

#### भारतीय प्रौद्योगिकी संस्थान रोपड INDIAN INSTITUTE OF TECHNOLOGY ROPAR

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Indian Institute of Technology Ropar invites applications for empanelment of Agencies for Journals/Periodicals/E-resources subscription on prescribed format from the reputed agencies for Library, IIT Ropar. This empanelment will be valid initially for a period of one year extendable further for two years at the sole discretion of the institute. Interested agencies may send the completed application form along with all requisite documents to "The Registrar" IIT Ropar on the following address: The Deputy Registrar, S&P Section, M. Visvesvaraya Building, Birla Farms, Indian Institute of Technology Ropar, Rupnagar, Punjab – 140 001" by 30<sup>th</sup> July, 2019 upto 03:00 PM

# Instructions for applicants, detailed terms and conditions, application proforma for technical bid are as follows:

- a) The interested subscription agencies should submit sealed envelope superscribing –"Application for empanelment of agencies for Journals/Periodicals/E-resources Subscription" to "The Registrar" IIT Ropar may be sent on the following address: The Deputy Registrar, S&P Section, M. Visvesvaraya Building, Birla Farms, Indian Institute of Technology Ropar, Rupnagar, Punjab 140 001".
- b) The application should be signed by the authorized person and his/her full name and status should be indicated below his/her signature along with the official stamp of the firm.
- c) Incomplete and conditional applications will be rejected.
- d) At any point of time, if any of the documents furnished by the agencies is found to be false, it would be considered as breach of terms of contract, making the firm concerned liable for legal action besides termination of empanelment.
- e) Any application received after due date and time will not be considered.
- f) The agencies who have been blacklisted/delisted by IIT Ropar during the previous empanelments need not apply. In case they apply, their applications will be not be considered.
- g) No agency will be allowed to withdraw the application after the submission.

h) The agencies short-listed for empanelment are required to agree to supply as per the institute's "Terms & Conditions of empanelment for subscription of journals/periodicals/e-resources/print resources".

#### Short-listing criteria for empanelment of Subscription Agencies:

- Minimum 5 references of the libraries of reputed national organizations (e.g. IITs, IISc., IISERs, IIMs, NITs, NIPERs, CSIR Labs, ICMR etc.) with whom the firm is already empanelled/registered/subscribing resources. Proof for all the references must be attached.
- Annual average turn-over of the firm for last three consecutive years should be 2 Crores or more. Proof must be attached.
- Successful execution of single order valuing of Rs. 50 Lakhs or above during last 3 Years. Proof must be attached.
- Income Tax Returns (ITRs) for 3 consecutive years need to be attached.
- Affidavit raised on a non-judicial stamp paper of Rs. 50.00 for not having black-listed for minimum 3 years by any Government organization need to be attached.

#### The empanelment will be governed by the following 'Terms and Conditions':

#### 1. General:

- (i) The Director, IIT Ropar reserves the right to cancel/terminate the empanelment of any or all the agencies in case of breach of any of the terms and conditions of the agreement.
- (ii) IIT Ropar does not bind itself to add in approved list of empanelled agencies or to place order to all or any of the empanelled agencies.

#### 2. Authorization Proof:

(i) The agencies are required to submit the authorization letter/letter indicating sole/preferred/authorized subscription agent/dealer from the publisher.

#### 3. **Security Deposit:**

- (i) The qualified agencies shall submit a security deposit of Rs. 50,000.00 in the form of in the form of demand draft only in favor of the IIT Ropar Revenue Account, Payable at Ropar within two weeks of confirmation of empanelment along with signed document of terms and conditions.
- (ii) The above security deposit will be refunded to the agencies only on successful completion of empanelment.

#### 4. Enquiry on Journals/Periodicals/E-resources:

- (i) The quotations/proposals will be invited from the empanelled agencies as per institute requirements.
- (ii) Quotations will be invited for the resources which are not part of any consortiums such as E-Shodh Sindhu OR any other consortium OR any new consortium(s) formed in future.

- (iii) The library shall invite quotation(s)/proposal(s) from all the empanelled subscription agencies for the required journals/periodicals/e-resources as and when required through E-mail.
- (iv) Within two weeks of receipt of the enquiry email, the empanelled agencies must submit the quotations/proposals by sealed cover.

#### 5. Purchase Orders:

- (i) At the time of approximate equal distribution the previous worth of order placed will be considered to decide the vendors.
- (ii) Subscription arrangement has to be made strictly against the purchase orders and as per the agreed terms and conditions of empanelment.
- (iii) Order will be placed to the subscription agency that offers least price/maximum discount.
- (iv) If two or more agencies offer the same discount, approximate equal distribution of the order will be made among all agencies.
- (v) Sending an acknowledgement of the receipt of purchase order preferably by email, which is taken as acceptance of the purchase order, is mandatory.
- (vi) Any clarification/query regarding the purchase order should be sought from the Library within one week of receipt of the order.

#### 6. Online-activation/license agreement/usage data:

- (i) The agencies should confirm the order to the publisher and activate the access within two weeks of order confirmation from the Institute with necessary license agreement.
- (ii) After the expiry of timeframe, in the genuine cases, the agency may request for the extension of the timeframe through e-mail.
- (iii) The decision to extend the timeframe is at the sole discretion of the Institute.
- (iv) The agencies should inform the availability of free online journals from the list of publisher(s) whose journals/resources are being subscribed, and also about any additional journals that are available during subscription period.
- (v) All the paid, additional and free journals access should be IP authenticated. IP range(s) or address (es) will be provided by the Institute at the time of placing order.
- (vi) Online activation of the journals has to be done by the agency without any additional charges.
- (vii) The agencies have to provide all the required facilities/services of subscription model/license agreement with the publisher wherever applicable.
- (viii) Agencies should provide usage data of all the subscribed resources based on the request within 3 days.
- (ix) If the Institute needs certain amendment in the license agreement, agents should make arrangements with the publishers.

## 7. Refund of Missing Issues/Non-supplied Periodicals/Journals/CD-ROMs/DVDs:

(i) Agencies will have to refund the amount for the issues of Periodicals/Journals/CD-ROMs/DVDs that have not been procured/received/not supplied.

- (ii) Agencies will be completely responsible for the refund of subscription amount for unsupplied issues of Periodicals/Journals/CD-ROMs/DVDs.
- (iii) The refund time may be extended to the agencies if the institute receives confirmation from the publishers regarding the delay in publishing/supply.

#### 8. **Invoicing procedure:**

- (i) Pre-receipted invoice(s)/bill(s) are to be submitted in duplicate (2 copies).
- (ii) A revenue stamp should be affixed on the original bill (in case the invoice/bill amount exceeds Rs. 5,000.00) and should be signed by authorized signatory.
- (iii) Invoice should be raised in favour of Deputy Librarian, Library, Indian Institute of Technology Ropar, Birla Farms, Rupnagar- 140001, Punjab.
- (iv) One invoice should be raised against one publisher only. Periodical/Journal titles from different publishers should not be combined under one invoice.

#### 9. Undertaking by the Vendor:

#### A. Every Quotation/Proposal should certify the following:

a. Quoted prices are the actual, current publisher's prices and same prices have been charged to other institutions as per the publisher policy.

#### B. Every invoice should certify the following:

- a. The prices charged in this invoice are the actual, current publisher's prices as billed to us; and are true and correct.
- b. Any taxes (GST, IGST, TDS etc) levied by Govt. Of India from time to time will be applicable.
- c. The discount offered and taxes charged if any should be specified in separate column.
- d. The prices charged are as per the publisher's invoice (publishers) and latest catalogue.

#### 10. Enclosures with invoice:

- (i) A copy of publisher's invoice as a price proof.
- (ii) Bank remittance proof to the publisher.
- (iii) Bank TT selling currency conversion proof on the date of remittance to the publisher/ third party as assigned by the publisher.
- (iv) Every price proof and currency conversion proof should contain stamp and authorized signature of the agency.
- (v) Mandatory enclosures i.e., PAN number of your firm, exclusivity certificate (if any) from the publisher.
- (vi) Certificate or copy of e -mail from the publisher that, the payment for the subscribed journals/periodicals for the current year subscription for IIT Ropar has been received. Certificate or copy of e-mail has to be sent for each of the above resources separately.

#### 11. Conversion Rates:

(i) The prices in the invoice should be indicated in original currencies.

(ii) State Bank of India (TT Selling) currency conversion rates as applicable on the date of the purchase order should be followed or the bank remittance (conversion rate) proof to the publisher by the Subscription Agency.

#### 12. Termination of registration and delisting from the panel:

An agency's registration may be terminated/dropped from the list of registered agencies at the occurrence of any of the following:

- (i) If the agent fails to activate an e-resources/supply Periodicals/Journals/CD-ROMs/DVDs within the time specified in the purchase order.
- (ii) In case of breach of any terms of agreement, or unsatisfactory/inefficient working on the part of the agency.
- (iii) If at any time, the information provided by the agency in any form about publications, services and related matters are found to be incorrect and result in loss to the Institute in any form.
- (iv) After the acceptance of the order, if the agency withdraws the order.

In such case(s), the institute will be at liberty to cancel the registration without giving any prior notice to the agency, and the Institute reserves the right to forfeit the security deposit.

- 13. The Institute reserves the right to change or modify or amend or substitute any clause in the terms and conditions that are listed above if required, at any time. The same will be communicated to the vendor accordingly.
- 14. All the disputes and differences arising out or concerning the work shall be subject to the sole arbitration of Director, IIT Ropar 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 courts of law of IIT Ropar, Rupnagar, Punjab.

## **Empanelment of Agencies for Journal/e-resources Subscription**

### **Application Form**

1.	Name of the Agency/Firm with complete	
	address of Head Office and branches with	
	telephone & fax nos., email, web-site (if	
	any)	
2.	Nature of organization: Proprietorship/	
	Partnership/Company etc.	
	(i) Name and address of Directors /	
	Managing Directors / Proprietor	
	(ii) If partnership, name and address of	
	partners	
3.	Are you a member of any international/	
	national/state association for publisher/	
	journals supply (Please specify with	
	proof)	
4.	Name of the publisher you represent in	
	terms of exclusive agent/preferred	
	agent/etc. (attach letters issued by the	
	publisher/society/organization)	
5.	Whether copies of Income Tax Returns	
	for the last 3 consecutive years are	
	attached. Yes/No (please attach document	
	evidence)	
6.	The annual turnover of the firm for the	
	last three consecutive years. (Please attach	
	documentary evidence).	
7.	Single largest order executed during last 3	
	Years and attach proof of document.	
8.	Affidavit raised on a non-judicial stamp	
	paper of Rs. 50.00, by agency for not	
	having black-listed for minimum 3 years	
	by any Government organization.	
9.	Are you a part of any consortiums in	
	India. If so, please mention the name of	
10	consortiums with relevant proof	
10.	Proposed mode of supply of print periodicals	
11.	Minimum 5 references of the Libraries of	
11.		
	national reputed organizations with whom you are already registered/authorized	
	•	
	supplier (e.g. IITs, IISc., IISERs, BARC, IIMs, NML, AIIMS, NISCAIR,	
	NPL, NIPERS, ICMR, IARI etc.) with	
	documentary proof for all references.	

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12.	How you will follow up in case of	
	delay in activation/release of publications	
	(i) Mechanism to overcome such	
	activation/delays	
	(ii) Any special arrangement with	
	Courier/ Postal authorities to avoid	
	delays. If so, details	
	(iii) Arrangements, if any to speed-up	
	delivery of journals by air freight	
13.	How much time will be taken in supplying	
	the issues of journal to the Institute from	
	date of their publications	
14.	I agree to make the payment to the	
	publisher by electronic transfer at the cost	
	of agency immediately after confirming	
	the order from the Institute. Yes / No	
15.	I agree to submit a security deposit of	
	50,000.00 in the form of demand draft	
	duly pledged in favor of IIT Ropar	
	Revenue Account, Ropar within two	
	weeks of confirming vendor empanelment	
	along with signed document of terms and	
	conditions.	
	Yes / No	
	168/110	

#### **DECLARATIONS**

(i)	I/We_	
`,	(names of partners/proprietors or share-holders) do hereby declare that the entries made in this application form are true to the best of our knowledge and belief. I/we have read and understood the Institute's "Terms and Conditions" of contract and agree to abide by the same in all respect.	
(ii)	I/We also hereby declare that all matters related to IIT Ropar shall be treated a confidential and no information shall be passed on to any unauthorized perso without written permission of the Competent Authority.	
(iii)	Mr./Ms, whose signatures are given below, is an authorized representative of this firm.	
(iv)	I/We also undertake the responsibility to communicate all subsequent change in the constitution or working of our firm, without fail.	