

TENDER

Request for proposal

for

**Empanelment of agencies for Journals/E-resources subscription
at Central Library, Indian Institute of Technology Mandi (IIT Mandi)**



Tender No.: IITMANDI/Lib/2019-20/1026

Tender date: 25th November, 2019

Last Date of submission: 16th December, 2019

**Indian Institute of Technology Mandi (IIT Mandi),
Central Library,
A5 Building, South Campus,
Kamand – 175 005, District – Mandi (H.P), India**

Tel.: 01905- 267059/267039

Email: nsbhandari@iitmandi.ac.in & arsp@iitmandi.ac.in



Empanelment of agencies for Journals/E-resources subscription will be governed by the following 'Terms and conditions'

Indian Institute of Technology Mandi invites expression of interest for “Empanelment of Agency for Supply of Journals and E-Resources” on prescribed format from reputed agencies / vendors / supplier in India, to Library IIT Mandi.

Interested agencies/vendors/supplier may respond in the prescribed format given at the end of this document, along with one copy each of the requisite documents to “The Deputy Librarian, Indian Institute of Technology Mandi, Central Library, A-5, Kamand, Mandi-175005” by **3:00 P.M. on 16th December, 2019.**

1. General Conditions:

- a. The Director, IIT Mandi reserves the right to approve or reject any or all the vendors. His decision will be final in all cases in respect of acceptance/rejection/arbitration.
- b. IIT Mandi reserves the right to add any additional vendor/agency to the approved list of vendors or to place the purchase order to any of the vendors.
- c. Incomplete or wrong information will disqualify the Vendor/Agency.
- d. All Vendors/Agencies are required to submit an undertaking in the enclosed format (Attached as Annexure-II), duly signed by authorized signatory his/her name and status, clearly indicated below the signature along with the official seal of the firm.
- e. The received undertaking (s) after the due date and time will not be considered.
- f. IIT Mandi does not bind to place the purchase order to the approved vendor.

2. Any bids received after 3:00 P.M. on 16th December, 2019 shall not be considered

3. The Technical Bids will be opened on 3:00 P.M. on 16th December, 2019

4. INSTRUCTIONS TO BIDDERS

SUBMISSION OF OFFER:

- a) Any bidder currently engaged in litigation with other Organizations, must inform their status in writing.
- b) Communication with bidders will be carried out electronically and /or in hard copy. All bidders must provide their current Email address.
- c) All the Bids will be opened in the presence of bidder’s representatives, who, choose to attend the same as per the date and time specified in the Tender Document.



CANCELLATION OF TENDER:

1. Notwithstanding anything specified in this tender document, IIT Mandi in its sole discretion, unconditionally and without having to assigned any reasons, reserves the rights:
 - a) To accept OR reject any other tender or all the tenders.
 - b) To accept any tender in full or in part.
 - c) To reject the tender offer not conforming to the tender's terms.

TRANSFER AND SUBLETTING: The seller shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

EVALUATION OF OFFER:

- i. The bidders fulfilling the eligibility criteria will be considered for evaluation. Further, the proposals found suitable/appropriate will be considered for empanelment. Mere fulfilling the eligibility criteria does not imply consideration for empanelment.
- ii. Offer which deviates from the vital conditions (as illustrated below) of the tender shall be rejected:
 - a) Non submission of complete detail.
 - b) Receipt of offers after due date and time.
 - c) Receipt of offers in open condition.
- iii. In case any BIDDER is silent on any clause(es) mentioned in this tender document, IIT Mandi shall construe that the BIDDER had accepted the clause(es) as per the invitation to tender No. further claim will be entertained.
- iv. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

5. Eligibility Criteria: Quotations of only those bidders, who would fulfill the eligibility criteria as mentioned below, shall be considered. As such, necessary documents in this regard must also be enclosed with the quotation:

- a. The bidder should have minimum turnover of not less than 1 crore per annum for last three consecutive years. Balance sheet of previous three years {2016-17 (i.e. upto 31.03.2017), 2017-18 (i.e. upto 31.03.2018) & 2018-19 (i.e. upto 31.03.2019)} duly audited or certified by the Chartered Accountant be enclosed alongwith a statement showing three years turnover separately.

- b. The Vendor/Agency who have earlier supplied the e-resources to any of the IITs, IISc, IISERs and other Scientific Institutes of National Repute may only tender. The details of such institutions may also be given with the bids.
- c. The vendor/agency who has been banned or suspended or blacklisted due to any reason including corrupt and fraudulent practices adopted by themselves by any IITs, IISc, IISERs or other Institutes of National Repute, shall not be eligible to submit the bids. The vendor/agency shall submit an affidavit to the effect that he is never blacklisted/banned or suspended by any Govt. library.
- d. Furnishing of wrong/ambiguous information in the compliance statement may lead to rejection of bid and further black listing of the bidder, if prima-facie it appears that the information in the compliance statement was given with a malafide/fraudulent intent.
- e. The vendor/agency shall submit certificate from atleast 5 Govt. libraries pertaining to their satisfactory performance during last financial years.

6. **Evaluation Criteria:** Submitted quotations will be evaluated on the below mentioned points:

Sr. No.	Clause	Range	Marks	Total Marks
1	Annual Turnover (2018-19) for continuous previous three years	1 Cr. To 5 Cr.	5 Marks	10 Marks
		Above 5 Cr.	10 Marks	
2	The Vendor/Agency who have earlier supplied the e-resources to any of the IITs, IISc, IISERs and other Scientific Institutes of National Repute	1 to 5 Institutes	5 Marks	20 Marks
		6 to 10 Institutes	10 Marks	
		11 to 15 Institutes	15 Marks	
		Above 15 Institutes	20 Marks	
			Total Marks	30 Marks

- Based on the scored marks, empanelment of agencies will be finalized.

7. Tender Cost:

The bidder should submit a demand draft of **Rs. 1,180 (Tender Fee inclusive GST) in Words Rupees One Thousand One Hundred & Eighty only** towards non-refundable tender fee, drawn in favour of “The Registrar, IIT Mandi” payable at Mandi should accompany the bid documents. **In the absence of tender cost, the tender will not be accepted.**

8. Earnest Money Deposit (EMD):

A refundable amount of **Rs. 50,000/-** as earnest money deposit (EMD) in the shape of DD from a scheduled bank in India (**valid for a minimum period of 3 months from the date of submission of tender**) should accompany the bid documents. The DD drawn in favour of “The Registrar, IIT Mandi”

payable at Mandi should accompany the bid documents. The EMD should be kept in a separate sealed envelope, should be marked clearly and put in the outer envelope that contains the technical and financial bid envelopes. The bidders should enclose a pre-receipted bill for the EMD to enable us to return the EMD of unsuccessful bidders. Failure to deposit **Earnest Money** will lead to rejection of tender. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited.

9. Return of EMD:

- a) The earnest money of unsuccessful bidders will be returned to them without any interest within 15 working days after finalizing the panel.
- b) The earnest money of the successful bidder will be returned to them without any interest within 3 months after finalizing the panel. Any default on the part of the vendor will lead to forfeiture of security to IIT Mandi and the vendor will have no claim on it.

10. Security Deposit:

- a. The qualifying agencies who receive the order(s) have to give 10% performance guarantee of total value of the order. The concerned 10% of amount will be deducted from the amount to be paid against the confirmed order.
Or
- b. The qualifying agencies who receive the order(s) have to give 10% Performance bank guarantee of total value of order form any Nationalized bank in favor of Registrar, IIT Mandi for the subscription period of 12 months.
- c. The above performance guarantee deposit will be refunded without any interest to the agencies, only on successful completion of the subscription period. Any default on the part of the vendor will lead to forfeiture of security to IIT Mandi and the agency will have no claim on it.

11. Enquiry on journals/periodicals/e-resources:

- a. The library places an enquiry with all empaneled subscription agencies for quotation/ proposal for the required journals/periodicals/e-resources.
- b. Within one week of receipt of the enquiry email, the agencies must submit the quotations/proposals by email, as well as in hard copy.
- c. All resources should be quoted in their original currency only.
- d. Levying of any additional postage/freight/handling/service charges after order confirmation, with the invoice will not be entertained in any condition.

12. Discounts and Offers:

- a. The empaneled agent may offer a discount or access to additional electronic resources that may be of potential interest to the Institute in their proposal. This shall be evaluated by a competent committee of the Institute for any consideration.
- b. Discounts/concessional rates offered by the publisher, if any, and as admissible must be included in their submitted proposal to the Institute.
- c. Any special offers provided by the publisher, such as, access to additional journals/packages must also be included in their submitted proposal to the Institute.

13. Purchase Orders:

- a. Distribution of order(s) will be based on the quoted lowest prices and/or discount(s) in response to our enquiry, as deemed appropriate by the Institute, and will be at the sole discretion of the Institute
- b. Sending an acknowledgement of the receipt of purchase order, which is taken as acceptance of the purchase order, is mandatory, preferably by email.
- c. Any clarification/query regarding the purchase order should be sought from the library within two (02) working days of receipt of the order.

14. Online-activation/License agreement/Usage data

- a. The agencies should confirm the order to the publisher and activate access within 10 working days of order confirmation from the Institute with necessary license agreement.
- b. After the expiry of time frame the purchase order automatically stands cancelled.
- c. Separate permission for the cancelled order should be sought through email from the library, if the case is genuine.
- d. The decision to extend the timeframe is at the sole discretion of the Institute.
- e. All the paid, additional and free journals access should be IP authenticated. IP range(s) or address(s) will be provided by the Institute at the time of placing order.
- f. Online activation of the journals has to be done by the agency without any additional charges.
- g. The agencies have to provide all the required facilities/services of subscription model/license agreement with the publisher wherever applicable.
- h. Agencies should provide usage data of all the subscribed resources based on the request within 3 days.

15. Refund for Missing Issue/Non-supplied/Non-activated resources:

- a. Agencies will have to refund the amount for the journals/e-resources issues that are not received/not supplied/not accessed.

- b. Agencies will be completely responsible for the refund of subscription amount for unsupplied/inaccessible journal issues. The refund time may extend if any confirmation is received from the publisher regarding delay in publishing/supply.
- c. Agency will be solely responsible for any penalty taken place due to delay in subscription formalities at their end.

16. Bill/Invoicing procedure:

- a. Pre-receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies).
- b. A revenue stamp should be affixed on the original bill should be signed by authorized signatory.
- c. Invoice should be raised in favor of “The Deputy Librarian, Central Library, Indian Institute of Technology Mandi, Library Block-A5, Distt. Mandi, Kamand-175005, H.P.”

d. Every invoice should certify the following:

- 1) The prices charged in this invoice are the actual, current publisher’s prices as billed to us; and are true and correct.
- 2) The discount offered and service charged if any should be specified in separate column.
- 3) The Prices charged are as per the publisher’s invoice/latest catalogues.

e. Every invoice should enclosure the following:

- 1) A copy of publisher’s invoice as a price proof.
- 2) A currency conversion proof.
- 3) Every price proof and currency conversion proof should contain seal and authorized signature of the agent.
- 4) Intimation from publishers’ end if any change occurs in quotation price and final billing price, otherwise, quotation price will be treated as the actual price.
- 5) Remittance proof (RTGS/NEFT detail, payment confirmation from publisher’s end, etc.)

17. Conversion Rates:

- a. The prices in the invoice should be indicated in original currencies.
- b. Reserve Bank of India’s (RBI) Currency conversion rates as applicable on the date of the purchase order should only be followed, and should also be clearly indicated on the invoice.

18. Validity of Empanelment:

Initially, validity period of empanelment for the supply of journals & e-resources will be two years extendable to another one year on satisfactory performance of the vendor(s).

19. Termination of Agency' employment/registration:

An agency's employment/registration may be terminated/dropped/black-listed from the panel of vendors at the occurrence of any of the following reasons:

- a. If the vender fails to activated/supply in journal /periodicals/e-resources within agreed time.
- b. In case of breach of any terms of agreement, or unsatisfactory/inefficient working on the part of the agency.
- c. If at any time, found that the information provided by the agency in any form about publications, services and related matters are incorrect and result in losses in any form to the Institute.
- d. 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 rights to forfeit the performance guarantee deposit.

20. Other Terms and Conditions:

- a. 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.
- b. Number of agencies for empanelment will be fixed by IIT Mandi.
- c. The Competent Authority of IIT Mandi reserve the right to approve or reject any or all of the applications of agencies, whose decision will be final in all the cases and binding on both parties.
- d. All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of Director, IIT Mandi 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 IIT Mandi.



(ANNEXURE – I)

APPLICATION FORM FOR EMPLOYMENT OF AGENCY FOR SUPPLY OF JOURNALS AND E-RESOURCES TO CENTRAL LIBRARY, IIT MANDI

(Please read the terms and conditions carefully before filling the form)

1. Name of the Firm:

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

3. Kind of Proprietorship/Company:

- (i) Name, address, Telephone No., Fax No., and E-mail of Director/Managing Directors/Proprietor:

- (ii) Name, address, Telephone No., Fax No., and E-mail of Partners, if any:

4. Is your firm a member of any international/national/state association for Publisher(s)/journals supply? If so, Please attach adequate proofs.



5. Is your firm an exclusive or a preferred agent of any publisher(s)? If so, please attach letters issued by the Publisher(s)/society(ies)/organization(s).
6. Is your firm a part of any consortium in India? If so, please mention the name of consortium/consortia with relevant proof.
7. Is the firm an Income Tax payee? If so, please attach one copy of Income Tax returns of last three consecutive years and also a copy of PAN card of the partners/owners.
8. Please provide details of your firm's Sales Tax Registration No. (Attach: Copies of, GST, CST Certificate).
9. Minimum 5 references of the Academic Libraries of national reputed organizations with whom you are already registered. (Please enclose a copy of documentary proof).
10. Please provide details of annual turnover of the last three consecutive years with documentary evidence.
11. Please provide an affidavit on a non-judicial stamp paper of Rs. 50.00 for not having black-listed by any of the Institutes or University or Government organization in India.



DECLARATIONS

- a. I/We _____ (name of the Partner/proprietors or share-holders) do hereby declare that the entries made in this application form are true to the best of our knowledge.
- b. I/We also hereby declare that all matters related to IIT Mandi Shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority.
- c. Mr./Ms. _____, whose signatures are given below, is an authorized representative of this firm.
- d. 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.
- e. I/We assure that if empaneled, the firm will serve the Institute for a minimum period of three years.
- f. 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.
- g. I/We have read and understood the terms and conditions of IIT Mandi as mentioned in the document and consciously agree to abide by them.

Date:

**Signature of Partners/Proprietors with
Firm's seal**

Place: