

## Expression of Interest

for

Empanelment of Vendors for Supply of Books to Library, IIT Jodhpur  
*[detailed information on page no.2-10]*

&

Empanelment of Subscription Agencies for Subscription of Journals,  
Databases & Journal related products to Library, IIT Jodhpur  
*[detailed information on page no.11-21]*

NIT No. : IITJ/SPS/LIB/2016-17/18  
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Indian Institute of Technology Jodhpur  
Old Residency Road, Ratanada, Jodhpur – 342011, Rajasthan  
Tel: 0291- 2449048, email: office\_library@iitj.ac.in



## Empanelment of Vendors for Supply of Books to Library, IIT Jodhpur

Library, Indian Institute of Technology Jodhpur invites expression of interest for “Empanelment of Vendors for the Supply of Books” on prescribed format from reputed vendor(s)/supplier(s)/distributor(s) in India, to Library, IIT Jodhpur.

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 Deputy Librarian, Indian Institute of Technology Jodhpur, Old Residency Road, Ratanada, Jodhpur - 342011” **by 5.00 pm on 30 June 2016.**

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 Library, IIT Jodhpur**”.
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 Library, IIT Jodhpur. No canvassing or repeated communication should be made with the Library, failing which may attract punitive action and will become liable to be de-listed by the Institute.
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 Institute. The shortlisted vendor(s)/supplier(s) will then be required to be present at the Institute for personal interaction on a date, which will be informed by eMail.
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 Institute’s “Terms & Conditions for Supply of Books” as stipulated here, and



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## Indian Institute of Technology Jodhpur

### Office of Library

Old Residency Road, Ratanada, Jodhpur 342011, INDIA

Phone: (0291) 2449 048; eMail: office\_library@iitj.ac.in

- b. submit a Security Deposit of Rs. 25,000/- in favour of Director, IIT Jodhpur at the time of personal interaction, which is refundable after completion of one year of empanelment and providing successful services to Library, IIT Jodhpur.
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 IIT Jodhpur's 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 **four 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 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 distributorship / dealership / stockiest / exclusive or preferred agent(s).	
3.	Copy of PAN Card of firm / owner / partners.	
4.	One copy each of Income Tax returns of last three consecutive years.	
5.	Details of your firm's Sales Tax Registration Number (Copy of GST, CST Certificate).	
6.	Minimum six (06) references of the 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.).	
7.	Details of the annual turnover of the firm for the last three consecutive years with documentary evidence.	
8.	Affidavit on a non-judicial stamp paper of Rs. 50/- of not having black-listed for minimum three (03) years by any of the Institutes or Universities or Government organizations in India.	



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**Empanelment for supply of books will be governed by  
the following "Terms and Conditions"  
(w.e.f. 1 September 2016)**

**1. General**

- (i) The Director, IIT Jodhpur reserves the right to approve or reject any or all the vendors, whose decision will be final in all cases in respect of acceptance/rejection/arbitration.
- (ii) Library, IIT Jodhpur 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.

**2. Pre-order Inquiry**

- (i) The Library will 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) All the details inquired for must be provided. If any field is left blank, the response will not be considered.

**3. Purchase Orders**

- (i) The Office of Stores & Purchase will place purchase orders with the empanelled vendor(s), except in special cases, if any.
- (ii) The purchase orders will be placed with the empanelled vendors based on the shortest turnaround time (T1) 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) Supply of books has to be made strictly against the purchase orders only.
- (iv) Sending an acknowledgment of the receipt of purchase order, which is taken as an acceptance of the purchase order, is mandatory, by eMail only.
- (v) Any clarification/query regarding the purchase order should be sought from the Library within five (05) days of receipt of the order.

**4. Time-frame for supply**

- (i) The turnaround time committed by the vendor at the time of pre-order inquiry is considered in the first place. Otherwise, 6-8 weeks is the set, general maximum time-frame for meeting the supply.
- (ii) 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 with the request letter for extension of time.



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- (iii) 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/stockiest should be furnished within the due date of supply.
- (iv) In case there is a delay that is foreseen in supply, the concerned empanelled vendor should send a request for extension of time with reasons, at least, five (05) working days before 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 stockiest, the Library may consider extension of time as may deem fit.
- (vi) The supply should be free of freight charges.
- (vii) Supply must be made either by Postal Services or Courier Service only.
- (viii) Every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in supply, their quantity and price.

#### **5. Place of Supply**

- (i) Books or items ordered should be supplied to "Library, Indian Institute of Technology Jodhpur, Old Residency Road, Ratanada, Jodhpur - 342011"
- (ii) The Library will move into its Permanent Campus, shortly which is located at the address "Indian Institute of Technology Jodhpur, NH 65, Nagaur Road, Karwar Village, City Jodhpur- 342034, Rajasthan." The empanelled vendor(s) will be required to supply the ordered books/items to this address on the existing Terms & Conditions, in future.

#### **6. 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 will stand cancelled and the Institute 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. will be canceled and a fresh P.O. will be placed with the next available vendor(s). In such 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 will be deducted from the available invoice(s) of the said vendor(s) or from the Security Deposit.

#### **7. Edition specifications**

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



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## 8. Discount

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

All books	20%
Government publications (GoI & Swami's Publications, etc.), Short discounted titles, and CDs/DVDs/AV and Digital Materials	As may be applicable

Other terms and conditions will remain as per the norms of Good Offices Committee (GOC).

## 9. Invoicing procedure and Conversion Rates

- (i) The Invoice should bear the firm's IT PAN.
- (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 Deputy Librarian, Indian Institute of Technology Jodhpur, Old Residency Road, Ratanada, Jodhpur 342011.
- (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 State Bank of India (SBI) / Reserve Bank of India (RBI)** as applicable on the **date of the invoice** only should be followed, and should also be clearly indicated on the invoice.

## 10. 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) and latest catalogue.
- (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.
- (v) **Defective Items & Reverse Pickup:** Reverse pick-up of the defective items is the responsibility of the vendor(s) and the charges are to be borne by the vendors(s) only. Reverse pick-up of the defective items must be arranged for, within 30 days of receiving intimation from Library.

## 11. Mandatory enclosures with Invoice

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

## 12. 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



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## Indian Institute of Technology Jodhpur

### Office of Library

Old Residency Road, Ratanada, Jodhpur 342011, INDIA

Phone: (0291) 2449 048; eMail: [office\\_library@iitj.ac.in](mailto:office_library@iitj.ac.in)

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, 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 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).

13. 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 vendor(s) may find the update(s), on IIT Jodhpur website (<http://www.iitj.ac.in>), in this regard.
14. All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of Director, IIT Jodhpur 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 Jodhpur.

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**RESPONSE FORM FOR EMPANELMENT OF VENDORS FOR SUPPLY OF  
BOOKS TO LIBRARY, IIT JODHPUR**

***\*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 enclosures:

1.	Please tick mark and provide documentary proof of your membership in any of the following 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.	Are you a distributor / dealer / stockiest / exclusive or preferred agent of any publisher? If so, please attach copies of the authority letters issued by the publishers along with details of your distributorship / dealership / stockiest / exclusive or preferred agent(s).	
3.	Please enclose a copy of PAN card of the firm / owner / partners.	
4.	Is the firm an Income Tax payee? If so, please attach one copy each of Income Tax returns of last three consecutive years.	
5.	Please provide details of your firm's Sales Tax Registration No. (Attach: copies of, GST, CST Certificate).	
6.	Minimum six (06) references of the 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.), etc.	
7.	Please provide details of the annual turnover of the firm for the last three consecutive years with documentary evidence.	
8.	Please provide an affidavit on a non-judicial stamp paper of Rs. 50.00, for not having black-listed for minimum three (03) years by any of the Institutes or Universities or Government organizations in India.	



**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 Indian Institute of Technology Jodhpur shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority of IIT Jodhpur.
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 firm, affecting the accuracy of the facts, stated above.
5. I/We assure that if empanelled, the firm will serve the Library, IIT Jodhpur for a minimum period of one year.
6. I/We have read and understood all the **“Terms and Conditions”** of Library, IIT Jodhpur, 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. 25,000/- 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 :



## **Empanelment of Subscription Agencies for Subscription of Journals, Databases & Journal related products to Library, IIT Jodhpur**

Library, Indian Institute of Technology Jodhpur invites expression of interest for “Empanelment of Subscription Agencies for subscription of journals, databases & journal related products (print & electronic) on prescribed format from reputed subscription agencies in India to IIT Jodhpur Library.

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 Deputy Librarian, Indian Institute of Technology Jodhpur, Old Residency Road, Ratanada, Jodhpur - 342011” **by 5.00 pm on 30 June 2016.**

Instructions for vendors(s)/suppliers(s)/distributor(s), detailed terms and conditions, format of response, are as follow:

### **Instructions:**

1. Interested agency(ies) should submit their **response in the prescribed format, in sealed envelope** superscribing – **Expression of Interest for Empanelment for subscription of Journals, Databases & Journal related products to Library, IIT Jodhpur**”.
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 application(s), and applications received after deadline, 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 Library, IIT Jodhpur. No canvassing or repeated communication should be made with the Library, failing which may attract punitive action and will become liable to be de-listed by the Institute.
6. Responses received after the deadline will not be considered.
7. No agency 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 Institute. The shortlisted vendor(s)/supplier(s) will then be required to be present at the Institute for personal interaction on a date, which will be informed by eMail.
9. The short-listed vendor(s)/distributor(s)/supplier(s), at the time of personal interaction, are required to:



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## Indian Institute of Technology Jodhpur

### Office of Library

Old Residency Road, Ratanada, Jodhpur 342011, INDIA

Phone: (0291) 2449 048; eMail: office\_library@iitj.ac.in

- a. agree to supply as per the Institute's "Terms & Conditions for Supply of Books" as stipulated here, and
  - b. submit a Security Deposit of Rs. 50,000/- in favour of Director, IIT Jodhpur at the time of personal interaction, which is refundable after completion of one year of empanelment and providing successful services to Library, IIT Jodhpur.
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 IIT Jodhpur's 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 **four 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 Enclosures:

1.	Proof of your membership in any of the associations for publisher(s)/subscription of journals:	
	(i) Good Offices Committee (GOC)	
	(ii) Federation of Publishers' and Booksellers' Association of India (FPBAI)	
	(iii) Any other State/National/International Association(s) for subscription & supply of journals, databases and journal related products.	
2.	Copy of certificate of being exclusive or a preferred agent of any publisher(s)/scholarly society(ies)/organization(s)?	
3.	Proof of serving any consortium/consortia in India.	
4.	Minimum six (06) references of the 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.).	
5.	Please attach a certificate of successful execution of single order during last year (worth more than 50 lakh rupees) with respect to the Institutes where executed (Also attach copy of orders).	
6.	Copy of PAN Card of firm / owner / partners.	
7.	One copy each of Income Tax returns of last three consecutive years.	
8.	Details of your firm's Sales Tax Registration Number (Copy of GST, CST Certificate).	
9.	Details of the annual turnover of the firm for the last three consecutive years with documentary evidence.	
10.	Affidavit on a non-judicial stamp paper of Rs. 50/- of not having black-listed for minimum three (03) years by any of the Institutes or Universities or Government organizations in India.	



**The empanelment of Subscription Agencies for subscription of journals/databases and journal related products will be governed by the following “Terms and Conditions”  
(w.e.f. 1 September 2016)**

**1. General**

- (i.) The Director, IIT Jodhpur reserves the right to approve or reject any or all the agent(s), whose decision will be final and binding in all cases with respect to acceptance/rejection/arbitration.
- (ii.) Library, IIT Jodhpur, reserves the right to add and/or drop any agent(s) to/from its empanelled list, and/or to place purchase order(s) with any agent(s) at any time, with the approval of Competent Authority.

**2. Proposals/Proforma Invoice(s)/Subscription Details**

- (i.) Proposals will be called from the empanelled agent(s), whenever, requirement arises, for which the Library may place inquiry with the empanelled agent(s) for subscription details of required journals/periodicals/databases/other resources. No interim queries/correspondence will be entertained.
- (ii.) Proposals will be called for journals/resources which are not available directly from publisher(s), and/or which are not part of any consortium/consortia such as INDEST/INFLIBNET/eShodh Sindhu Consortium etc., or any new consortia that may be formed in future.
- (iii.) The empanelled subscription agency should respond within *two weeks* of receipt of the enquiry eMail.
- (iv.) Pricing details of all resources should be informed in their original currency only.
- (v.) If the price of any particular resource is not available at the time of sending proforma invoice, the subscription amount may be paid as per the existing year's price and subsequent upon receiving the confirmed price for the subscribed year from the publisher, the agency may send a revised or a supplementary invoice.
- (vi.) However, no supplementary invoice will be accepted for difference in exchange rates for currency conversion.
- (vii.) The empanelled agency may offer a discount or access to additional electronic resources that may be of potential interest to the Institute in the proposal(s). This shall be evaluated by the Library Committee.
- (viii.) Discounts/concessional rates offered by the publisher, if any, and as admissible must be included in the proposal(s).
- (ix.) Any special offers provided by the publisher(s), such as, access to additional journals/packages must also be included in the proposal(s).
- (x.) Mode of supply of resources/journals viz., electronic access, airmail, etc. should be specified in the proposal/proforma invoice and also confirm if the supply will be direct from the publisher(s) or through the agency.



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- (xi) Postage/freight/handling/service charges, if any should be indicated in the proposal/proforma invoice only and should be indicated separately. They will not be paid if not mentioned in the proposal/proforma invoice.
- (xii) Levying of any additional postage/freight/handling/service charges after order confirmation will not be accepted.
- (xiii) The empanelled agencies are required to submit the authorization letter(s) /letter indicating exclusive/sole/preferred/authorized subscription agent/dealer from the publisher(s).
- (xiv) Quoting unrealistic rates with respect to the available and applicable catalogue/market prices, at the time of calling proposals will be treated as disqualification and will lead to cancellation of empanelment.

### 3. Subscription Orders, Queries, Time-frame, Cancellations and Payment

- (i.) Distribution of orders to the empanelled agencies is purely based at the discretion of Library, IIT Jodhpur.
- (ii.) Subscription/Renewal Orders shall be placed by the Office of Stores & Purchase, IIT Jodhpur, with the empanelled agent(s) as finalized by Library, against the submitted proposal/proforma invoice/invoice for the required journals/periodical titles/resources, on accepting all the agreed Terms and Conditions, as approved.
- (iii.) The empanelled agencies are required to seek confirmation of order(s) from the Library against the proforma invoice/proposal submitted by them, before making remittance to the publisher.
- (iv.) Sending an acknowledgment of the receipt and acceptance of Subscription/Renewal Order is mandatory, by eMail only, within two (02) working days.
- (v.) Any clarification/query regarding the Subscription/Renewal Order should be sought from the Library within two (02) working days of receipt of the order.
- (vi.) Advance payment will NOT be made for Subscription/Renewal of any resource. However, in special cases suitable justification and supporting documents may be submitted to the Library for consideration.
- (vii.) **Time-frame for remittance to publisher: 30 days from the date of the "Confirmed Order"**. The empanelled agencies have to remit the entire subscription/renewal amount to the publisher on behalf of the Institute within the said time-frame from the Institute and submit the remittance proof along with the invoice.
- (viii.) In case there is a delay that is foreseen in supply/activation of resources, the concerned empanelled agent(s) should send a request for extension with reasons, atleast five (05) working days before the date of supply/activation.
- (ix.) If the provided reason for delay is justified with adequate and valid supporting documentary proof e.g., communication from publisher/publisher(s), the library may consider extending the supply/activation time, as may deem fit.
- (x.) If no information or communication regarding online activation/supply and/or payment remittance to publisher is received from the empanelled agent(s) within the said time-frame, the subscription/renewal order shall automatically stand cancelled.



- (xi.) Separate permission for revoking the cancelled order(s) should be sought through eMail from the library with sufficient documentary evidence.
- (xii.) Payment will be released only after successful activation of access to the subscribed resource(s) and on receipt of an invoice along with necessary remittance and documentary proofs.
- (xiii.) Acknowledgement of receipt of payment must be sent within one week to the Library.

**4. Online activation/license agreement/usage data/supply time-frame**

- (i.) The empanelled agencies should confirm the order to the publisher and activate online access to electronic resources immediately after receiving order confirmation from the Institute with necessary license agreement.
- (ii.) The subscriptions should be entered in the name of “**Library, Indian Institute of Technology Jodhpur**” and the subscription number, etc. details should be immediately communicated to the library.
- (iii.) In case of online or print+online format of resources, the Customer's Copy of the License Agreement should be sent to the library as soon as the publisher sends it to the empanelled agent(s), preferably not later than fifteen days (15) of remittance. The empanelled agencies should bear the responsibility of negotiating with the publisher for any updating/modification in the License Agreement as required by the Institute.
- (iv.) The empanelled agencies should inform about the availability of free online journals form the list of publisher(s) whose journals/resources are being subscribed to, and also about any additional journals that are available during the subscription period.
- (v.) Access to all paid, additional and free journals 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 empanelled agent(s) without any additional charges.
- (vii.) The empanelled agencies have to provide all the required facilities/services of subscription model/license agreement with the publisher wherever applicable.
- (viii.) The empanelled agencies should provide usage data of all the subscribed resources based on the request within 3 days.
- (ix.) Should the empanelled agencies dispatch issues (in case of print resources) through courier, etc., the standard of packaging has to be ensured for non-damage of material in transit and that an advice is sent to the library simultaneously by eMail to ensure update information.
- (x) **Mode of Supply**
  - (a) In case of print resources, the address of supply will be “Library, Indian Institute of Technology Jodhpur, Old Residency Road, Ratanada, Jodhpur – 342011”
  - (b) The Institute will move into its Permanent Campus, shortly which is located at the address “Indian Institute of Technology Jodhpur, NH 65, Nagaur Road, Karwar Village, City Jodhpur- 342034, Rajasthan.” The empanelled subscription agencies will be required to supply the ordered



print resources to this address on the existing Terms & Conditions, in future.

**5. Services to be provided during subscription period**

- (i.) The empanelled agencies should notify the publication schedule of each title with necessary information viz., number of volumes/issues published and the publication date of the same.
- (ii.) Intimation about any bibliographical changes, change of ownership, cessations and/or suspensions of journals must be communicated to the library in writing, promptly.

**6. Missing Issues/Non-supplied journals/CD-ROMS and their Refund thereof**

- (i.) The empanelled agencies shall resolve any access related technical difficulties immediately upon receiving communication from the Library ensuring that the issue gets resolved preferably within two (02) working days.
- (ii.) In case of print resources, the empanelled agencies shall claim missing issues from the publisher(s) on their own, if the supply is arranged through their agency. The Library shall, as usual, claim issues from the empanelled agent(s) where supplies are arranged directly from publisher(s).
- (iii.) It is necessary to send timely claims for missing issues by registered post/fax/eMail, etc., and to inform the library with publishers' replies regularly.
- (iv.) The empanelled agencies will have to refund the amount for the journals/CD-ROM issues that are not received/not supplied.
- (v.) The empanelled agencies will be completely responsible for the refund of subscription amount for non-supplied journal issues. The refund time may be extended if any confirmation is received from the publisher regarding delay in publishing/supply.

**7. License Agreements and Other Important Details**

It is the duty of the empanelled subscription agencies to coordinate with the publisher(s) and ensure to send the following to the Library, soon upon activating access to the subscribed/renewed resource(s).

- (i) Customer's copy of signed License Agreement(s);
- (ii) Administrator's (Librarian's) account details for the subscribed resources; and
- (iii) Usage statistics of the subscribed resources, periodically and whenever Library requests for them.

**8. Invoicing Procedure**

- (i.) The prices in the invoice should be indicative of original currencies.
- (ii.) The Invoice should bear the firm's IT PAN and Bank details.
- (iii.) The date of invoice should be that of bank transfer for remittance of the payment to the publisher.
- (iv.) Pre-receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies).
- (v.) A revenue stamp should be affixed on the original bill and should be signed by an authorized signatory.





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## Indian Institute of Technology Jodhpur

### Office of Library

Old Residency Road, Ratanada, Jodhpur 342011, INDIA

Phone: (0291) 2449 048; eMail: office\_library@iitj.ac.in

- (vi.) Invoice should be raised in favour of Deputy Librarian, IIT Jodhpur Library, IIT Jodhpur, Old Residency Road, Ratanada, Jodhpur - 342011.
- (vii.) One invoice should be raised against one publisher/resource as per the order only. Journal titles from different publishers should not be combined and supplied against one invoice.
- (viii.) The invoice should contain all relevant details viz., our order no. & date, title of the resource and/or journal(s), volume/issue no., subscription period covered and ISSN number.
- (ix.) Supplementary invoice(s) can be raised only if publisher(s) increases the subscription price at a later date.

#### 9. Undertaking

Every invoice should certify the following.

- (i.) The prices charged in this invoice are publisher'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 invoice and their latest catalogue.

#### 10. Currency Conversion and Mandatory enclosures with Invoice

- (i.) Conversion of foreign currencies to Indian Rupees shall be at the actual **TT Selling Rate of State Bank of India (SBI) / Reserve Bank of India (RBI)**, prevalent at the time of payment made by you to the publisher(s), duly supported by Banker's certificate. This will be treated as Currency Conversion Proof (CCP).
- (ii.) Every price proof, and latest currency conversion proof with date, should contain authorized signature and stamp/seal of the empanelled agency.
- (iii.) An authorization letter from the publisher for being sole agent/preferred agent/authorized agent, whichever is applicable, has to be submitted.
- (iv.) A copy of publisher's invoice/eMail communication of price confirmation, as a price proof should be attached.
- (v.) Proof of remittance of payment from the agency's bank may be submitted.

#### 11. Settlement of Accounts

- (i.) The empanelled agency shall guarantee quick, regular and complete supply of the journals subscribed through them.
- (ii.) In case of non-receipts, the agent(s) shall send either the replacements or refunds for unsupplied journal volumes/ issues, by way of cheque or credit notes, before the end of next financial year, except, for cases where publication of a journal is behind schedule and that the fact, duly supported with documents from the publishers, has been notified to the library.
- (iii.) For example, the agent(s) shall settle 2015 subscription accounts by the middle of 2016. If certain publications remain unsupplied even after the middle of 2016, a list of such titles and their delayed publication and dispatch schedule, duly supported from the publishers, should be submitted by October 2016, else, the 2015 accounts must be finally settled by December 2016.
- (iv.) It is emphasized that adherence to these dates is mandatory.



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**12. Delisting from the Panel**

The Institute shall be at liberty to terminate the empanelment of an empanelled subscription agency without any prior notice and drop the said agency from its panel and will result in forfeiture of the security deposit in case of occurrence of any of the following events:

- (i.) If the agency fails to activate/supply ordered resources within the agreed time;
- (ii.) In case of breach of any terms of agreement, or unsatisfactory/inefficient working on the part of the agent(s);
- (iii.) If at any time, found that the information provided by the agent(s) 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).

- (iv.) In such case(s), the Institute will be at liberty to cancel the empanelment without giving any prior notice to the agent(s).

**13.** 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 IIT Jodhpur website (<http://www.iitj.ac.in>), in this regard.

**14.** All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of the Director, IIT Jodhpur or his authorized nominee. The decision of the arbitration shall be final and binding on both the parties. The empanelment will be interpreted under Indian Laws and disputes adjustable within the jurisdiction of court of law of Jodhpur.

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**RESPONSE FORM FOR EMPANELMENT OF SUBSCRIPTION AGENCIES  
FOR SUBSCRIPTION OF JOURNALS, DATABASES & JOURNAL  
RELATED PRODUCTS (PRINT & ELECTRONIC) TO  
LIBRARY, IIT JODHPUR**

**\*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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## Indian Institute of Technology Jodhpur

### Office of Library

Old Residency Road, Ratanada, Jodhpur 342011, INDIA

Phone: (0291) 2449 048; eMail: office\_library@iitj.ac.in

### Check List of Enclosures:

1.	Proof of your membership in any of the associations for publisher(s)/subscription of journals:	
	(i) Good Offices Committee (GOC)	
	(ii) Federation of Publishers' and Booksellers' Association of India (FPBAI)	
	(iii) Any other State/National/International Association(s) for subscription & supply of journals, databases and journal related products.	
2.	Copy of certificate of being exclusive or a preferred agent of any publisher(s)/scholarly society(ies)/organization(s)?	
3.	Proof of serving any consortium/consortia in India.	
4.	Minimum six (06) references of the 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.).	
5.	Please attach a certificate of successful execution of single order during last year (worth more than 50 lakh rupees) with respect to the Institutes where executed (Also attach copy of orders).	
6.	Copy of PAN Card of firm / owner / partners.	
7.	One copy each of Income Tax returns of last three consecutive years.	
8.	Details of your firm's Sales Tax Registration Number (Copy of GST, CST Certificate).	
9.	Details of the annual turnover of the firm for the last three consecutive years with documentary evidence.	
10.	Affidavit on a non-judicial stamp paper of Rs. 50/- of not having black-listed for minimum three (03) years by any of the Institutes or Universities or Government organizations in India.	



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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 Indian Institute of Technology Jodhpur shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority of IIT Jodhpur.
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 firm, affecting the accuracy of the facts, stated above.
5. I/We assure that if empanelled, the firm will serve the Library, IIT Jodhpur 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 Library, IIT Jodhpur, 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. 50,000/- 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 :