



भारतीय  
प्रौद्योगिकी  
संस्थान  
काशी हिन्दू विश्वविद्यालय



INDIAN  
INSTITUTE OF  
TECHNOLOGY  
BANARAS HINDU UNIVERSITY

MAIN LIBRARY, IIT (BHU)

☎ कार्यालय: +91-542-716-5803; ई-मेल: [deputylibrarian@iitbhu.ac.in](mailto:deputylibrarian@iitbhu.ac.in); वेबसाइट: <https://iitbhu.ac.in/cf/lib>

Ref. No. IIT(BHU)/LIB/20-21/Vendor\_Empanelment/01

15<sup>th</sup> October 2020

## Expression of Interest

For

Empanelment of Vendors for Supply of Books to the Main Library,  
Indian Institute of Technology (BHU), Varanasi, UP. India.

Date of e-Publishing on Institute website: **15.10.2020**

Last date of the submission of the filled “Expression of Interest” document: **30.11.2020**

(Tender document is to be submitted duly signed in ink on each page with official seal stamped and should reach in **Main Library, IIT(BHU), Varanasi-221005 Upto 5:00 PM of 30.11.2020**)

### Note:

The full details with necessary documents can be downloaded from the Institute Website of IIT(BHU) (<https://iitbhu.ac.in/tenders>) or from the webpage of Main Library, IIT(BHU) (<https://iitbhu.ac.in/cf/lib>)



## Empanelment of Vendors for Supply of Books to the Main Library, IIT (BHU), Varanasi.

### Section –A

The Main Library, Indian Institute of Technology (Banaras Hindu University), Varanasi invites expression of interest for “Empanelment of Vendors for the Supply of Books” on prescribed format from reputed vendor(s)/supplier(s)/distributor(s) in India, to the Main Library, IIT (BHU), Varanasi.

Interested vendor(s)/supplier(s)/agent(s)/distributor(s) may respond in the prescribed format given at the end of this document, along with one copy each of the requisite documents to “The Prof-In-Charge, Main Library, Indian Institute of Technology (Banaras Hindu University) Varanasi -221005”.

Instructions for vendors(s)/suppliers(s)/distributor(s), detailed terms and conditions, format of response, are as follow:

### **Instructions:**

1. Interested vendor(s)/supplier(s)/distributor(s) should submit their **response in the prescribed format, in sealed envelope** superscripting – **Expression of Interest for Empanelment for the Supply of Books to the Main Library, IIT (BHU) Varanasi”**.
2. The response should be signed by an authorized 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.
3. Incomplete and conditional responses will not be considered. At any given point of time, if any of the documents furnished by the vendor(s)/supplier(s) is found to be false, it would be deemed to be a breach of terms of contract making the concerned firm liable for legal action, besides termination of empanelment and forfeiture of security deposit.
4. Strict discipline must be maintained with respect to expression of interest for empanelment with the Main Library, IIT (BHU) Varanasi. No canvassing or repeated communication should be made with the Library, failing which may attract punitive action and will become liable to be de-listed by the Institute.
5. Responses received after the deadline will not be considered. No vendor /supplier/distributor will be allowed to withdraw after submission of applications.
6. The responses will be scrutinized and shortlisted by a Committee duly constituted by the Competent Authority of the Institute. The shortlisted vendor(s)/supplier(s) will then



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be required to be present at the Institute for personal interaction (if committee decide) on a date, which will be informed by email.

7. The short-listed vendor(s)/distributor(s)/supplier(s), are required to:
  - a. agree to supply as per the Institute's "Terms & Conditions for Supply of Books" as stipulated here, and
  - b. **submit a Security Deposit of Rs. 50,000/- in favour of The Registrar, IIT (BHU) Varanasi, which is refundable if services found satisfactory as per term and conditions.**
8. The Committee will recommend a panel of vendor(s)/supplier(s)/distributor(s) to the Competent Authority. The approved panel will be displayed on the Main Library, IIT (BHU), Varanasi Website and the empanelled vendor(s)/supplier(s)/distributor(s) will also be informed by email.
9. This empanelment will be valid initially for **one year** and may be extended upto **Five years**, but one year at a time depending upon satisfactory performance of the empanelled vendor(s)/supplier(s)/agent(s)/distributor(s), at the sole discretion of the Institute.

### Check List of enclosures:

1.	Proof of your membership in any of the associations: (i) Good Offices Committee (GOC) (ii) Federation of Publishers' and Booksellers' Association of India (FPBAI). (iii) Any other State / National Association(s) of book suppliers.	
2.	Copies of the authority letters issued by the publishers along with details of your distributorship/ dealership/ stockiest/ exclusive or preferred agent(s).	
3.	Copy of PAN Card of firm/ owner/ partners.	
4.	One copy each of Income Tax returns of last three consecutive years.	
5.	Details of your firm's Sales Tax Registration Number (Copy of GST, CST Certificate)	
6.	Minimum four (04) references of the Libraries of reputed Institutes/ Organizations with whom you are already registered such as Institutes of National Importance, Government established Research Laboratories (e.g. IITs, NITs, etc.). At least one reference from IITs Library.	
7.	Details of the annual turnover of the firm for the last three consecutive years with documentary evidences.	
8.	Affidavit on a non-judicial stamp paper of Rs. 100/- of not having black- listed for minimum three (03) years by any of the Institutes or Universities or Government organization in India.	



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9.	Demand Draft of Rs. 2000/- (Two Thousand Only) + 360/- (Three Hundred Sixty Only) GST/IGST @18% in favour of "The Registrar, IIT(BHU), Varanasi-221005".	
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**Empanelment for supply of books will be governed by  
the following "Terms and Conditions"  
(w.e.f. 2019)**

**Section-B**

**1. General**

- (i) The Director, IIT (BHU), Varanasi 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.
- (ii) Main Library, IIT (BHU), Varanasi reserves the right to add and/or drop any vendor to/from its empanelled list, and/or to place purchase order(s) with any vendor(s) at any time, with the approval of Competent Authority.

**2. Pre-order Inquiry**

- (i) The Library may send a "Pre-order Inquiry" by email, to all the empaneled vendors, for the required list of books to know the following details, in accordance with these approved "Terms & Conditions":
  - (a.) Availability (In stock/procurable/whatever may be the availability condition)
  - (b.) Shipping time (in weeks), strictly in weeks only.
  - (c.) Unit Price (in Original Currency)
  - (d.) Validity period of price information provided.
- (ii) The empanelled vendors have to respond with the details inquired for, within five (05) working days from the date of receipt of the "Pre-order Inquiry", by email only.
- (iii) All the details inquired for must be provided. If any field is left blank, the response will not be considered.

**3. Purchase Orders**

- (i) The Library will place purchase orders with the empanelled vendor(s), in rotation basis.
- (ii) The purchase orders will be placed with the empanelled vendors based on the shortest turnaround time (T1) in case of pre-order inquiry as committed by the vendor against the pre-order inquiry placed by the Library, also keeping in view



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their past performance and their links with the publishers and distributors, as finalized by Library.

- (iii) Supply of books has to be made strictly against the purchase orders only.
- (iv) Sending an acknowledgment of the receipt of purchase order, which is taken as an acceptance of the purchase order, is mandatory, by email only.
- (v) Any clarification/query regarding the purchase order should be sought from the Library within five (05) days of receipt of the order.

### 4. Time-frame for supply

- (i) The turnaround time committed by the vendor (in case of pre order-inquiry) at the time of pre-order inquiry is considered in the first place. Otherwise, 4 weeks in case of Indian publication & 8 Weeks in case of foreign publication is the set, general maximum time-frame for meeting the supply.
- (ii) If the requested title(s) is "Out of Print" (OOP), "Out of Stock" (OOS) or "Print on Demand" (POD), sufficient valid supporting documentary proof should accompany with the request letter for extension of time.
- (iii) In case of titles that are not supplied, 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.
- (iv) In case there is a delay that is foreseen in supply, the concerned empanelled vendor should send a request for extension of time with reasons, at least, five (05) working days before due date of supply.
- (v) 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 extension of time as may deem fit.
- (vi) The supply should be free of freight charges. Supply must be made either by Postal Services or Courier Service only. Every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in supply, their quantity and price.

### 5. Place of Supply

- (i) Books or items ordered should be supplied to "The Main Library, Indian Institute of Technology (Banaras Hindu University), Varanasi - 221005."



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## 6. Conditions for cancellations of the released purchase orders

- (i) If the empanelled vendor(s) to whom the order has been placed, fails to supply the entire order or any part of the order thereof, within the stipulated time without sending any written communication to the Library regarding delay or his inability to supply the ordered title(s), then the order will stand cancelled and the Institute reserves the right to drop the vendor from its empanelled list after providing him one opportunity to represent his case.
- (ii) The decision of accepting supply of cancelled titles is at the sole discretion of the Library and the decision of the Competent Authority shall be final in this regard.
- (iii) In case the vendor(s) regrets to supply the titles mentioned in the P.O. due to any reason, then the P.O. will be canceled and a fresh P.O. will be placed with the next available vendor(s).

## 7. Edition specifications

- (i) Latest editions of books must be supplied;
- (ii) By default, paperback editions/Indian edition of books should be supplied;
- (iii) In case of unavailability of paperback and Indian editions, clarification/permission should be sought, preferably by email, from the Library, regarding supply of the available editions in lieu of the default.

## 8. Discount

The Institute follows the discount pattern given in the table below. The vendor should offer a maximum discount on published/printed price for all books in English /Hindi language of Indian or foreign origin and in no case less than the following discount percentage under different categories as given below on the current edition of a book.

Sr. No	Publications type/Number of copies purchase	Indian Title/Indian imprint of foreign title (Discount % on Printed/Publisher's price)	Foreign Title (Discount % on Printed/Publisher's price)
1	Less than Three copies purchase	20%	25%
2	Three copies or above purchase	25%	27%
3	Reference books such as encyclopedias, handbooks etc.	30%	25%





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4	(Govt./ society publications/ short discount/ no discount publications)	Publisher's price - (discount earned)+5% handling charges on net amount (vendor should submit open publisher's invoice along with a certificate in this regards)
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### 9. Invoicing procedure and Conversion Rates

- (i) The Invoice should bear the firm's IT PAN.
- (ii) Pre-receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies).
- (iii) A revenue stamp should be affixed on the original bill and should be signed by authorized signatory.
- (iv) Invoice should be raised in favour of **The Prof-In-Charge, Main Library, Indian Institute of Technology (Banaras Hindu University), Varanasi - 221005.**
- (v) 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.
- (vi) The prices in the invoice should be indicated in original currencies. Vendor will have to submit the bills of foreign books converted to Indian rupees at the bank exchange rate given by IIT (BHU) on the date of purchase order.

### 10. Undertaking

Every invoice should certify the following:

- (i) The prices charged in this invoice are the actual, current publisher's prices as billed to us; and are true and correct.
- (ii) The latest editions have been supplied, and they are not remaindered titles.
- (iii) 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 at any stage, the defective books/CDs shall be replaced free of cost, at the destination of supply.
- (iv) **Defective Items & Reverse Pickup:** Reverse pick-up of the defective items is the responsibility of the vendor(s) and the charges are to be borne by the vendors(s) only. Reverse pick-up of the defective items must be arranged for, within 30 days of receiving intimation from Library.



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### 11. Mandatory enclosures with Invoice

The Vendor must submit the following price proof, duly certified and stamped, in support of the price charged:

i) In case of a foreign title:

a) If the price of the book is not printed, the vendor must submit publisher's invoice copy of the book as a price proof.

b) If a foreign title is exclusively distributed by any exclusive Indian distributor, then vendor must submit letter from the publisher/authorised exclusive distributor stating the same and price of the book along with the invoice of the authorised exclusive distributor, as price proof.

ii) In case of Indian title: If the price of the book is not printed, then the vendor must submit the publisher's /authorised distributor's invoice copy, as price proof. **Publisher's Catalogue is generally not accepted as price proof.**

### 12. Termination of empanelment

The Institute shall be at liberty to terminate the empanelment of an empanelled vendor(s)/supplier(s) without any prior notice and drop the said firm from its panel and will result in forfeiture of the security deposit in case of occurrence of any of the following events:

- (i) In case of breach of any terms of agreement, or unsatisfactory / inefficient working on the part of the vendor.
- (ii) If the vendor fails to deliver at least 75% of the supply (in terms of number of titles ordered) during a year.
- (iii) If at any time, found that the information provided by the empanelled vendor in any form about publications, services and related matters are incorrect and result in losses in any form to the Institute.

The Institute shall also reserve the right to claim the amount of loss incurred by the Institute, based on the available invoices submitted by that empanelled vendor(s)/supplier(s).

13. 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. The empanelled vendor(s) may find the update(s), on IIT (BHU), Varanasi website (<http://www.iitbhu.ac.in/>) and the Library website (<https://www.iitbhu.ac.in/cf/lib>), in this regard.

14. All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of Director, IIT (BHU), Varanasi 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 Varanasi.





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**RESPONSE FORM FOR EMPANELMENT OF VENDORS FOR  
SUPPLY OF BOOKS TO THE MAIN LIBRARY, IIT (BHU),  
VARANASI**

**\*PLEASE READ THE "TERMS AND CONDITIONS" CAREFULLY BEFORE  
FILLING THE FORM**  
(Strike off whichever is not applicable)

1. Name of the Firm:

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2. Address(es) of Head Office & Branches with telephone numbers, fax numbers, email addresses, and website, if any:

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3. Kind of Proprietorship: \_\_\_\_\_

i. Name and address of Directors / Managing Directors / Proprietor:

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ii. If partnership, name and address of partners:

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### 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 Indian Institute of Technology (Banaras Hindu University), Varanasi shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority of IIT (BHU), Varanasi.
3. Mr. \_\_\_\_\_,  
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 Library, IIT (BHU), Varanasi for a minimum period of one year.
6. I/We have read and understood all the “**Terms and Conditions**” of the Main Library, IIT(BHU), Varanasi, as mentioned in this document and consciously agree to abide by them.
7. If selected for empanelment, I/we agree to furnish a Refundable Security Deposit of Rs. 50,000/- as performance guarantee deposit, at the time of personal interaction (if committee decide).

Signature of Partners / Proprietors :

Place :

Signature of authorized representative of the firm with stamp :

Date :