



अंग्रेजी एवं विदेशी भाषा विश्वविद्यालय

(केन्द्रीय विश्वविद्यालय)

हैदराबाद - ५०० ००७, भारत

क्षेत्रीय परिसर: शिलांग एवं लखनऊ

The English and Foreign Languages University

(A Central University)

Hyderabad - 500 007, India

Regional Campuses: Shillong and Lucknow

Empanelment of Vendors for Supply of “eBooks” to Ramesh Mohan Library, The English and Foreign Languages University, Hyderabad

The English and Foreign Languages University, Hyderabad, invites Expression of Interest (EOI) for “Empanelment of Vendors for the Supply of eBooks” on prescribed format from reputed vendor(s)/supplier(s)/distributor(s) in India, to Ramesh Mohan Library, The English and Foreign Languages University, Hyderabad.

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 Librarian, Ramesh Mohan Library, The English and Foreign Languages University, Tarnaka, Hyderabad 500 007, Telangana”.

Last date to apply - One month from the date of advertisement.

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 superscribing – Expression of Interest for Empanelment for the Supply of “eBooks” to Ramesh Mohan Library, The English and Foreign Languages University, Hyderabad**”.
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 shall not be considered.
4. 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.
5. Strict discipline must be maintained with respect to your expression of interest for empanelment with Ramesh Mohan Library, The English and Foreign Languages University, Hyderabad. No canvassing or repeated communication should be made with the Library, failing which may attract punitive action and shall become liable to be delisted by the University.
6. Responses received after the deadline shall not be considered.
7. No vendor/ supplier/ distributor shall be allowed to withdraw after submission of applications.
8. The responses shall be scrutinized and shortlisted by a Committee duly constituted by the Competent Authority of the University. The shortlisted vendor(s)/ supplier(s) shall then be required to be present at the Institute for personal interaction on a date, which shall be informed by eMail.



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9. The short-listed vendor(s)/distributor(s)/supplier(s), at the time of personal interaction, are required to:
 - a. agree to supply as per the University's "Terms & Conditions for Supply of eBooks" as stipulated here, and
 - b. submit a Security Deposit of Rs. 2,00,000/- in favour of Registrar, The English and Foreign Languages University, Hyderabad, at the time of empanelment, which is refundable after completion of empanelment and providing successful services to Ramesh Mohan Library, EFL University. No interest will be paid on the security deposit.
10. The Committee shall recommend a panel of vendor(s)/supplier(s)/distributor(s) to the Competent Authority. The approved panel shall be displayed on the university website and the empanelled vendor(s)/supplier(s)/distributor(s) shall also be informed by eMail.
11. This empanelment will be valid initially for **one year** and may be extended upto **two years (total three 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 Self-attested 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 books suppliers	
2.	Copies of the authority letters issued by the publishers along with details of your sole or exclusive distributorship.	
3.	Copy of PAN Card of firm / owner / partners.	
4.	Copy of Tax Residency Certificate (TRC) in case of publishers intending to supply of eBooks directly.	
5.	One copy each of Income Tax returns of last three consecutive years.	
6.	Details of your firm's Goods and Services Tax Number along with a copy of GST Certificate	
7.	Details of the annual turnover of the firm for the last three consecutive years with documentary evidence.	
8.	Minimum six (06) references, in the form of satisfactory certificate from the Heads of the respective Libraries of reputed Institutes/Organizations with whom you are already registered such as Institutes of National Importance, Government established Research Laboratories (e.g. IITs, IISc., NITs, IIMs, CSIR Labs, ICMR etc.).	
9.	Consortium Participation (in India) declaration (if any) with supporting documents.	
10.	Affidavit on non-judicial stamp paper of ₹500, duly notarized, confirming that the firm has not been blacklisted, debarred, or banned by any Government organization, University, or Institution in India and is not involved in any legal dispute or adverse media reporting in the past five (05) years.	



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“Terms and Conditions” for Supply of “eBooks” to Ramesh Mohan Library, The English and Foreign Languages University, Hyderabad

The empanelment for supply of eBooks shall be governed by the following “Terms and Conditions”.

1. General Conditions

- (i) Vice Chancellor, The English and Foreign Languages University, Hyderabad, reserves the right to approve or reject any or all the vendors, whose decision shall be final in all cases in respect of acceptance/rejection/arbitration.
- (ii) Ramesh Mohan Library, EFL University, 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.
- (iii) **Eligibility:** The applicant must be a legally registered firm in India, engaged in supplying academic and professional eBooks/digital content to Libraries of reputed Institutes/Organizations with whom you are already registered such as Institutes of National Importance, Government established Research Laboratories (e.g. IITs, IISc., NITs, IIMs, CSIR Labs, ICMR etc.), and must possess valid statutory registrations (PAN, GST, etc.).
- (iv) **Sole Distributor Declaration:** Must attach minimum three (03) valid sole distribution letters issued by respective publishers.
- (v) **Consortium Participation Declaration:** The applicant shall declare whether they are a part of any consortium during FY 2024-25/2025-26 and provide supporting documentary evidence, if applicable.
- (vi) **Tax Residency Certification:** Attach a Tax Residency Certificate (TRC) and Company incorporation documents (*in case of being a Publisher*) of respective country.
- (vii) **Non-Blacklisting & Legal Compliance:** The applicant must submit an affidavit on non-judicial stamp paper of ₹500, duly notarized, confirming that the firm has not been blacklisted, debarred, or banned by any Government organization, University, or Institution in India and is not involved in any legal dispute or adverse media reporting.
- (viii) **Scope of Supply:** The vendor shall supply genuine, licensed, and copyright-compliant academic, research, and professional eBooks/ digital collections as per institutional requirements.
- (ix) **Licensing & Access:** The vendor shall ensure legitimate licensing rights, IP-based or user-based access, remote access facility (if applicable), and provide usage statistics as per standard norms.
- (x) **Pricing & Payment:** Prices shall be competitive and inclusive of all applicable taxes. Payment shall be released within 30-45 days from receipt of correct invoice and satisfactory service delivery.
- (xi) **Service & Performance:** The vendor shall provide timely activation, technical support, and uninterrupted access. Unsatisfactory performance may lead to suspension or termination of empanelment.
- (xii) **Confidentiality:** The vendor shall maintain strict confidentiality of institutional data (users and usage data), access credentials, and commercial terms.



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2. Pre-order Inquiry

- (i.) The Library shall 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 as eBook fulfilling the following conditions:
 - (i) As an electronic copy in "Online PDF/HTML/EPUB format"
 - (ii) Latest editions of the title(s) must be informed
 - (iii) The title(s) should be available under a one-time purchase model without any maintenance/platform fee in future
 - (iv) Unlimited user access with no restriction/limit on downloading and printing
 - (v) Accessible across the IP ranges of the Institute
 - (b.) Activation time (in days), strictly in days only
 - (c.) Unit Price (in Original Currency)
 - (d.) eBook Access Platform (Publisher/s Platform or Aggregator/s Platform Only)
 - (e.) Validity period of price information provided.
 - (f.) eISBN of the title (ISBN number of electronic copy only)
- (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.) Response to pre-order inquiry must be submitted only by email or any other online application the university may adopt, along with the following documents, which must be submitted by email to the Office of Library at office_library@efluniversity.ac.in:
 - a. Verified response report (in PDF only)
 - b. Proforma Invoice clearly indicating all calculations including GST
- (iv.) All the details inquired for must be provided. If any field is left blank, the response shall not be considered.

3. Discount

The Institute follows the discount pattern given in the table below.

All titles	5% minimum
Short/No discounted titles and special cases	To be decided by the Library on case to case basis with the approval of competent authority
Bulk orders (more than 5 titles from single or multiple publishers/aggregators)	To be decided by the Library on case to case basis with the approval of competent authority

- Price competitiveness will be brought in during pre-order enquiry.



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4. Order award

- (i) The Library awards purchase orders based on the following criteria:

Primary Factors for Awarding Orders:

- (a.) Activation Time: The order will be awarded to the vendor with the shortest activation time.
- (b.) Response Submission: If two or more vendors offer the same activation time, the order will be awarded to the vendor who submitted their response to the pre-order inquiry first.

Special Cases:

- (c.) If the vendor proposes an unreasonably long activation time and the book is urgently required, the Library may evaluate the situation and, subject to the approval of the Chairperson, Library Committee, take appropriate action to award the order.

5. Purchase Orders

- (i) The Office of Library shall place purchase orders with the empanelled vendor(s), except in special cases, if any.
- (ii) The purchase orders shall be placed with the empanelled vendors based on the above criteria as committed by the vendor against the pre-order inquiry placed by the Library, also keeping in view their past performance and their links with the publishers and distributors, as finalised by Library.
- (iii) As a general practice, the Office of Library shall mark a copy of the Purchase Order to the respective publisher(s) of the title(s) mentioned therein for their information and for ensuring smooth supply.
- (iv) Supply has to be made strictly against the purchase orders only.
- (v) Sending an acknowledgment of the receipt of purchase order, which is taken as an acceptance of the purchase order, is mandatory, by eMail only.
- (vi) Any clarification/query regarding the purchase order should be sought from the Library within two (02) days of receipt of the order.

6. Time-frame for activation/access of ebook

- (i) The turnaround activation time committed by the vendor at the time of pre-order inquiry is final.
- (ii) The empanelled vendors should confirm the order to the Publisher/Aggregator and activate online access to eBook immediately after receiving order confirmation from the Institute with necessary license agreement.
- (iii) The online activation of the titles has to be done by the empanelled vendor(s) without any additional charges.
- (iv) If the requested title(s) happens to be "Market/Country Restricted" or discontinued/retracted by the Publisher/Aggregator in e-format for any reason, after receipt of the Purchase Order from Ramesh Mohan Library, EFL University, then an immediate intimation, within two (02) working days, must be provided by eMail along with sufficient valid supporting documentary proof accompanying the eMail.



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- (v) In case of titles that are not activated, a certificate of non-availability of those titles in the market from the publisher/aggregator must be furnished within the due date of activation.
- (vi) In case there is a delay that is foreseen in activation, after receipt of the Purchase Order from the Ramesh Mohan Library, EFL University, then the concerned empanelled vendor should send a request for extension of time with reasons, at least, two (02) working days before the due date of supply.
- (vii) If the provided reason for delay is justified with adequate proof e.g., communication from publisher/aggregator, the Library may consider extension of time as may deem fit.

7. License Agreements and Other Important Details

It is the duty of the empanelled vendor to coordinate with the publisher(s)/ Aggregator(s) and ensure to send the following to the Library, soon upon activating access to the acquired ebook(s).

- (i) Customer's copy of signed License Agreement(s);
- (ii) Administrator's (Librarian's) account details for the acquired titles; and
- (iii) Usage statistics of the acquired titles, periodically and whenever Library requests for them, within 3 working days.

8. Invoicing procedure and Conversion Rates

- (i) The Invoice should bear the firm's IT PAN and GST Number (where applicable).
- (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 Librarian, Ramesh Mohan Library, The English and Foreign Languages University, Tarnaka, Hyderabad 500 007.
- (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.
- (vii) **TT Selling Rate of a Nationalized Bank in India/ Financial Benchmarks India Pvt. Ltd. (FBIL) w.e.f. 10 July 2018**, as applicable on the **date of the invoice** (for books supplied within the stipulated delivery period) should be followed, and should also be clearly indicated on the invoice.
- (viii) Any loss arising on account of Foreign Exchange Fluctuation Risk will be borne by the Vendor/Supplier.

9. Undertaking

Every invoice should certify the following.

- (i) The prices charged in the invoice are the Publisher(s)/Aggregator(s) actual and current prices as billed to us; and are true and correct.
- (ii) The discount offered and service charges, if any, should be specified in a separate column.
- (iii) The prices charged are as per the Publisher(s)/Aggregator(s) invoice.



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10. Mandatory enclosures with Invoice

- A copy of the Publisher(s)/Aggregator(s) invoice as a price proof.
- A currency conversion proof with date, as on the date of invoice.
- Every price proof and currency conversion proof must bear the authorized signature and seal of the vendor.

11. 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 shall result in forfeiture of the security deposit in case of occurrence of any of the following events:

- In case of breach of any terms of agreement, false supporting documents or false declarations, or unsatisfactory/ inefficient working on the part of the vendor.
- If the vendor fails to deliver at least 75% of the supply (in terms of number of titles ordered) during a year.
- 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).

12. 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 agent(s) may find the update on the university website (<https://efluniversity.ac.in>), in this regard.

13. All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of the Vice Chancellor, The English and Foreign Languages University, Hyderabad, or his authorized nominee. The decision of the arbitration shall be final and binding on both the parties. The empanelment shall be interpreted under Indian Laws and disputes adjustable within the jurisdiction of court of law of Hyderabad.

14. Force Majeure

Neither the Institution nor the Vendor/Publisher shall be liable for any delay or interruption in supply, activation, or access to e-books arising from events beyond reasonable control, including but not limited to natural calamities, cyber incidents, war, government restrictions, internet or telecommunications failure, pandemics, data centre disruptions, or acts of God.

The affected party shall notify the other party in writing within a reasonable time and shall take all necessary steps to restore access/services at the earliest possible opportunity.

If such disruption continues for an unreasonable period affecting institutional access or usage, the Institution reserves the right to seek proportionate relief, alternative access arrangements, or cancellation of the order/subscription without penalty.



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RESPONSE FORM FOR EMPANELMENT OF VENDORS FOR SUPPLY OF E-BOOKS TO RAMESH MOHAN LIBRARY, THE ENGLISH AND FOREIGN LANGUAGES UNIVERSITY, HYDERABAD

***PLEASE READ THE "TERMS AND CONDITIONS" CAREFULLY BEFORE FILLING THE
FORM**

(Strike off whichever is not applicable)

1. Name of the Firm:

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

3. Kind of Proprietorship: _____

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

ii. If partnership, name and address of partners:



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4. Check List of Self-attested 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 books suppliers	
2.	Copies of the authority letters issued by the publishers along with details of your sole or exclusive distributorship.	
3.	Copy of PAN Card of firm / owner / partners.	
4.	Copy of Tax Residency Certificate (TRC) in case of publishers intending to supply of eBooks directly.	
5.	One copy each of Income Tax returns of last three consecutive years.	
6.	Details of your firm's Goods and Services Tax Number along with a copy of GST Certificate	
7.	Minimum six (06) references, in the form of satisfactory certificate from the Heads of the respective Libraries of reputed Institutes/Organizations with whom you are already registered such as Institutes of National Importance, Government established Research Laboratories (e.g. IITs, IISc., NITs, IIMs, CSIR Labs, ICMR etc.).	
8.	Consortium Participation declaration (if any) and supporting documents	
9.	Details of the annual turnover of the firm for the last three consecutive years with documentary evidence.	
10.	Affidavit on non-judicial stamp paper of ₹500, duly notarized, confirming that the firm has not been blacklisted, debarred, or banned by any Government organization, University, or Institution in India and is not involved in any legal dispute or adverse media reporting in the past five (05) years.	



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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 The English and Foreign Languages University, Hyderabad, shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority of the EFL University, Hyderabad.
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 the firm, affecting the accuracy of the facts, stated above.
5. I/We assure that if empanelled, the firm shall serve the Library, EFL University, Hyderabad, for a minimum period of one year.
6. I/We agree to make the payment to the publisher by electronic transfer at the cost of agent(s) immediately after confirming the order through eMail.
7. I/We have read and understood all the **"Terms and Conditions"** of Ramesh Mohan Library, the EFL University, as mentioned in this document and consciously agree to abide by them.
8. If selected for empanelment, I/we agree to furnish a Refundable Security Deposit of Rs. 2,00,000/- as performance guarantee deposit, at the time of personal interaction.

Signature of Partners / Proprietors :

Place :

Signature of authorized representative of the firm with stamp :

Date :