



INDIAN INSTITUTE OF TECHNOLOGY MANDI
KAMAND - 175005

No. IIT Mandi/Central Library/Journal & E-Resource/2015-16/9679-80

Date:17/02/2016

(ANNEXURE – II)

**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.



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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.



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- 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 empanelled, 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:



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**The empanelment of agencies for Journals/E-resources
subscription will be governed by the following ‘Terms and
conditions’**

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-I), 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 **1:00 P.M. on 09th March, 2016** shall not be considered

3. The Technical Bids will be opened on **09th March, 2016 at 03:30 P.M.**

4. **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 {2012-13 (i.e. upto 31.03.2013), 2013-14 (i.e. upto 31.03.2014) & 2014-15 (i.e. upto 31.03.2015)} duly audited or certified by the Chartered Accountant be enclosed alongwith a statement showing three years turnover separately.



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- 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.

5. **Tender Cost:**

A Demand draft of **Rs. 1,000/- (Rupees One Thousand 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.

6. **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



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of tender. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited.

7. **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.

8. **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 favour 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.

9. **Enquiry on journals/periodicals/e-resources:**

- a. The library places an enquiry with all empanelled 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.



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10. **Purchase Orders:**

- a. Purchase order will be sent to subscription agencies depending upon the approved terms & conditions of the negotiation meeting.
- 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) days of receipt of the order.

11. **Online-activation/License agreement/Usage data**

- a. The agencies should confirm the order to the publisher and activate access within 10 days of order confirmation from the Institute with necessary license agreement.
- b. After the expiry of timeframe 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. 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' access/complementary access that are available during subscription period.
- f. 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.
- g. Online activation of the journals has to be done by the agency without any additional charges.
- h. The agencies have to provide all the required facilities/services of subscription model/license agreement with the publisher wherever applicable.
- i. Agencies should provide usage data of all the subscribed resources based on the request within 3 days.

12. **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.



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- 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.

13. **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 favour 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.)



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14. 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.

15. Validity of Empanelment:

Initially, validity period of empanelment for the supply of journals & e-resources will be three years extendable to another two years on yearly basis on satisfactory performance of book vendor.

16. 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.

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.



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17. **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.