



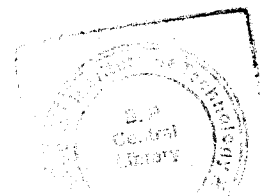
Sub: Empanelment of Vendors/ Publishers/Suppliers for supply of Print Periodicals to NIT Rourkela

National Institute of Technology Rourkela invites open offer of interest for **“Empanelment of Vendors/ Publishers/Suppliers for the Supply of Print Periodicals”** on prescribed format from reputed vendors/distributors/library suppliers in India to NIT Rourkela Library. This empanelment will be valid initially up to **CY 2017 to 2019** (three years) from the date of final approval of empanelled suppliers list and it may be further extendable with written request from the vendors/suppliers, at the sole discretion of the institute. Interested vendors/publishers/distributors/library suppliers may submit the applications along with one copy each of the requisite documents to **“Head, Biju Patnaik Central Library, National Institute of Technology Rourkela, Odisha -769008”**.

Last date for submission of applications: **5.00 pm on June 15, 2017** Instructions for applicants, detailed terms and conditions, application proforma are as follows:

Instructions for applicants:

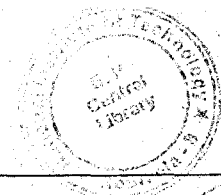
- i. Interested vendors/publishers/distributors/library suppliers should submit **application form in sealed envelopes** super scribing - **Application for Empanelment for the supply of Print Periodicals**.
- ii. The response should be signed by an authorized signatory of the vendor(s) bearing his/her full name and status, clearly indicated below the signature along with the official seal of the firm.
- iii. Incomplete and conditional application(s), and applications received after deadline, will not be considered.
- iv. 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.
- v. Strict discipline must be maintained with respect to your expression of interest for empanelment with Library, NIT Rourkela. 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.
- vi. Responses received after the deadline will not be considered.
- vii. No agency will be allowed to withdraw after submission of applications.
- viii. The responses will be scrutinized and shortlisted by a Committee duly constituted by the Competent Authority of the Institute which will be informed by e-mail.
- ix. All interested vendor(s)/distributor(s)/supplier(s) for empanelment are required to:
 - a. agree to supply as per the Institute’s “Terms & Conditions for Supply of Print Periodicals” as stipulated here, and
 - b. Submit a Security deposit of Rs.15000 in the form of Demand Draft in favor “Director, NIT Rourkela” will be paid at the time of application
 - c. for unsuccessful vendors DD will be refunded
- x. The Committee will recommend a panel of vendor(s)/supplier(s)/distributor(s) to the Competent Authority. The approved panel will be displayed on NIT Rourkela’s Website and the empaneled vendor(s)/supplier(s)/distributor(s) will also be informed by e-mail.





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- xi. This empanelment will be valid initially for three years and may be extended up to four years, but one year at a time depending upon satisfactory performance of the empaneled vendor(s)/supplier(s)/agent(s)/distributor(s), at the sole discretion of the Institute.
- xii. All applications should be submitted in two envelopes
 - a. Technical Information
 - b. Demand Draft as Security deposit



The empanelment of Subscription Agencies for subscription of Print Periodicals which will be governed by the following "Terms and Conditions" (w.e.f. 1 July 2017)

A. General

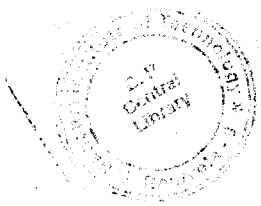
1. The Director, NIT Rourkela reserves the right to approve or reject any or all the agent(s), whose decision will be final and binding in all cases with respect to acceptance/rejection/arbitration.
2. NIT Rourkela, reserves the right to add and/or drop any agent(s) to/from its empaneled list, and/or to place purchase order(s) with any agent(s) at any time, with the approval of Competent Authority.

B. Proposals/Proforma Invoice(s)/Subscription Details

1. Proposals will be called from the empaneled agent(s), whenever, requirement arises, for which the Library may place inquiry with the empaneled agent(s) for subscription details of required journals/print periodicals/other journal related resources. No interim queries/correspondence will be entertained.
2. The empaneled subscription agency should respond within *two weeks* of receipt of the enquiry e-mail.
3. Pricing details of all resources should be informed in their original currency only.
4. 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.
5. Discounts/concessional rates offered by the publisher, if any, and as admissible must be included in the proposal(s).
6. Mode of supply of print periodicals 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.
7. 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.
8. Levying of any additional postage/freight/handling/service charges after order confirmation will not be accepted.
9. The empaneled agencies are required to submit the authorization letter(s) /letter indicating exclusive/sole/preferred/authorized subscription agent/dealer from the publisher(s).
10. 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.

C. Subscription Orders, Queries, Time-frame, Cancellations and Payment

1. Distribution of orders to the empaneled agencies is purely based at the discretion of NIT Rourkela.
2. Subscription/Renewal Orders shall be placed by the Office of Stores & Purchase, NIT Rourkela, with the empaneled agent(s) as finalized by Library,



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against the submitted proposal/proforma invoice/invoice for the required journals/periodical titles, on accepting all the agreed Terms and Conditions, as approved.

3. The empaneled agencies are required to seek confirmation of order(s) from the NIT Rourkela against the proforma invoice/proposal submitted by them.
4. Sending an acknowledgment of the receipt and acceptance of Subscription /Renewal Order is mandatory, by e-mail only, within two (02) working days.
5. Any clarification/query regarding the Subscription/Renewal Order should be sought from the Library within two (02) working days of receipt of the order.
6. Separate permission for revoking the cancelled order(s) should be sought through e-mail from the NIT Rourkela with sufficient documentary evidence.
7. Payment will be released only after on receipt of an invoice along with necessary documentary proofs.
8. Acknowledgement of receipt of payment must be sent within one week to the Library.

D. Mode of Supply

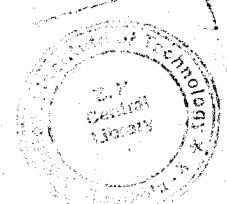
1. Should the empaneled agencies dispatch issues through courier, etc., the standard of packaging has to be ensured for non-damage of material in transit and that an advice is sent to the library simultaneously by e-mail to ensure update information.
2. The address of supply will be "Head, Biju Patnaik Central Library, National Institute of Technology Rourkela, Odisha - 769008". The empaneled subscription agencies will be required to supply the ordered print resources to this address on the existing Terms & Conditions, in future.

E. Services to be provided during subscription period

1. The empaneled 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.
2. Intimation about any bibliographical changes, change of ownership, cessations and/or suspensions of journals must be communicated to the library in writing, promptly.

F. Missing Issues/Non-supplied journals and their Refund thereof

1. The empaneled agencies shall resolve any supply related difficulties immediately upon receiving communication from the Library ensuring that the issue gets resolved preferably within two (02) working days.
2. The empaneled 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 empaneled agent(s) where supplies are arranged directly from publisher(s).
3. It is necessary to send timely claims for missing issues by registered post/fax/e-mail, etc., and to inform the library with publishers' replies regularly.



4. The empaneled agencies will have to refund the amount for the journals issues that are not received/not supplied.
5. The empaneled 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.

G. Invoicing Procedure

1. The Invoice should bear the firm's IT PAN and Bank details.
2. The date of invoice should be that of bank transfer for remittance of the payment to the publisher.
3. Pre-receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies).
4. A revenue stamp should be affixed on the original bill and should be signed by an authorized signatory.
5. Invoice should be raised in favor of Head, Biju Patnaik Central Library, NIT Rourkela, Odisha - 769008.
6. 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.
7. 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.
8. Supplementary invoice(s) can be raised only if publisher(s) increases the subscription price at a later date.

H. 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.

I. Mandatory enclosures with Invoice

1. Every price proof should contain authorized signature and stamp/seal of the empaneled agency.
2. An authorization letter from the publisher for being sole agent/preferred agent/authorized agent, whichever is applicable, has to be submitted.
3. A copy of publisher's invoice/e-mail communication of price confirmation, as a price proof should be attached.
4. Proof of remittance of payment from the agency's bank may be submitted.
5. Refer Checklist for more information

J. Settlement of Accounts

1. The empaneled agency shall guarantee quick, regular and complete supply of the journals subscribed through them.
2. 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.

3. For example, the agent(s) shall settle 2016 subscription accounts by the middle of 2017. If certain publications remain unsupplied even after the middle of 2017, a list of such titles and their delayed publication and dispatch schedule, duly supported from the publishers, should be submitted by October 2017, else, the 2016 accounts must be finally settled by December 2017.
4. It is emphasized that adherence to these dates is mandatory.

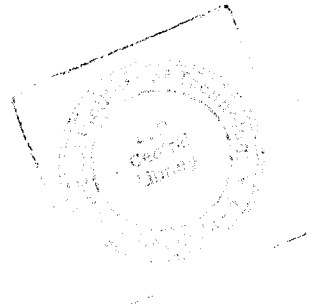
K. Delisting from the Panel

The National Institute of Technology Rourkela shall be at liberty to terminate the empanelment of an empaneled 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 supply ordered periodicals 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 National Institute of Technology Rourkela (NIT Rourkela); 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 empaneled vendor(s)/supplier(s).
- (iv.) In such case(s), the National Institute of Technology Rourkela will be at liberty to cancel the empanelment without giving any prior notice to the agent(s).

L. 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 empaneled agent(s) may find the update, on NIT Rourkela website (<http://www.nitrkl.ac.in>), in this regard.

M. All disputes and differences arising out or concerning the work shall be subject to the sole arbitration of the Director, National Institute of Technology Rourkela 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 Rourkela.





**Application form for Empanelment of Vendors/ Publishers/Suppliers for
supply of Print Periodicals to NIT Rourkela**

**please read the "terms and conditions" carefully before filling the form
(Strike off whichever is not applicable)*

1. Name of the Firm: _____

2. Address(es) of Head Office & Branches with telephone numbers, fax numbers, e-mail addresses, and website, if any:

3. Kind of Proprietorship: _____
 - i. Name and address of Directors / Managing Directors / Proprietor:

 - ii. If partnership, name and address of partners:



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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 print periodicals 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.). Relevant Purchase Orders needs to be enclosed	
5.	Please attach a certificate of successful execution of single order during last year (worth more than 10 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.	
11.	Previous record of supply to NIT Rourkela (if any) Proofs to be attached	



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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 National Institute of Technology Rourkela shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority of National Institute of Technology Rourkela.
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 empaneled, the firm will serve the Biju Patnaik Central Library, National Institute of Technology Rourkela for a minimum period of three years.
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 e-mail.
7. I/We have read and understood all the "Terms and Conditions" of Library, National Institute of Technology Rourkela, as mentioned in this document and consciously agrees to abide by them.
8. I/we agree to retain a Refundable Security Deposit of Rs. 15,000/- as performance guarantee deposit at NIT Rourkela.

Signature of Partners / Proprietors :

Place :

Signature of authorized representative of the firm with stamp:

Date: