



AC Joshi Library, Panjab University Chandigarh-160014

**Empanelment of Agencies for Print Journals/Periodicals/E-Resources
Subscription**

A.C. Joshi Library, Panjab University Chandigarh invites applications for empanelment of Agencies from the reputed agencies for Journals/Periodicals/E-resources subscription on prescribed format. Interested agencies may send the completed application form along with all requisite documents to “The Director, Research & Development Cell (Director, RDC), Panjab University Chandigarh-160014.

Closing Date	December 14, 2023
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Instructions for applicants, detailed terms and conditions, application proforma are as follows:

Instructions for Interested Parties:

The interested subscription agencies should submit sealed envelope super scribing – “Prequalified Application for empanelment of agencies for Print Journals/Periodicals/E-resources Subscription” to “The Director, Research & Development Cell”, Panjab University, Chandigarh-160014

- The application should be signed by the authorized person and his full name and status should be indicated below his/her signature along with the official stamp of the firm.
- Incomplete and conditional applications will be rejected.
- Any application received after due date and time will not be considered.
- At any point of time, if any of the documents furnished by the agencies is found to be false, it would be a breach of terms of contract, making the firm concerned liable for legal action besides termination from the panel with immediate effect and will be blacklisted.
- Quoting unrealistic rates/discount at the time of submitting quotation/proposals will lead to termination of empanelment.
- No agency will be allowed to withdraw the application after the submission.
- The agencies short-listed for empanelment are required to strictly agree to subscribe/supply as per the Panjab University’s “Terms & Conditions of empanelment for subscription of print journals/periodicals/e-resources”.
- Panjab University, Chandigarh reserves the right to place orders directly to publishers also.

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- Panjab University, Chandigarh 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.

Short-listing criteria for empanelment of Subscription Agencies:

- Minimum five latest/fresh references of the libraries of reputed national institutes (e.g. Universities, IISERs, IIMs & IITs.) with whom the firm is already empanelled/registered/subscribing resources. Proof for all the references must be attached.
- Annual average turn-over of the firm for last three consecutive years should be 10 Crores or more. Documentary proof must be attached.
- Income Tax Returns (ITRs) for last three consecutive years need to be attached.
- Successful execution of single order valuing Rs. 50 Lakhs or above during last three Years. Proof must be attached.
- Affidavit raised on a non-judicial stamp paper of Rs. 50/- for not having black-listed for minimum three years by any Government organization need to be attached.

The above are the minimum criteria. In case of large number of applications, Panjab University, Chandigarh may shortlist the vendors on the basis of criteria as decided by the ‘E-resources Committee’.

The empanelment will be governed by the following ‘Terms and Conditions’:

1. General:

- (i) The ‘Chairperson, E-Resources Committee’ reserves the right to cancel/terminate the empanelment of any or all the agencies in case of breach of any of the terms and conditions of the agreement.
- (ii) Panjab University does not bind itself to add in the approved list of empanelled agencies or to place order to all or any of the empanelled agencies.

2. Authorization Proof:

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

3. Security Deposit:

- (i) The qualified agencies shall submit a security deposit of Rs. 50,000.00 (Rupees Fifty Thousand only) in the form of demand draft in favor of - The Registrar, Panjab University, Chandigarh within two weeks of confirmation of empanelment along with signed documents of terms and conditions.

- (ii) The above security deposit will be refunded to the agencies on successful completion of empanelment without interest.

- (iii)

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4. Enquiry/Proposal for Print Journals/Periodicals/E-resources:

- (i) The quotations/proposals will be invited from the empanelled agencies as per AC Joshi Library, Panjab University requirements.
- (ii) Quotations will be invited for the resources which are not part of any consortiums such as E-Shodh Sindhu OR any other consortium OR any new consortium(s) formed in future.
- (iii) All resources should be quoted in their original currency only.
- (iv) The library shall invite quotation(s)/proposal(s) from all the empanelled subscription agencies for the required journals/periodicals/e-resources as and when required through E-mail.
- (v) Within stipulated time of the enquiry email, the empanelled agencies must submit the quotations/proposals in a sealed cover.

5. Purchase Orders:

- (i) Subscription arrangement has to be made strictly against the purchase orders and as per the agreed terms and conditions of empanelment.
- (ii) Order will be placed to the subscription agency that offers least price and maximum discount.
- (iii) If two or more agencies offer the same discount, Panjab University reserves the right to place order to any of the agency.
- (iv) Sending an acknowledgement of the receipt of purchase order preferably by e-mail, which is taken as acceptance of the purchase order, is mandatory.
- (v) Any clarification/query regarding the purchase order should be sought from the A.C. Joshi Library, Panjab University within one week of receipt of the order.

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

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

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and also within three days as and when requested by the Library.

- (ix) If the Panjab University needs certain amendment in the license agreement, agents should make arrangements with the publishers.

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

- (i) Agencies will have to refund the amount for the issues of Periodicals/Journals/CD-ROMs/DVDs that have not been procured/received/not supplied within the financial year.
- (ii) Agencies will be completely responsible for refund of the subscription amount for unsupplied issues of Periodicals/Journals/CD-ROMs/DVDs.
- (iii) The refund time may be extended to the agencies if the A.C. Joshi Library, Panjab University receives confirmation from the publishers regarding the delay in publishing/supply (for behind schedule publications etc.)

8. Invoicing

8I. Invoicing procedure:

- (i) Pre-receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies).
- (ii) A revenue stamp should be affixed on the original bill (in case the invoice/bill amount exceeds Rs. 5,000.00) and should be signed by authorized signatory.
- (iii) Invoice should be raised in favor of The University Librarian, A.C. Joshi Library, Panjab University Chandigarh.
- (iv) Separate invoice should be raised against each e-resource/package. In case of single title print/online Journal, separate invoices should be raised after final confirmation from the Panjab University.
- (v) The agency should supply the proof of the payment made by agency to the Publishers on behalf of the Panjab University. The University releases the amount only after the payment proof is received from the agency. However, the agency should provide the receipt of the publisher within 30 days on payment received on behalf of the Panjab University, Chandigarh.

8II. Undertaking by the Vendor:

A. Every Quotation/Proposal should certify the following:

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

B. Every invoice should certify the following:

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

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8III. Enclosures with invoice:

- (i) The prices in the invoice should be indicated in original currencies. A copy of publisher's invoice as a price proof.
- (ii) Bank remittance proof to the publisher.
- (iii) Reserve Bank of India's (RBI) or National Bank's Currency conversion rates as applicable on the date of the purchase order should only be followed, and it should also be clearly mentioned on the invoice.
- (iv) Every price proof and currency conversion proof should contain stamp and authorized signature of the agency.
- (v) Mandatory enclosures i.e., PAN number, GSTIN of your firm, exclusivity certificate(if any) from the publisher.
- (vi) Certificate or copy of e -mail from the publisher that the payment for the subscribed journals/periodicals for the current year subscription for Panjab University has been received. Certificate or copy of e-mail has to be sent for each of the above resources separately.

9. Validity of Empanelment:

Initially, validity period of empanelment for the supply of journals and e-resources will be for one year and may be extendable to another two years on satisfactory performance of the vendor(s) which will be done annually by the e-resources Committee.

In case, Panjab University invites fresh applications in the next year, interested agencies/vendors have to apply afresh.

10. Termination of registration and delisting from the panel:

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

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

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

11. The Panjab University reserves the right to change or modify or amend or substitute any clause in the terms and conditions that are listed above, if required, at any time. The same will be communicated to the vendor accordingly.

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12. In case of all disputes and differences arising out or concerning the work, The Registrar, Panjab University will appoint an arbitrator whose decision shall be final and binding on both the parties. The empanelment will be interpreted under Indian Laws and disputes adjustable within the Chandigarh Union Territory.

Empanelment of Agencies for Print Journal/e-resources Subscription

APPLICATION FORM

1.	Name of the Agency/Firm with complete address of Head Office and branches with telephone & fax nos., email, web-site (if any)	
2.	Nature of organization: Proprietorship/ Partnership/Company etc. (i) Name and address of Directors / Managing Directors / Proprietor (ii) If partnership, name and address of partners	
3.	Are you a member of any international/national/state association for publisher/journals supply (Please specify with proof)	
4.	Name of the publisher you represent in terms of sole/ preferred/authorized agent/etc. (attach letters issued by the publisher/society/organization)	
5.	Whether copies of Income Tax Returns for the last three consecutive years are attached.	Yes/No (please attach document evidence)
6.	The annual turnover of the firm for the last three consecutive years. (Please attach documentary evidence).	
7.	Single largest order executed during last three Years and attach proof of document.	
8.	Affidavit raised on a non-judicial stamp paper of Rs. 50/-, by agency for not having black-listed for minimum three years by any Government organization.	
9.	Are you a part of any consortiums in India. If so, please mention the name of consortiums with relevant proof	
10.	Proposed mode of supply of print periodicals	

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11.	Minimum five references of the Libraries of national reputed organizations with whom you are already registered/authorized supplier (e.g Universities, IISERs, IIMs & IITs) with documentary proof for all references.	
12.	How will you follow up in case of the delay in activation/release of publications (i) Mechanism to overcome such activation/delays (ii) Any special arrangement with Courier/ Postal authorities to avoid delays. If so, details (iii) Arrangements, if any to speed-up delivery of journals by air freight	
13.	How much time will be taken in supplying the issues of journal to the Panjab University from date of their publications	
14.	I agree to make the payment to the publisher by electronic transfer at the cost of agency immediately after final confirmation of the order from the Panjab University (Yes / No)	
15.	I agree to submit a security deposit of Rs. 50,000/- in the form of demand draft duly pledged in favor of The Registrar, Panjab University, Chandigarh within two weeks of confirming vendor empanelment along with signed document of terms and conditions.	

DECLARATIONS

- (i) I/We _____
(names of partners/proprietors or share-holders) do hereby declare that the entries made in this application form are true to the best of our knowledge and belief. I/we have read and understood the Institute's "Terms and Conditions" of contract and agree to abide by the same in all respect.
- (ii) I/We also hereby declare that all matters related to Panjab University, Chandigarh shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority.
- (iii) Mr./Ms. _____, whose signatures are given below, is an authorized representative of this firm.

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- (iv) I/We also undertake the responsibility to communicate all subsequent changes in the constitution or working of our firm, without fail.

(Signature of the Proprietor/partner with Stamp)