliers in India to MNIT Jaipur Library.

This empanelment will be valid initially up to **02 (Two) Years** from the date of final approval of empaneled suppliers list, and it may be further extendable with a written request from the vendors/suppliers, at the sole discretion of the institute. Interested vendors/distributors/library suppliers may submit the applications and one copy of each of the requisite documents to “The Librarian, Central Library, Malaviya National Institute of Technology Jaipur - 302017, Rajasthan”.

Last Date for Submission of Applications: **5.00 pm on 04 July, 2022** Instructions for applicants, detailed terms and conditions, application proforma are as follows:

Instructions for applicants:

- a) Interested vendors/distributors/library suppliers should submit the **application form in sealed envelopes** super scribing – Application for Empanelment for the supply of Books.
- b) The application should be signed by an authorised signatory of the vendor(s) bearing his/her full name and status, clearly indicated below the signature, along with the official seal of the firm.
- c) **Incomplete and conditional applications will not be considered.**
- d) At any given point of time, if any of the documents furnished by the vendors/suppliers are found to be false, it would be deemed to be a breach of terms of contract making the firm concerned liable for legal action besides termination of empanelment.
- e) Strict discipline is expected to be maintained with respect to the application for empanelment. No canvassing or repeated communication should be made with the library. Failing to maintain this discipline, the applicants are liable to be black-listed by the institute.
- f) The received application(s) will not be considered after the due date and time.
- g) The applications will be scrutinized and shortlisted for empanelment by the competent authorized Library committee. The shortlisted vendors will be informed by email or by regular post for further procedure.
- h) The short-listed vendor(s)/distributors(s)/library supplier(s) for empanelment are required to agree to supply as per the Institute’s “Terms & Conditions for Supply of Books (Print)” as stipulated hereunder.

The following “Terms and Conditions will govern the empanelment for the supply of books (print)”.

1. General

- a. The authority of MNIT Jaipur reserves the right to approve or reject any or all the vendors, whose decision will be final in all cases in respect of acceptance/rejection/arbitration.
- b. MNIT Jaipur does not bind to place the purchase order to the approved vendor.

2. Purchase Orders

- a. The library will place purchase orders to the empaneled vendor(s) who offers the best and prompt services and will try to distribute purchase orders equally among vendors. However, the institute reserves the right to order all the books to a single vendor or a part thereof to other vendors.
- b. Supply of books has to be made strictly against the purchase orders only.
- c. Sending an acknowledgement of the receipt of the 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 Librarian within five (05) days of receipt of the order.
- e. Library may order/re-order the unsupplied book to those vendors who respond promptly on willingness to supply and took minimum time to deliver the books.
- f. No claim/Objection will be accepted from the vendors in respect of an equal ratio of the expected budget amount distributed for the purchase order.
- g. Librarian reserves the right to purchase order.
- h. Procurement can be directly from the publishers or the sole representative of foreign publishers in India.

3. Time frame for supply

- a. 30 days (maximum) - for Indian/Foreign titles (if available in India).
- b. 45 days (maximum) - for foreign titles (if unavailable in India).
- c. The Books should be consigned to The Librarian, Central Library, Malaviya National Institute of Technology Jaipur - 302017, Rajasthan.
- d. If the requested title(s) is OOP (Out of Print) or POD (Print on Demand), sufficient valid supporting documentary proof should accompany the communication for seeking any extra time for supply.
- e. In the case of not supplying titles, a certificate of non-availability of those titles in the market from the publisher/publisher's distributor/stockiest should be furnished within the due date of supply.
- f. If a delay 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, at least seven (07) working days before the supply of due date.
- g. If the provided reason for the delay is justified with adequate proof, e.g., communication from publisher/publisher's distributor or stockiest, the librarian/In-Charge may consider extending the supply time as may deem fit. However, this should not exceed five (05) weeks from the original supply due date.
- h. The supply should be free of freight charges.
- i. If the supply is made by post, the books should be sent via registered post/parcel or courier, whose charges will be borne by the supplier. Books sent via V.P.P. & Train will not be accepted.
- j. Every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in supply, their quantity and price.

4. Conditions for cancellations of the released purchase orders

- 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 empanelled vendor(s) will be charged with liquidated damages at the rate of 2% of the value of the order not fulfilled, per week, up to five weeks.
- b. Thereafter, 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.
- c. The decision of accepting the supply of cancelled titles is at the sole discretion of the Institute and the decision of the competent authority of the Institute shall be final in this regard.

5. Edition specifications

- a. Latest editions of books must be supplied. (Only the latest editions are required, if not specified. Supply of book(s) should be made within one month from the date of order. If not confirmed, the order will be treated as cancelled.)
- b. By default, paperback editions of books must be supplied.
- c. By default, Indian editions of books must be supplied.
- d. In case of unavailability of paperback and Indian editions, supply of the available editions in lieu of the default is accepted.

6. Discount

- a. **Standard discount rate is a minimum of 25% on RBI exchange rate on all types of books irrespective of the no. of copies except 0% discounted books/ publications (such as government/ NGO/ Institutions etc.)**
- b. **Vendors are encouraged to quote above 25% discount rate, the valid & qualified vendors will be again asked for their willingness to supply on the maximum quoted discount rate.**

7. Invoicing procedure and Conversion Rates

- a. The Invoice should bear the firm's IT PAN and account detail for the online transfer of payments.
- 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 the authorized signatory.
- d. Invoice should be raised in favour of The Registrar/ The Librarian, Central Library, Malaviya National Institute of Technology Jaipur - 302017, Rajasthan.
- e. One invoice should be raised against one purchase order (P.O.) only. Titles from different P.O.s should not be combined and supplied under one invoice.
- f. The prices in the invoice should be indicated in original currencies.
- g. Reserve Bank of India (RBI) currency conversion rates as applicable on the **date of Purchase Order** OR (conversion rate of next day if rate not available on the date of PO like Saturday) should be followed, and should also be clearly indicated on the invoice.
- h. Library/Institute may take approx. 90 days from the date of the ordered Book (s) received for final payment to the vendors/suppliers.

8. Mandatory enclosures with Invoice

- a. For price verification bookseller shall generally produce the publisher's invoice under which he purchased the book. A copy of the publisher's/distributor invoice/copy of the printed catalogue of the order period may be also accepted but the library may ask to provide the publisher invoice only.
- b. A currency conversion proof with a date.
- c. Every price proof and currency conversion proof should contain the seal and authorized signature of the vendor.

9. Termination of empanelment

A vendor's empanelment may be terminated/dropped/black-listed from the panel of suppliers at the occurrence of any of the following events:

- a. In case of breach of any terms of the agreement, or unsatisfactory/inefficient working on the part of the vendor.
- b. If at any time, found that the information provided by the empanelled vendor in any form about publications, services and related matters is incorrect and results in losses in any form to the Institute.

10. MNIT Jaipur Rules and Regulations will be applicable to Local/ Campus Book Vendors/Suppliers.

11. 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. Wrongly supplied books must be collected within 45 days of the supply else the library will have full right to enter the said book in the library record preferably under Gratis.
- c. Supplied wrong, misprinted, etc. books must be replaced at any time even after putting a library stamp on them.
- d. No vendor shall have the sole right to supply books/publications notwithstanding the discount rates so decided, the MNIT Jaipur shall have the right to procure books/publications on higher discount rates.
- e. The library may invite empanelled vendors for small book exhibitions at regular intervals of time. Main book fair will be open for all vendors/publishers/suppliers with separate terms and conditions.
- f. Number of vendors/suppliers/publishers etc. for empanelment will be fixed by MNIT Jaipur.
- g. All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of the Director, MNIT Jaipur 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 the court of law of MNIT Jaipur.
- h. In case of vagueness and any discrepancy in the name of the author and title, please get clarification from the undersigned before supply.
- i. In the case of short discount publications, books may be accepted at discount offered by the publisher and 5% handling charges may be given.
- j. In the case of multi volumes publications, only complete sets are to be supplied unless otherwise indicated.
- k. The books supplied must be in physically sound condition, otherwise these will be returned to you at your own expense.
- l. Your bills in Duplicate should bear our order number and date and certificate to the effect that net published prices have been charged. The first copy of the bill should be a pre-receipted one.
- m. In case the price is not printed on the book please supply price proof along with a current copy of conversion rates so that your bill is processed promptly.
- n. Please ensure that books being supplied are not remaindered titles.
- o. The books should be sent post-free and delivered to the Institute Library.
- p. In case of unsupplied titles a certificate, of non-availability of that title(s) / books(s), in the market from the publisher/authorized distributors/ stockiest of the publisher be enclosed/ produced to the Institute.
- q. Payment will be released only after the complete supply of books, as per the order, is made to the Institute.

Dr Rishi Tiwari
(Librarian)

Rishi
14/05/2022

R. K. Vyas
10/5/2022
Prof. R. K. Vyas
(Coordinator, Library)

Page 4 of 8



मालवीय राष्ट्रीय प्रौद्योगिकी संस्थान जयपुर
Malaviya National Institute of Technology, Jaipur
Central Library

APPLICATION FORM FOR EMPANELMENT OF VENDORS FOR SUPPLY OF BOOKS (PRINT) TO MNIT JAIPUR LIBRARY

(PLEASE READ THE "TERMS AND CONDITIONS" CAREFULLY BEFORE FILLING OUT THE FORM)

(Strike off whichever is not applicable)

1. Name of the Firm	:.....
2. Complete postal address	:..... :..... :..... :.....
Telephone and Mobile Number	:.....
Fax number	:.....
Email address	:.....
Website URL if any	:.....
3. Kind of Proprietorship (Tick)	a. Single b. Partner
4. Name and address of Directors / Managing Directors / Proprietor	:..... :..... :..... :.....
5. If partnership, name and address of partners	:..... :..... :..... :.....
6. Discount offered in %	

7. Please tick mark and provide documentary proof of your membership if any of the following associations, **to be eligible firm must be member of the FPBAI since last five years.**

- (i) Good Offices Committee (GOC).
- (ii) Federation of Publishers' and Booksellers' Association of India (FPBAI).

8. Are you a distributor/dealer / stockiest / exclusive or preferred agent? Please attach copies of the authority letters issued by the publishers and details of your distributorship/dealership / stockiest / exclusive or preferred agent(s).
9. Year of starting of the firm with registration number/date.....
10. PAN/TAN no.....
11. GST registration No. (Attach copies of GST certificate)
12. Is the firm Income Tax payee? If so, please attach one copy of each of the Income Tax Returns for the last three consecutive years and also a copy of the PAN card of the partners /owners.
13. Minimum four (04) references of the Libraries of reputed institutes/organizations you are already registered with, such as institutes of national importance, the government established research laboratories (e.g. IITs, IISc., NITs, IIMs, CSIR Labs, ICMR etc.), etc. If not been able to submit so, the proper justification to be submitted and the committee's decision to include the name will be considered final.
14. Please provide details of the firm's annual turnover for the last three consecutive years with documentary evidence. **To be eligible, a minimum of 1 crore turnover per year is required in the previous three years.**
15. Please provide an affidavit on a non-judicial stamp paper of Rs. 50.00, for not having been black-listed in the last three years by any of the institutes, universities, or government organizations in India.

DECLARATION

1. I / We..... (Names of proprietor(s) / partners or shareholders) hereby declare that the information provided in this application form are true to the best of our knowledge and that we shall be bound by the acts of duly constituted attorney.

2. I / We also hereby declare that all matters related to Malaviya National Institute of Technology Jaipur shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority.

3. Mr./Ms. whose signatures are appearing below, is / are the authorized representative(s) of the firm.

4. 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.

5. I / We assure that if empanelled, the firm will serve the Institute for a minimum period of one year.

6. I / We have read and understood all the **“Terms and Conditions”** of MNIT Jaipur as mentioned in this document and consciously agree to abide by them.

Signature of Partners / Proprietors:

Place:

Signature of Authorized representative of the firm:

Date (with Firm’s Seal):

Authorized Signature of Vendor/Supplier with Date and Stamp