



INDIAN INSTITUTE OF TECHNOLOGY DHARWAD

WALMI Campus, Belur Industrial Area, Near High Court, PB Road
Dharwad – 580 011, Karnataka

LIBRARY

18th August 2022

Annexure – II

Terms & Conditions for Supplying the Print/Non-Print Documents to Central Library, IIT Dharwad

The empanelled vendors would be required to follow the below Code of Conduct, which would act as Terms and Conditions for supplying the Library with Print/Non-Print Documents;

1. General

- i. No guarantee of the value of the business under this Empanelment Contract can be given.
- ii. Nothing in this contract will debar IIT Dharwad from entering into now or in future parallel contracts with others at our sole discretion.
- iii. This Empanelment Contract is governed by the general conditions of the contract of IIT Dharwad.
- iv. The Vendor/Distributor/Supplier(s) preferably be a member of registered national/state Bookseller's and Publisher's Association/other registered federations.
- v. Sales Tax, Service Tax, Local or Central Excise/Custom Duties, Freight Charges, if any, wherever leviable and intended to be claimed from IIT Dharwad, should be distinctly shown along with the prices quoted with proper proof(s). Where this is not done, no claim for Service Tax, Sales Tax/Excise/Customs Duty will be admitted later on any ground whatsoever.

2. Pre-order Inquiry (PoI)

- i. The Library will send a 'Pre-order Inquiry (PoI)' via e-Mail to an Empanelled Vendor for the required list of Print/Non-Print Documents to know the following details under these approved 'Terms and Conditions.'
 - Availability (In stock/Import/Procurable/whatever may be the availability condition)
 - Supply Timeline (to be specified strictly in days only).
 - Unit Price (in Original Currency)
 - Conversion Price in Indian Rupees (INR)
 - Percentage (%) of Discount Offered with conversion value in INR.
 - The Price validity period of information is to be specified.
- ii. 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 e-Mail only.

3. Percentage of Discount (PoD)

- i. The empanelment of Vendor/Distributor/Supplier(s) is primarily based on the acceptance of the 'Book Discount Policy' (Annexure-III) of the IIT Dharwad and finalized by the Domain

Experts on further approval by the Institute's Competent Authority. The Discount(s) shall remain in force during the period of empanelment.

- ii. It may be expressly noted that no changes in the accepted Discount shall be allowed during the extended period of empanelment.

4. Edition Specifications

- i. The latest Edition(s) of Print/Non-Print Documents must be supplied unless mentioned otherwise.
- ii. Paperback Edition(s) of Print/Non-Print Documents should be supplied unless specified otherwise.
- iii. Indian Edition(s) of Print/Non-Print Documents should be supplied unless mentioned otherwise.
- iv. In case of Non-Availability of Paperback and Indian Editions, clarification/permission should be sought, preferably by e-Mail, from the Librarian regarding the supply of the available editions.
- v. Pirated/Duplicate Edition/Item(s) is strictly prohibited, leading to an immediate ban from empanelment.

5. Purchase Order (PO)

- i. The Library will place Purchase Order(s) with the empanelled vendor(s) who offers the best and prompt services and will try to distribute Purchase Orders equally among the empanelled vendors.
- ii. The supply of Print/Non-Print Document(s) must be made strictly against the Purchase Orders.
- iii. Sending an acknowledgment of the receipt of a Purchase Order, considered an acceptance of the Purchase Order, is mandatory, preferably by e-Mail.
- iv. Any clarification/query regarding the Purchase Order should be sought from the Library within Five (05) working days from the receipt of the order.

6. Time-frame for Supply

- i. Thirty (30) Days (Maximum) – for Indian/Import items, if available in India (Extendable up to Ten (10) Days based on the proper written justification under the extraordinary situations and due approval of the Librarian).
- ii. Sixty (60) Days (Maximum) – for Foreign/Import items, if not available in India (Extendable up to Fifteen (15) Days based on the proper written justification under the extraordinary situations and due approval of the Librarian). **Note:** *The vendor must get a certificate from the Publisher/Publisher's Distributors stating that "Indian reprint/edition is not published for the title ordered by the Central Library" and must mention the Print/Non-Print title.*
- iii. In case of a delay in supply, the concerned Empanelled Vendor should send a communication to the Librarian explaining the same and seeking additional time to supply the same, at least Seven (07) working days before the supply due date.
- iv. All items must be supplied within the mentioned period, failing which, the order will automatically stand canceled, and no supply will be accepted against the PO placed after the expiry of the validity.
- v. Suppose the requested item(s) is OFP (Out of Print) and POD (Print on Demand). In that case, valid supporting documentary proof(s) should accompany the communication seeking any extra time for supply with the concurrence of the publisher.

- vi. In case of item(s) that is 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.
- vii. The final decision to accept the supply after the extended due date shall be at the sole discretion of the competent authority, provided the reason for the delay is justified with adequate proof(s), e.g., communication from Publisher/Publisher's Distributors or stockiest.

7. Re-ordering of the Unsupplied Print/Non-Print Documents

After the supply period is over, the unsupplied Print/Non-Print Document(s) may be considered in the following fresh Purchase Order(s) at the sole discretion of the Institute to any of its Registered/Empanelled Vendor(s).

8. Mode of Supply

- i. Delivery should be FOR at the Central Library, IIT Dharwad.
- ii. Consignee and Mode of Dispatch: The Print/Non-Print Documents should be consigned to – The Librarian, Central Library, Indian Institute of Technology Dharwad, WALMI Campus, Belur Industrial Area, Near High Court, PB Road Dharwad – 580 011, Karnataka, India (*Until further notice*). If the supply is made via post, it should be delivered as Registered or Speed Post/Parcel/Courier/In-person, and the supplier will bear charges for the same. Books sent via V. P. P. & Train will not be accepted.
- iii. Every supply should be accompanied by a delivery note, clearly bearing the details of the items supplied, their quantity, and price.

9. Invoicing Procedure and Conversion Rates

- i. The Invoice should bear the firm's IT PAN and GST Number.
- ii. Pre-receipted Invoice(s)/Bill(s) are to be submitted in Triplicate (3 Copies).
- iii. **Purchase Order Number & Order Date** should be mentioned on all the invoices along with SI. No. of the items of PO.
- iv. The authorized signatory sign on the original bill is mandatory.
- v. The Invoice should be raised in favour of The Registrar, Indian Institute of Technology Dharwad, WALMI Campus, Belur Industrial Area, Near High Court, PB Road Dharwad – 580 011, Karnataka, India.
- vi. **Item(s) from different POs should not be combined and supplied under one Invoice.**
- vii. The prices in the Invoice must be indicated in original currencies.
- viii. The Vendor/Distributor/ Supplier(s) will have to submit the invoices of Foreign/Import Item(s) converted to Indian Rupees (INR) at the RBI/Nationalized Bank Exchange Rate on the date of billing of books along with the Bank Rate Certificate of that particular day.

10. Mandatory Enclosures with Invoice

- i. For the Price Verification Vendor/Distributor/Supplier(s) must produce the Publisher's/Distributor Invoice under which they purchased the item(s). A copy of the Publisher's/Distributors Printed/Online Catalogue of the order period may also be considered if the above is not applicable.
- ii. The **RBI/Nationalized Bank Exchange Rate** with the date.
- iii. Every price and currency conversion proof should contain the seal and authorized signature of the vendor.

iv. The following **Undertaking** must accompany every Invoice:

- The prices charged in this invoice are the actual, current publisher's prices as billed to us; and are valid and correct.
- The price(s) is charged as per the Publisher's Invoice (Publisher/Distributor/Importer(s)) and the latest catalogue.
- The latest editions are supplied, and they are not remaindered titles. (Note: Only in case of absence of the edition statement in the POs)
- The Print/Non-Print Documents supplied against this order have been verified 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.

11. Return of Damaged/Wrong Supply of Print/Non-Print Documents

The item(s) supplied should be the best quality in brand new condition without any damage. Suppose the wrong supply, defective, torn, soiled, mutilated, etc., item(s) are received; in that case, the Library will not accept them, and the vendor will be responsible for taking them back and replacing them within Thirty (30) Days at their own cost. The Library will not be liable for such item(s) if not taken back and replaced within the prescribed period.

12. Payment Policy

- i. 100% payment will be released after the Institute's supply and acceptance of item(s) in good condition.
- ii. The Institute may take up to Forty-five (45) Days from the date of the receipt of the books for final payment to vendors.
- iii. Payment will be made through NEFT/RTGS only.

13. Other Terms & Conditions

- i. The Vendor/Distributor/Supplier(s) should be resourceful in procuring books from all major publishers and should be able to import books from other countries.
- ii. No vendor shall have the sole right to supply Print/Non-Print Documents/Publications, notwithstanding the discount rates. The IIT Dharwad shall have the right to procure Print/Non-Print Documents/Publications at higher discount rates.
- iii. The number of Vendor/Distributor/Supplier(s) etc., for empanelment, will be fixed by IIT Dharwad.
- iv. The Institute reserves the right to change, modify, or substitute any clause(s) in the "Terms and Conditions," if required, at any time.
- v. IIT Dharwad reserves the right to cancel the call for PoI or extend the last date without assigning any reason, with or without notice, and shall not be responsible for any loss or damage caused for any party.
- vi. The Print/Non-Print Documents, which cannot be supplied at our approved rates and terms, should be referred to us for our approval for the higher rates; otherwise, the item(s) will be accepted at our approved rates.
- vii. The IIT Dharwad reserves the right to extend the Vendor/Distributor/Supplier's tenure beyond more than Three (03) Years which depends only upon the satisfactory performance of the vendor as judged by the Domain Expert Committee.

- viii. The IIT-Dharwad reserves the right to Place/Cancel/Split the Purchase Order amongst various suppliers without assigning any reason thereof.

14. Termination of Registration and Delisting from the Panel

A vendor's registration may be Terminated/Dropped/Black-listed from the panel of registered vendors at the occurrence of any of the following events;

- i. If the Vendor/Distributor/Supplier(s) fails to deliver even at least 70% of the supply (in terms of a number of titles) during the year, the contract may be terminated.
- ii. In case of breach of any agreement terms or unsatisfactory/inefficient working on the part of the vendor.
- iii. Suppose it is found that the information provided by the vendor in any form about publications, services, and related matters is incorrect, resulting in losses in any form to the Institute. In that case, the Institute will be at liberty to cancel the Registration/Empanelment without giving prior notice to the Vendor/Distributor/Supplier(s). The Institute reserves the right to forfeit the security deposit or the amount of loss that occurred to the Institute from the available invoices submitted by that Vendor/Distributor/Supplier(s).
- iv. Also, Suppose 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 item(s). In that case, the Institute reserves the right to cancel the order and place the empanelled vendor(s) on its black list after providing them an opportunity to represent their side.

15. Obligation

- i. Any bribe, commission, gift, or advantage given, promised, or offered by or on behalf of the contractor or his parties, agent or servant, or anyone on his or their behalf to any officer, servant, representative, or agent of IIT Dharwad or any person on his or their behalf concerning the obtaining or to the execution of this or any other contract with IIT Dharwad shall in addition to any criminal liability which the contractor may incur, subject the contractor to the cancellation of this and all other contracts with IIT Dharwad and also to payment of any loss or damage resulting from any such cancellation thereof. Any question or dispute about the commission of any offence under the present clause shall be settled by IIT Dharwad in such manner and on such evidence or information as they may think fit and sufficient, and their decision shall be final and conclusive.
- ii. All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of the Registrar, IIT Dharwad. 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 Dharwad City, Karnataka only.