



# 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 Books (Print) to Ramesh Mohan Library, The English and Foreign Languages University, Hyderabad

Ramesh Mohan Library, The English and Foreign Languages University, Hyderabad, invites expression of interest for “Empanelment of Vendors for the Supply of Books (Print)” 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, 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 Books 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 will 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 will become liable to be delisted by the University.
6. Responses received after the deadline will not be considered.
7. No vendor/supplier/distributor will be allowed to withdraw after submission of applications.
8. The responses will be scrutinized and shortlisted by a Committee duly constituted by the Competent Authority of the University. The shortlisted vendor(s)/supplier(s) will then be required to be present at the University for personal interaction on a date, which will 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 Books" 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, The English and Foreign Languages University, Hyderabad. No interest will be paid on the security deposit.
10. 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 University Website and the empanelled vendor(s)/supplier(s)/distributor(s) will 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 University.

### 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 Institutions/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. | Details of the annual turnover of the firm for the last three consecutive years with documentary evidence.                                                                                                                                                                                                                               |  |
| 9. | 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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## The English and Foreign Languages University

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Regional Campuses: Shillong and Lucknow

### “Terms and Conditions” for Supply of Books (Print) to Ramesh Mohan Library, The English and Foreign Languages University, Hyderabad

The empanelment for supply of books (print) shall be governed by the following “Terms and Conditions”.

#### 1. General

- (i) The 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, The English and Foreign Languages University, Hyderabad, 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 books and monographs to Libraries of reputed Institutions/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/Exclusive Distributor Declaration:** Must attach minimum three (03) valid sole/exclusive distribution letters issued by respective publishers.
- (v) **Tax Residency Certification:** Attach a Tax Residency Certificate (TRC) and Company incorporation documents (in case of being a Publisher) of respective country.
- (vi) **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.
- (vii) **Scope of Supply:** The vendor shall supply genuine, licensed, and copyright-compliant academic, research, and professional books and monographs as per institutional requirements.
- (viii) **Pricing & Payment:** Prices shall be competitive and inclusive of all applicable taxes, if any. Payment shall be released within 30-45 days from receipt of correct invoice and satisfactory service delivery.
- (ix) **Service & Performance:** The vendor shall supply within the timeframe as stipulated by the University and as committed by the vendor. Unsatisfactory performance may lead to suspension or termination of empanelment.
- (x) **Confidentiality:** The vendor shall maintain strict confidentiality of institutional data related to the pre-order inquiries and purchase orders, 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 (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 three (03) working days from the date of receipt of the "Pre-order Inquiry", by eMail only.
- (iii) Response to pre-order inquiry must be submitted along with verified response report (in PDF only), which must be submitted by email to the Office of Library at [office\\_library@efluniversity.ac.in](mailto:office_library@efluniversity.ac.in).
- (iv) All the details inquired for must be provided. If any field is left blank, the response will not be considered.

### 3. Discount

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

|                                              |                                                                                              |
|----------------------------------------------|----------------------------------------------------------------------------------------------|
| All books                                    | 25% 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. |

- Other terms and conditions shall remain as per the norms of the Good Offices Committee (GOC).
- Price competitiveness will be brought in during pre-order enquiry.

### 4. Order award

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

#### Primary Factors for Awarding Orders

- (a.) Supply Time: The order will be awarded to the vendor who commits and complies to the shortest supply time.
- (b.) Response Submission: If two or more vendors offer the supply 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 supply 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.



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### 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 accorded to the empanelled vendors based on the above criteria, 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 of books 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 five (05) days of receipt of the order.

### 6. Time-frame for supply

- (i) The turnaround time committed by the vendor at the time of pre-order inquiry (*which ideally should not exceed 6 weeks, unless it is a special case like import or POD i.e., Print-on-Demand*) is final.
- (ii) In case there is a delay that is foreseen in supply, after receipt of the Purchase Order from Ramesh Mohan Library, The English and Foreign Languages University, Hyderabad, then the concerned empanelled vendor should send a request for extension of time with reasons, at least, three (03) working days before the due date of supply.
- (iii) 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 the request letter for extension of time.
- (iv) 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/stockist should be furnished within the 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 stockist, the Library may consider extension of time as may deem fit.
- (vi) Normally 6 weeks is the set, general maximum time-frame for meeting the supply. If the vendor fails to supply within the maximum time, then the purchase order shall automatically stand cancelled.
- (vii) The supply should be free of freight charges.
- (viii) Supply must be made either by Postal Services or Courier Service only.
- (ix) Every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in supply, their quantity and price.



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### 7. Defective Items, Reverse Pickup & Replacement

- (i) In case of damaged/defective supply, arrangements for reverse pick-up and replacement shall be made by the vendor.
- (ii) All such charges shall be borne by the vendor.
- (iii) Reverse pick-up of the defective items and replacement must be arranged within 30 days of receiving intimation from the Library.

### 8. Place of Supply

- (i) Books or items ordered should be supplied to “**Ramesh Mohan Library, The English and Foreign Languages University, Tarnaka, Hyderabad 500 007, Telangana, India.**”

### 9. 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 shall stand cancelled and the University 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. shall be cancelled and a fresh P.O. shall be accorded to the next available vendor(s). In such a case, if there happens to be an increase in price mentioned by the next available vendor(s), the difference in price has to be borne by the vendor(s) with whom the P.O. was placed at the first instance. This difference of amount shall be deducted from the available invoice(s) of the said vendor(s) or from the Security Deposit.

### 10. Edition specifications

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

### 11. 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, Telangana, India.
- (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.



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- (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.

### 12. 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 prices charged are as per the publisher's invoice (publishers/importers/ distributors)
- (iii) The latest editions have been supplied, and they are not remaindered titles.
- (iv) 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/CDs shall be replaced free of cost, at the destination of supply.

### 13. Mandatory enclosures with Invoice

- (i) A copy of publisher's/distributor's invoice of the order period, as a price proof.
- (ii) A currency conversion proof with date, as on the date of invoice.
- (iii) Every price proof and currency conversion proof must bear the authorized signature and seal of the vendor.

### 14. Termination of empanelment

The University 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, false supporting documents or false declarations, 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 University.

The University shall also reserve the right to claim the amount of loss incurred by the University, from the available invoices submitted by that empanelled vendor(s)/supplier(s) or from the security deposit of the vendor(s)/supplier(s).

- 15. The University reserves the right to change or modify or amend or substitute any clause(s) in the "Terms and Conditions", if required, at any time. Such changes shall be intimated to the empanelled vendor(s)/supplier(s) by the Library.



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16. All disputes and differences arising out of or concerning the work shall be subject to the sole arbitration of the Vice Chancellor, The English and Foreign Languages University, Hyderabad, or his nominee. The decision of the arbitration shall be final & 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.

### 17. Force Majeure

Neither the Institution nor the Vendor shall be held responsible for any delay or failure in performance of obligations under the purchase order/empanelment arising out of circumstances beyond reasonable control, including but not limited to natural calamities, fire, flood, war, strikes, government restrictions, transportation disruptions, pandemics, or acts of God.

The affected party shall promptly notify the other party in writing regarding the occurrence of such event and shall make reasonable efforts to resume performance at the earliest. However, non-availability of titles, distributor-related delays, or routine supply-chain issues shall not ordinarily constitute force majeure conditions.

In case the force majeure condition continues for an extended period, the Institution reserves the right to cancel the pending order(s) without any financial liability.

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### RESPONSE FORM FOR EMPANELMENT OF VENDORS FOR SUPPLY OF 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:

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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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### 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 Institutions/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. | Details of the annual turnover of the firm for the last three consecutive years with documentary evidence.                                                                                                                                                                                                                               |  |
| 9. | 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 English and Foreign Languages 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 will serve the Ramesh Mohan Library, The English and Foreign Languages University, Hyderabad, for a minimum period of one year.
6. I/We have read and understood all the **"Terms and Conditions"** of Ramesh Mohan Library, The English and Foreign Languages University, Hyderabad, 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. 1,00,000/- as performance guarantee deposit, at the time of empanelment.

Signature of Partners / Proprietors :

Place :

Signature of authorized representative of the firm with stamp/seal :

Date :