



Guru Gobind Singh Indraprastha University

Sector 16C, Dwarka, New Delhi -110078

Website: <http://ipu.ac.in>

Dated: 14th June 2018

NO. 01/UIRC/GGSIPU/2018-19

INVITATION OF PROPOSAL FOR SHORTLISTING THE VENDORS FOR SUPPLY OF PRINT FOREIGN AND INDIAN PERIODICALS FOR UIRC AT GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY, SECTOR 16-C, DWARKA, NEW DELHI-110078

On behalf of Registrar, Guru Gobind Singh Indraprastha University, Invitation of proposals for short listing the vendors for supply of Print Foreign & Indian Periodicals for UIRC,GGSIPU are invited from reputed and eligible vendors in one bid system (Technical only) for the supply of print foreign & Indian periodicals for UIRC,GGSIPU (Dwarka Campus), New Delhi-110078. Document can be downloaded from GGSIP UNIVERSITY website under the link tenders (www.ipu.ac.in/tenders.php) and UIRC notices (www.ipu.ac.in/library.php).

1.	Name of work	Invitation of proposals for short listing the vendors for supply of print foreign & Indian periodicals for UIRC, at Guru Gobind Singh Indraprastha University, Sector 16 C, Dwarka, New Delhi – 110078
2.	Last date, time and venue for submission of EMD and Technical bid documents	July 17, 2018 Up to 02.00 p.m. in the office of the Librarian/In charge Library, UIRC, GGSIPU, Sector 16 C, Dwarka, New Delhi – 110078
3.	Date, time and venue for opening of technical bid	July 18, 2018 at 03.30 p.m. in the office of the Librarian/ In charge Library, UIRC, GGSIPU, Sector 16 C, Dwarka, New Delhi – 110078
4.	EMD	Rs.3.00 Lakh (Rupees Three Lakh only) in the form of FDR and shall be in favour of Registrar, GGSIP University payable at Delhi. The validity of the EMD should be not less than 120 days from the date of opening of technical bid.
The bids shall be submitted in one stages viz. <i>Technical bid. Tentative List of Print Journals to be supplied is placed at Annexure-M. The technical bid document can be downloaded from university website under the link tenders (www.ipu.ac.in/tenders.php) and UIRC notices (www.ipu.ac.in/library.php).</i>		

(REGISTRAR)



GURU GOBIND SINGH
INDRAPRASTHA
UNIVERSITY

DOCUMENT

FOR

INVITATION OF PROPOSALS FOR SHORT LISTING THE VENDORS FOR SUPPLY OF PRINT FOREIGN & INDIAN PERIODICALS FOR UIRC, GGSIPU

AT

Guru Gobind Singh Indraprastha University
[A state University under Govt. of NCT of Delhi]
Sector 16 C, Dwarka, New Delhi 110 078

Librarian/In-Charge Library
UIRC

GGSIU, Sector 16C, Dwarka, New Delhi 110078

Contact Nos.011 25302218

E-mail : jkgarg@ipu.ac.in

akdeval@yahoo.co.in

INVITATION OF PROPOSAL

NO. 01/UIRC/GGSIPU/2018-19

Registrar, Guru Gobind Singh Indraprastha University (GGSIPU) invites “**Invitation of proposals for short listing the vendors for supply of Print Foreign & Indian Periodicals for UIRC,GGSIPU**” in one bid system – Part I from reputed and experienced vendors/suppliers for the supply of print foreign & Indian periodicals for UIRC,GGSIPU, Dwarka, New Delhi-110078.

1. **Particulars of Items: Supply of print foreign & Indian periodicals for UIRC,GGSIPU**
2. **Earnest Money Deposit (EMD) in FDR: - Rs.3.00 Lakh** (Rupees Three Lakh only) in the form of FDR and shall be in favour of Registrar, GGSIP University payable at Delhi. The validity of the EMD should be not less than 120 days from the date of opening of technical bid.
3. **Completion period:** Supply within 6 weeks from the date of issue of work award letter/Purchase Order.
4. **Availability of Document:** Documents with detail terms & conditions can be downloaded from GGSIP University website.
5. **Receipt and opening of Tenders:** The Technical bid along with EMD should reach to this office on or before July 17, 2018 up to 02.00 PM. The Technical Bid will be opened on July 18, 2018 at 03.30 pm.
6. The required EMD as stated above in the form of FDR must be enclosed with the technical bid failing which the offer will be treated as non-responsive.
7. GGSIPU reserve the right to accept or reject any or all the bid wholly or partially without assigning any reason thereof.
8. The University reserves the right to relax any terms & conditions in the interest of the University.

INSTRUCTIONS TO BIDDERS

9.0 Scope

The work consists of:

- 9.1 **Supply of print Foreign & Indian periodicals for UIRC, GGSIPU** at Sector-16C, Dwarka, New Delhi as per terms and condition in **Annexure-J**.

10.0 Definitions:

- 10.1 **GGSIPU** means Guru Gobind Singh Indraprastha University, Delhi
- 10.2 **University** means Guru Gobind Singh Indraprastha University, Delhi
- 10.3 **UIRC** means University Information Resource Centre (Central Library)
- 10.4 **Employer** means the Registrar, GGSIPU and his successor
- 10.5 **Vendor** means the Publisher or his direct authorized distributor (dealing at first point), proprietary firm, partnership firm, limited company private or public or corporation
- 10.6 **“Year”** means “Calendar Year” unless stated otherwise.

11.0 Who can apply:

- 11.1 If the vendor is a proprietary firm, the application shall be signed by the proprietor with his full typewritten name and the full name of his firm with its current address, Contact details etc.
- 11.2 If the vendor is a firm in partnership, the application shall be signed by all partners of the firm with their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases, a certified copy of partnership deed and current address of all the partners of the firm should accompany the application.
- 11.3 If the vendor is a Limited Company, Public Company or a Corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a certified copy of the power of attorney. The vendor should also furnish a certified copy of the Memorandum and Articles of Association duly attested by a Public Notary.
- 11.4 **Joint Venture/ Consortiums are not accepted.**

12.0 Sealing and Marking of Bids

- 12.1 Technical Bid shall be submitted along with EMD.
- 12.2 The vendor shall place the two separate sealed envelopes marked **“Technical Bid”** and **“Earnest Money Deposit”** in one outer envelope. The inner envelopes will have marking as follows:-
- a) Technical Bid
 - b) Earnest Money Deposit (EMD)
- 12.3 The sealed outer envelope containing the technical bid and EMD shall be addressed to Librarian/In charge Library, UIRC, Guru Gobind Singh Indraprastha University, Sector 16C, Dwarka, New Delhi – 110078.
- 12.4 The sealed bid shall bear the name and identification number of the bid on the cover of the Envelope(s).
- 12.5 In addition to the identification required as above, **each** of the envelopes shall indicate the name and address of the vendor to enable the bid to be returned unopened in case it is declared late or is declared non-responsive.

13.0 **Bid Submission:**

- 13.1 The envelop named “**Technical Bid**” shall comprise of all documents as per **Clause-14 and Annexure-H**.
- 13.2 Each page of the Technical Bid and document must be sealed and signed by the authorized signatory of the vendor.
- 13.3 Duly signed document along with all corrigenda, addendum issued, if any, should also be sealed as part of technical bid.
- 13.4 Conditions other than those laid down in the document will not be entertained.

14.0 **Eligibility Criteria for Technical Bid**

Firm/vendors fulfilling the following eligibility criteria (14 a-n) are eligible to apply for the invitation of proposal for short listing the vendors for supply of Print Foreign and Indian Periodicals to UIRC, GGSIP University.

- a) **Firm/Vendor submits EMD of Rs. 3.00 lakhs in favour of Registrar, GGSIPU**
- b) **Firm/Vendor having minimum financial turnover of Rs. 10 crore/year during the immediate last three consecutive financial year**
- c) **Firm/Vendor who has not incurred losses in more than two years in the last 3 consecutive financial years**
- d) **Firm/Vendor who have executed at least one of the following in the last three years:**
- (i) **One single order of similar work of Supply of print Foreign & Indian periodicals having value of Rs. 120 Lakhs**
- OR**
- (ii) **Two similar work of Supply of print Foreign & Indian periodicals having value of Rs. 90 Lakhs each**
- OR**
- (iii) **Three similar work of Supply of print Foreign & Indian periodicals having value of Rs. 60 Lakhs each**
- e) **Firm/Vendor who have not been blacklisted/debarred by any of the Government/Public sector agencies in India for supplying of Print Foreign and Indian Journals in libraries**
- f) **Firm/Vendor who is operational in India for last five years**
- g) **Firm/Vendor supplying Print Foreign and Indian Journals to academic/Research libraries in Delhi/NCR for last three years**
- h) **Firm/vendors who is a member of at least one of the following association of**
- (i) **Federation of Publishers & Book Sellers Association of India (FPBAI)**
- (ii) **Delhi State Book Sellers and Publishers Association (DSBPA)**
- (iii) **Association of India Publishers and Book Sellers**
- i) **Firm/Vendor who is also ready to supply journals of Indian publishers to UIRC, GGSIPU along with the journals of foreign publishers**
- j) **It is mandatory for vendors/firm that they have to supply both the journals of Indian and Foreign origin. Non acceptance of Indian journals will disqualify them from the selection process.**
- k) **Firm/Vendor having valid**
- (i) **PAN Number**
- (ii) **GSTIN Number**
- l) **Firm/Vendor submits latest ITCC/return copy for last 03 financial years i.e. 2016-2017, 2015-2016 and 2014-2015.**
- m) **Firm/vendor who do not have record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.**
- n) **Firm/Vendor whose business has not been banned by GGSIP University or by any Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government in the last three years.**

- o) **Firm/Vendor who have not been punished / penalized by way of imprisonment/ fines in last three years.**

All eligibility documents with EMD must be submitted in hard copy as per the date and time mentioned above.

The formats/Annexure for the documents to be submitted, with Technical bids are placed at **Section –II (Annexure – A to Annexure L):**

14.1	Letter of Transmittal	Annexure – A
	Declaration by Bidder	Annexure – B
	Compliance to Bid Requirement	Annexure – C
14.2	Performa for Empanelment of Vendors: - Legal status of the company/ organization with legal proof along with certified copies.	Annexure – D
14.3	Income Tax Registration (PAN No.),	Attach certified copies
	GSTIN No.	
14.4	Minimum financial turnover of Rs. 10 Crore (Rupees Ten Crore) each year during the immediate last three consecutive financial years ending 31 st March 2017, duly audited, signed & stamped by a Chartered Accountant.	Annexure- E
	The vendor should not have incurred losses in more than two years in the last 3 consecutive financial years, duly certified by Chartered Accountant, along with copies of audited profit and loss account of last three years	
14.5	Firm should have executed at least one of the following in the last three years: One single order of similar work of Supply of print Foreign & Indian periodicals having value of Rs. 120 Lakhs OR Two similar work of Supply of print Foreign & Indian periodicals having value of Rs. 90 Lakhs each OR Three similar work of Supply of print Foreign & Indian periodicals having value of Rs. 60 Lakhs each	Annexure -F
	Explanation: “Similar work” means the work of Supply of print Foreign & Indian periodicals in big Academic/Research libraries. “Value” shall mean gross value of the completed work. This should be certified by an officer of the client organization on their letter-head.	
14.6	That the vendor /organization have not been blacklisted/debarred by any of the government/ public sector agencies in India. A declaration of fair business practice by the vendor.	Annexure – G
14.7	The vendor should be operational in India for last five years.	

15.0 Opening of Technical Bids & Evaluation:-

15.1 The evaluation of technical bid will be done on the basis of criteria mentioned at:

15.1.1 Eligibility criteria for technical bid prescribed at para 14 above {(14 a-n) and (14.1 to 14.7)} in respect of experience in similar class of works completed, financial turnover, profitability and valid registrations, etc.

15.1.2 Short listing/selection criteria defined at Annexure-K.

15.1.3 Details submitted by the vendor/Firm in “Performa for empanelment of Vendors” (Annexure-D).

15.2 The vendor/Firm supplying the journals will be shortlisted, on the basis of total marks obtained as per Annexure-L.

- 15.3 In case of tie between two or more vendors/firms during the process, the firm will be shortlisted on the basis of Point No.1 below and tie again will be on the basis of Point No.2 and tie again on the basis of Point No.3, the short listing will be done on the basis of following criteria:
1. Vendor/firm that has its local office in Delhi/New Delhi/NCR region will be short listed over the other competing vendor or firm.
 2. Vendor/firm that has higher Gross Annual Turnover over the other competing vendor or firm will be short listed.
 3. Vendor/firm that has longer journal subscription experience over the other competing vendor or firm will be short listed.
- 15.4 **Even though any vendor may satisfy the above requirements, he/she would be liable to disqualification if he/she has:-**
- **Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.**
 - **Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.**
- 16.0 Earnest Money Deposit:**
- 16.1 The Earnest Money Deposit (EMD) must be attached (see Clause 2). The Earnest money shall be accepted in the form of Fixed Deposit Receipt (FDR) only and shall be in favour of “Registrar, GGSIPU”, payable at Delhi.
- 16.2 Bid with no earnest money deposit will summarily be rejected. In case of successful vendor of the technical bids, the earnest money will be returned only after obtaining the required Performance guarantees along with the agreement on non-judiciary stamp paper of Rs. 100/-. The successful vendor shall be required to enter into an agreement with the University for providing the supply of foreign & Indian periodicals to UIRC, GGSIPU.
- 16.3 In the case of unsuccessful vendors, the Earnest Money Deposit will be refunded without any interest.
- 16.4 **The validity of the EMD should be not less than 120 days from the date of opening of technical bid.**
- 17.0 General:**
- 17.1 All information called for in the enclosed forms should be furnished against the relevant places in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against at the relevant place. Even if no information is to be provided in a column, a “Nil” or “No Such Case” entry should be made in that column. If any particular/query is not applicable in case of the vendor, it should be stated as “not applicable”. The vendors are cautioned that incomplete information called for in the document or deliberate suppression of any information may result in the bid being summarily disqualified. Bids received after the expiry of the stipulated date and time mentioned in the tender document will not be entertained.
- 17.2 The bid document should be legibly written and serially numbered with proper tagging and binding. The vendor should sign each page of the bid.
- 17.3 There should not be any overwriting in the bid documents submitted by the bidder. Pages of the eligibility criteria document are to be numbered. Additional sheets, if any added by the vendor, should also be numbered. Bid should be submitted as a package with signed letter of transmittal.
- 17.4 **References, information and certificates from the respective clients certifying suitability, technical knowledge or capability etc. of the vendors should be signed by officer of the client organization with name & designation.**

- 17.5 The vendor may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of bid document unless it is called for by the University.
- 17.6 **Any information furnished by the vendor found to be incorrect either immediately or at a later date, would render him liable to be debarred from taking up of any work in GGSIPU. Wherever, the vendor is debarred, it shall result in forfeiture of EMD/performance guarantees.**
- 17.7 GST or any other tax on material applicable on the date of submission of bid in respect of this contract shall be payable by the vendor and University will not entertain any claim whatsoever in respect of the same.
- 17.8 On acceptance of the bid, the name of the accredited representative(s) of the vendor who would be responsible for taking instructions from the University shall be communicated in writing to the Librarian/In charge Library.
- 17.9 **The vendor shall furnish a list of University employees related to him, if any in the “Technical Bid”.**
- 17.10 **If the vendor obtains a contract with GGSIPU as a result of wrong bidding or other non-bonafide methods of competitive bidding, the University reserves the right to terminate the contract without any liability to the university. On termination of such contract the EMD/performance guarantees shall be forfeited.**
- 17.11 Without prejudice to any of the rights or remedies under this contract if the vendor ceases to exist, the University shall have the option of terminating the contract without any compensation whatsoever to the legal heir of the contractor.
- 17.12 The successful vendor will have to sign an agreement within stipulated time period as mentioned in the letter of intent. The necessary fees, stamp duties, etc. required for completing the agreement have to be borne by the vendor.
- 17.13 The University reserves the Right to place order for subscription of any new print journal or discontinue subscription of any print journals already subscribed after signing the contract or at the time of placement of purchase order.
- 17.14 **The validity of empanelment is for a period of 03 years; however renewal will be given on yearly basis up to 03 years, on the basis of annual performance.**

18.0 Scope and condition of work order

The Scope of work shall consist of supply of print Foreign & Indian periodicals to UIRC, GGSIPU, complete in all respects, and technical support, if any required by UIRC, GGSIPU.

The work order of supplying the print foreign and Indian periodicals to UIRC, GGSIPU will be allotted as per the criteria outlined below:

- On the basis of total marks obtained as per annexure –L, three (03) vendors/firms will be shortlisted for executing the work order. Vendor/firm obtaining the highest marks will be identified as “H1”, vendor/firm getting second highest marks will be identified as “H2” and the third highest marks obtained by the vendor/firm will be identified as “H3”.
- Work order with total subscription order value will be allotted to these three (03) shortlisted vendors/firms in the ratio of 50%, 30% and 20% among these three shortlisted vendors/firms identified as H1, H2 and H3, respectively.
- The university shall award the work order in the ratio of 50%, 30% and 20% to the respective vendors identified as H1, H2 and H3, respectively. In case of any dispute between the vendors, with respect to the work order of the university, the decision of the university shall be final and binding for the vendors.

19.0 Final decision making authority

The University reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the vendors. No claim whatsoever will be entertained / paid by the university to the vendors (s).

20.0 Summary Rejection of bid:

The bid not accompanied with Earnest Money Deposit shall be summarily rejected. Similarly, if the vendor proposes any alternation in or additions to the prescribed form of bid document or decline to carry out any work of the bid document; or any conditions mentioned, etc., his bid is liable to be rejected.

21.0 Particular provisions

The University reserves the right to execute the work or reject the bid without assigning any reason or incurring any liability to the vendors.

22.0 Amendment of bid document:

22.1 Before the deadline for submission of bid, the University may modify the bid document by issuing addenda.

22.2 Any addendum thus issued shall be a part of the bid document and shall be uploaded on the GGSIP University website. Prospective vendors must visit the website before filling and submission of bid Document for such information, if any.

23.0 Validity of bid:

Seventy Five days from the date of opening of **Technical Bid**. During this period no vendor shall be allowed to modify/withdraw his bid. In case of withdrawal, the EMD submitted by the vendor shall be forfeited and no claim shall be entertained on this regard.

24.0 Performance Guarantee:

24.1 With in 30 days from the award of the work contract, the successful bidder/vendors shall be required to furnish performance guarantees (Security Deposit) in the form of FDR of a nationalized bank of 10% of the total value of the work contract and bank guarantee of an amount of 20% of the total value of the work contract. No payment shall be released to the vendor until the vendor has furnished the performance guarantees. The Performance Guarantee should be valid up to 18 months. The Performance Guarantee shall be accepted in the following form and shall be in favour of "Registrar, GGSIPU", payable at Delhi:-

- i. Fixed Deposit Receipt (FDR) of a Nationalized Bank
- ii. Bank Guarantee (As per Annexure-I)

24.2 Performance Guarantee shall be released only after completion of the work contract.

24.3 In case of non submission of Performance Guarantee within specified time, the earnest money will be forfeited and the University may consider to black list/de-bar the vendor.

24.4 In case a fixed deposit receipt/ Bank Guarantee of any bank are furnished by the vendor to the University as part of the Performance Guarantee and the Bank is unable to make payment against the said instrument. The loss caused thereby shall fall on the supplier and the supplier shall forthwith on demand furnish additional security to the University to make good the deficit.

25.0 Status Reports

At the end of every 03 month the vendor will submit a status report giving the details of the periodicals supplied during the month along with action taken on the pending supplies.

26.0 Payment Terms

- 26.1 All payment to the vendors for the work contract shall be made by the University only in Indian Rupees.
- 26.2 No advance will be paid to the vendor. The vendors will have to arrange the remittance from their own resources. The payment will be made to the vendors after they submit the documentary proof of having remitted the full subscription dues to the respective publisher certified by their bankers that the payment has been released in favour of the publishers. No interest would be payable on amount paid by the vendors to the publishers on account of any delay in payments by GGSIPU.
- 26.3 Publisher's prices plus handling/postage will be considered for payment only on the production of documentary proof received from the publisher. The delivery of issues of journals should be done using the fastest possible mode of delivery preferably by Air Mail/Air Freight and deliver them by hand or by registered post without charging any extra cost to the library. Private Couriers are not allowed inside the complex. The journals available in dual currency should be billed in the currency by which the converted cost is the lowest in Rupees. Special lower prices, if any offered by the publisher for developing countries would be chargeable by the vendors/agencies.
- 26.4 All foreign currencies in the invoices shall be converted at the prevailing nationalized bank exchange rates only at the time of remittance. The invoice should be duly supported by the issuing bank and countersigned by the vendor.
- 26.5 All subscription to periodicals should be in the name of Librarian. The vendor should immediately place order on publisher for all journals in a supply order placed by UIRC in one go and should not delay the subscription/ submission of bills or place the subscription order in piecemeal.
- 26.6 The periodicals for which publishers do not accept the subscription for any reason, the amount of subscription in respect of such periodicals should be immediately refunded to the university. In case of delay in refunding the amount to the university, penalty as per the terms and conditions at "Annexure-J" shall be payable by the vendor to the university for delaying the refund of the amount to the university.
- 26.7 Each invoice should be submitted in triplicate clearly specifying contract no, goods description, quantity, unit price, total amount etc.
- 26.8 Supplementary bills may be raised as and when the subscription rate is revised by the publisher and paid by the vendor. All supplementary bills shall be submitted along with publisher price proof.
- 26.9 The vendor will have to make necessary arrangements to provide online access of the periodicals on Internet wherever made available by the publishers on FOAP (Free Online against Print) basis. In case the vendor fails to arrange for online access of the journals subscribed (print + online), the vendor will be held responsible for the same and penalty as per the terms and conditions mentioned at "Annexure-J" will be charged from the firm.

27.0 Technical Support

- 27.1 For online access of the journals, wherever free online is available along with subscription of print, the vendor will have to provide the technical support.
- 27.2 The firm/vendor has to inform the UIRC library, about the availability of free/paid online access to the ordered journals. The vendor would inform about any additional journals that becomes available during the subscription period.
- 27.3 Free/paid online access to journals where ever applicable with the print order has to be IP authenticated. (IP range will be provided at the time of placing the order). In case if the firm or agency fails to provide the online accessibility within 60 days from the date of billing, the firm/agency will be subject to a legal action and a penalty as per the terms and conditions detailed at Annexure-J will be imposed by the institute.
- 27.4 Activation of online journals has to be done by the firm without charging any additional service charges.

27.5 The vendor will provide all the facilities of subscription model/license agreement with the publishers wherever applicable.

28.0 Substitution and Wrong Supplies

Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods shall be returned to the vendor at vendor's cost and risk.

29.0 Insurance, Freight and Deliveries

29.1 The supplier shall make his own arrangements towards safe and complete delivery including insurance, freight, state level permits etc. as applicable at the designated locations for the supply of the print journals, indicated by University in the Purchase Order.

29.2 The vendor will keep University informed about changes, if any, in various stages of deliveries.

30.0 Arbitration and Settlement of Disputes:

30.1 Disputes/outstanding issues, if any should be resolved amicably by the parties to the contract.

30.2 If after thirty (30) days from the commencement of such informal negotiations, University and the supplier are unable to resolve amicably the dispute; either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder:

30.2.1 Any dispute or differences whatsoever arising between the parties out of or relating to the supply of periodicals shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The sole arbitrator shall be appointed by the Vice Chancellor, GGS Indraprastha University and it shall be no objection that arbitrator is employee of the university.

30.2.2 The performance of the contractual obligations under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the vendor is specifically directed by University to desist from working in this behalf.

30.2.3 The venue of arbitration shall be Delhi/ New Delhi. The language of proceedings shall be English. The Law governing the substantive issues between the parties shall be the Laws of India. All disputes are subject to the jurisdiction of the Delhi Courts only.

30.2.4 Fees/charges etc., if any, payable to the arbitrator, shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.

31.0 Force Majeure For purpose of this Clause, Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Supply Order.

If a Force Majeure situation arises, the supplier shall promptly notify the University in writing of such conditions and the cause thereof. Unless otherwise directed by the University in writing, the Supplier shall continue to perform its obligations under the Purchase Order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

SECTION II
INFORMATION REGARDING TECHNICAL ELIGIBILITY
(Annexure A to M)

LETTER OF TRANSMITTAL

From:

To

The Registrar
GGS IPU
Sector 16C, Dwarka,
Delhi

Sub: **Submission of document for the work of “Supply of print foreign & Indian periodicals for UIRC,GGSIPU, Sector 16C, Dwarka, New Delhi”.**

Sir,

Having examined the details given in document for the above work, I/we hereby submit the relevant information:-

1. I/we hereby certify that all the statement made and information supplied in the enclosed annexure / forms accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to provide.
3. I/we submit the requisite solvency certificate and authorize the Registrar, GGSIPU to approach Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize the GGSIPU to approach individuals, employers, firms and corporation to verify our competence and general reputation.

Name & Signature(s) of vendor(s) with seal

DECLARATION BY THE VENDOR

We _____ (Name of the vendor) hereby represent that we have gone through and understood the Bidding Document and our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting a copy of Bidding Document marked “Original” as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of bidding documents as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

SIGNATURE OF VENDOR : _____

NAME OF VENDOR : _____

COMPANY SEAL : _____

Note : This declaration should be signed by the vendor’s representative who is signing the Bid.

COMPLIANCE TO BID REQUIREMENT

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum to the Bidding Documents, if any, for subject work issued by GGSIPU.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognized and shall be treated as null and void.

SIGNATURE OF VENDOR : _____
NAME OF BIDDER : _____
COMPANY SEAL : _____

Performa for Empanelment of Vendors

1. Name & Address of the vendor :
2. Telephone No./Fax No./ e-mail :
3. (a) Address of your local office in Delhi/National Capital Region (With Contact numbers, Fax, e-mail etc.) and number of regular manpower deployed in local office.

(b) In Case, Your local office is not established, how do you propose to provide service i.e. "Hand delivery of the issues of Journals"
4. Legal status of the vendor (attach copies of original document defining the legal status)
 - a) An Individual
 - b) A proprietary firm
 - c) A firm in partnership
 - d) A limited company or Corporation
 - e) A Public Sector Undertaking
5. List of Academic /Research Libraries (along with total number) to whom served as a Subscription agent in Delhi/NCR in last three years (**please enclose the duly signed and stamped list in order of volume of business**):
6. Attach letter of satisfaction of service from the libraries mentioned at point 5 above
7. Amount of Business with single library **with proof** {largest volume. in Lakhs, (approx.) with library name}
8. Mode of supply of journals proposed
9. Particulars of registration with various Government Bodies (Attach attested Photo Copy)

Organization /Place of registration	Registration No
-------------------------------------	-----------------
10. Membership no. for the Federation of Publishers & Book Sellers Association of India (FPBAI) along with proof
11. Membership no. for the Delhi State Book Sellers and Publishers Association (DSBPA) along with proof
12. Membership no. for the Association of India Publishers and Book Sellers along with proof
13. Bankers name, address with telephone No.
14. Details of EMD
15. Enclose latest ITCC/return Copy for 03 years
16. Time taken for delivery after publication

17. A. PAN No. -----
B. GSTIN No. -----
18. Names and Titles of Directors & Officers
with designation to be concerned with this work. :
19. Name & Designation of individuals authorized
to act for the organization :
(Pl attach power of attorney in favour of authorized
representative duly signed by authorized signatory)
20. Has the vendor ever required to suspended work
for a period of more than six months in the last three
years. If so, give the name of the project and reasons
of suspension of work:
21. Has the vendor, or any constituent partner in case of
partnership firm, ever abandoned the awarded work
before its completion in the last three years? If so, give
name of the project and reasons for abandonment: :
22. Has the vendor, or any constituent partner in case of
partnership firm, ever been debarred/ black listed for
empanelment in any organization in the last three
years ? If so, give details:
23. Has the vendor, or any constituent partner in case of
partnership firm, ever been convicted by a court of law
in the last three years? If so, give details:
24. Total experience in supplying journals to Indian libraries
(in Years):
25. Please indicate whether you are agreeing for the following points/enclose relevant document.

Sl No.	Description	Yes/No	Remarks
i	Agree to airlift and deliver them by hand/registered post		
ii	Agree to refund the proportionate cost of the missing issues		
iii	Agree to supply for both Indian and Foreign Publishers		
iv	The vendor has to manage the remittance from their own resources.		
V	Agree to submit remittance proof from the Scheduled bank only.		
Vi	Submit Bank Guarantee from Scheduled Bank for a period of 18 months for 20% of the total amount of the order placed as performance guarantee and 10% /security deposit of the total amount of the order placed.		
vii	Agree with all the Standard Terms and Conditions mentioned in the Annexure J of the document.		

26. Any other information considered necessary but not included above:

(Stamp, Name & Signature of vendor)

DETAILS OF ANNUAL TURNOVER

A. FINANCIAL DETAILS

Financial Years	Gross Annual Turnover (In Lakhs)	Profit/Loss (In Lakhs)
2016-2017		
2015-2016		
2014-2015		

B. Duly certified copies of audited balance sheet and profit & loss account by Chartered Accountant, for above three years is submitted herewith.

(Stamp, Name & Signature of Vendor)

**DETAILS OF SUPPLY OF PRINT INDIAN AND FOREIGN PERIODICALS
IN LAST 03 (THREE) YEARS**

S. No.	POSTAL ADDRESS OF CLIENT WITH CONTACT NUMBERS	STARTING DATE	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE	SIMILAR WORK WITH VALUE*	REASONS FOR DELAY, IF, ANY

*As per clause-14(eligibility criteria for technical bid) under instruction to bidders (Kindly specify one single order/Two similar order/ Three similar orders)

(Stamp, Name & Signature of Vendor)

DECLARATION FOR FAIR BUSINESS BY THE VENDOR

This is to certify that We, M/s_____ in submission of this offer confirm that:-

- i) We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- ii) We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- iii) Our business has not been banned with us by any Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government in the last three years.
- iv) We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- v) The information and documents submitted by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- vi) We understand that in case of any statement/information/document furnished by us or to be furnished by us in connection with this offer is found to be incorrect or false, our EMD/ performance guarantees as the case may be, in full will be fortified and business dealings will be banned.
- vii) We have not been punished / penalized by way of imprisonment/ fines in last three years.
- viii) We have not been blacklisted/debarred by any of the Government/Public Sector Agencies/Universities or any other academic and research libraries during the last three years or is not under blacklisting as on date.

SEAL, SIGNATURE & NAME OF THE VENDOR

Signing this document

CHECK LIST FOR SUBMISSION OF BID

Vendor is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist. Further, all the pages of the bid have been page numbered in sequential manner.

Please tick and ensure compliance:

- 1 EMD
- 2 Bid Forwarding Letter/Letter of Transmittal.
- 3 Power of Attorney in Favour of the person who has signed the bid on stamp paper of Appropriate value.
- 4 Partnership Deed in case of partnership firm and Article of Association in case of limited company.
- 5 Duly certified copies of audited balance sheet and profit and loss account for 03 years.
- 6 Annexure(s) – A to M
- 7 Attested photocopy of Valid, PAN, GST Registration
- 8 Letter of satisfaction of service
- 9 Proof of amount of business with single library
- 10 Attested photocopy of registration with government bodies
- 11 Proof of membership number with
 - Federation of Publishers & Book Sellers Association of India (FPBAI)
 - Membership no. for the Delhi State Book Sellers and Publishers Association (DSBPA)
 - Membership no. for the Association of India Publishers and Book Sellers
- 12 Attested photocopy of latest ITCC/return copy
- 13 List of academic/research libraries to whom served as a subscription agent
- 14 Performa for empanelment of vendor
- 15 Self-attested letter stating that the vendor is operational in India for the last five years
- 16 List of university employee related to vendor, if any

SIGNATURE OF VENDOR : _____

NAME OF VENDOR : _____

COMPANY SEAL : _____

**Form of Performance Guarantee
Bank Guarantee Bond**

1. In consideration of the GGSIPU (hereinafter called “The University”) having offered to accept the terms and conditions of the proposed agreement between ----- and ----- (hereinafter called “the said Contractor(s)”) for the work ----- (hereinafter called “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs.----- (Rupees ----- only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and condition in the said agreement.

We, ----- (indicate the name of the Bank) ----- (hereinafter referred as “the Bank”) hereby undertake to pay to the University an amount not exceeding Rs.----- (Rupees ----- only) on demand by the University.

2. We, ----- (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the University stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.----- (Rupees ----- only).
3. We, the said bank further undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We, ----- (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Project-in-Charge on behalf of the University certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, ----- (indicate the name of the Bank) further agree with the University that the University shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the University or any indulgence by the University to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, ----- (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the University in writing.
8. This guarantee shall be valid upto ----- unless extended on demand by the University. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.----- (Rupees ----- only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ----- day of ----- for ----- (indicate the name of the Bank)

Terms and conditions for supply of journals and periodicals to UIRC, Guru Gobind Singh Indraprastha University, Delhi

1. Subscription:-

- a. The supplier on receipt of a firm purchase order, shall subscribe all the journals (Foreign and Indian), offering an uniform discount, enlisted on the enclosed list on behalf of the GGSIPU within six weeks from the date of the order from their own funds and shall submit reimbursement bills/invoices with the proof of remittance of subscription to the publishers etc.
- b. The subscription must be entered in the name of the University in records of the respective publishers.
- c. If the Supplier fails to subscribe for any title(s) for what so ever be the reason within the stipulated period of six weeks, the order is liable to be cancelled and university will be free to procure such title(s) from other sources at the risk and cost of the supplier.
- d. All correspondence relating to the subscription of the journals shall be addressed to: **University Librarian, University Information Resource Centre (UIRC: Central Library), Guru Gobind Singh Indraprastha University, Sector 16-C, Dwarka, New Delhi-110078.**
- e. The vendor/supplier will not delay in submitting bills after the receipt of order (s) and shall invariably submit them within two month as specified.
- f. The vendor shall have to furnish a duly signed and stamped certificate that the journals supplied to the library are the institutional issues and not students or individual issues. False information/hiding of information/misrepresentation of information in this regard is liable for blacklisting and debarring from the further business in GGSIP University.
- g. If any ordered journal is available under open access, the vendor will inform library and refund the payment to library within 03 months from the date of receipt of payment from GGSIP University. In case, vendor fails to refund the payment to library within 03 months from the date of receipt of payment, the vendor will have to refund the full amount of that particular periodical with 10% interest to GGSIP University in favour of Registrar, GGSIP University.

- h. Any lapses in receiving the copies of print journals or disruption in online access, in case of paid online journals/ Free Online Against Print (FOAP) is liable for refund of payment with penalty.
- i. In the event of the non-supply of journals or some issues of a journal to the library by any reason, the subscription agency undertakes to replace the same at his own cost or to refund the full proportionate cost thereof, as the case may be.

2. Subscription Prices, Conversion Rate and Terms of Payment:-

- a. The firm will make payment from their own source on our behalf for the Journals/periodicals ordered for supply with them. Afterwards they will raise their bills along with the proof of Bank remittances for the amount paid along with the proof of Exchange rates prevailing on the date of remittance of the subscription amounts to the publishers concerned duly certified by their bankers or acknowledgement of the same by the publisher. Such bills will be accepted for payment against production of bank memo for verification of conversion rates charged in the invoices.
- b. The Foreign Journals available in dual currencies should be billed in the currency by which the converted cost is the lowest in Indian rupees.
- c. The university shall check the bills/invoices, relevant documents in support of remittance, bank conversion certificate etc and pass the invoices for payment of subscription and release payment within three weeks of submission of bills with all supporting documents.
- d. The foreign currencies shall be converted to Indian currency at the bank rate of exchange applicable on the date of issue of draft.
- e. The supplier shall submit acknowledgement from the publisher to the university within six weeks of payment.
- f. Apart from the basic price for the journals as fixed by the publisher, the university may reimburse the minimum cost of postage (if there is any option of mailing based on documentary evidence). The university will not pay any other charges to the supplier.
- g. Any institutional discount/reduction/concession rates allowed by the publishers in respect of supply of said journals to the library shall be obtained by the subscription agency and passed on to the GGSIP University library. This shall preferably intimate to GGSIP University at the time of the payment being made. In case, at any stage, it has been found that agency has hidden some facts with regard to concession/ reduction/refund, agency is liable to be prosecuted/ blacklisted.
- h. Price quoted by the publisher will only be accepted by GGSIP University library. In case, the publisher is forced to revise the price due to any changes in price by the publisher, the vendor should bring it to the notice of the librarian, GGSIP University. The librarian will decide such cases on the merit

of each case. If the price revision has been allowed, additional payment will be made only after receiving the copy of the publisher's quoted price.

- i. GGSIP University library shall be at liberty to withhold any of the payments in full or in parts, subject to recovery of taxes or penalties.
- j. Though the advance payments will be made by the vendor, no interest will be payable by GGSIP University on this amount for the period between the payment made by the vendor to publishers and the payment by GGSIP University to the vendor.

3. Delivery of Journals:

- a. The vendor shall supply to the Librarian, GGSIP University, copies of all issues of periodicals ordered to him within a two month of the date of publication of the issues or within two month from the date of receipt of payment from GGSIP University, whichever is earlier.
- b. Similarly, the access of online subscription of e-journals/FOAP should be activated within 08 weeks from the date of receipt of payment from GGSIP University.
- c. However, the vendor may seek additional time by sending a written request with documentary proof to the librarian, GGSIP University, if the delivery is expected to be delayed due to circumstances beyond his/her control.
- d. Periodical coming by surface mail or sea mail shall similarly be hand-delivered.
- e. The vendor shall ensure regular supply of periodicals to the library for which advance payment has been made.
- f. Vendor shall airlift the journals and deliver them preferably through their own delivery man without charging any extra cost to GGSIP university library.
- g. The vendor will ensure timely supply of issues of journals ordered to him by sending regular reminders on his own to the publishers.
- h. In order to avoid loss in transit the library shall prefer to receive all journals by hand-delivery.
- i. The journals are to be supplied by the vendor at GGSIP University library address i.e. **University Librarian, University Information Resource Centre (UIRC: Central Library), Guru Gobind Singh Indraprastha University, Sector 16-C, Dwarka, New Delhi-110078.**

4. Delay in Supplier's Performance

a. Missing issues:

- i. The supplier shall monitor claims for missing issues of journals, if any and arrange to provide replacements within six month period.
- ii. If the missing issues of the journals are not replaced by the publishers, the supplier shall refund the proportionate cost of missing non-supplied issues by 31st May of subsequent year and supply authentic good Xerox copy of the missing

issues. The cost of Xerox will be borne by the supplier.

- iii. In case vendor fails to refund the proportionate cost of missing non-supplied issues by 31st May of subsequent year, the vendor have to refund the proportionate cost of missing issue with 10% of the cost of missing issues as penalty.

b. Supply not Started Print Journals:

- i. The supply of journals must ordinarily be completed within 02 months from the date of publication or within 02 months from the date of receipt of payment to vendor from GGSIP University.
- ii. However, the vendor may seek additional time by sending a written request to the librarian GGSIP University supported by a confirmation from the publisher regarding receipt of payment and that the delay in supply is either due to delay in publication or due to “Act of God or any unusual/unforeseen circumstances beyond the control of the vendor or publisher.
- iii. As soon as practicable, after receipt of vendor written request, the librarian will evaluate the situation and may, at its discretion, extend the supplier’s time for supply of journal, failing which 4 (b)(iv) will be implemented.
- iv. In case, vendor fails to supply any journal to GGSIP university library even after 03 months from date of publication or within 03 months from the date of receipt of payment from GGSIP university, the vendor will have to refund the full subscription amount of that particular journal with 10% interest as penalty charge to GGSIP university.

c. Subscription of Print Journals for which Publisher’s do not accept the Subscription

The periodicals for which publishers do not accept the subscription for any reason, the

amount of subscription in respect of such periodicals should be refunded to the university within 03 months from the date of receipt of payment from GGSIP university. In case of delay in refunding the amount to the university, a sum equivalent to 10% of the subscription amount shall be payable by the vendor to the university as penalty for delaying the refund of the amount to the university, in addition to the full subscription amount of that particular journal.

d. Online Activation of Paid e-journals/ Free Online Against Print Journals (FOAP)

- i. The firm/vendor has to inform the UIRC Library, about the availability of free/paid online access to the ordered journals. A list of such journals has to be attached along-with the technical bid. The vendor would inform about any additional journals that become available during the subscription period.
- ii. Free online facility of journals wherever it is applicable with the print order has to be IP authenticated. IP range will be provided at the time of placing the order.
- iii. In case the firm or agency fails to provide the online accessibility of FOAP within 60 days from the date of billing, the firm/agency will be subject to a legal action and a penalty of 2% of the cost of the subscription per week or part thereof until online activation is implemented, up to a maximum deduction of 10 percent of the subscription amounts of that journal will be imposed.
- iv. In case the firm or agency fails to provide the online accessibility of paid e-journal within 60 days from the date of billing, the firm/agency will be subject to a legal action and a penalty of 10% of the subscription amount shall be payable by the vendor.

- v. Further, if the vendor is not able to provide the online accessibility of paid e-journal within 03 months (90 days) from the date of receipt of payment from GGSIP university, the vendor will have to refund the full subscription amount of that particular paid e-journal with 10% interest as penalty charge to GGSIP university.
- vi. Activation of online journals has to be done by the firm without charging any additional service charges or subscription.
- vii. The vendor will provide all the facilities of subscription model/license agreement with the publishers wherever applicable.

5. Price-Proof:

For all the periodicals, the Supplier shall charge the Publishers' current subscription rates as indicated in the publishers' current catalogues or invoices. Wherever concession rates are available, the Supplier must charge accordingly. The publishers' invoices or their current price lists and relevant proof of remittance should support the bills submitted by the Supplier.

6. Security Deposit:

- a. The EMD will not carry any interest on it. The EMD will be refunded in full after the finalisation of Tender. However, in case of tender accepted for the supply of print journals, the EMD will be refunded only after depositing of the performance guarantees (Security Deposit). The successful firm will be required to deposit Security amount @ 10 % of the total order value in the shape of Fixed Deposit duly drawn in favour of Registrar, GGSIPU, Dwarka ,Sector 16-C, New Delhi-110078 with a validity of 18 months . The deposit shall remain till the supply of ordered journals (including back logs or missing issues, if any) is completed.
- b. The successful firm will also have to submit a performance guarantee (bank guarantee) @ 20% of the total order value from a scheduled bank for the period of 18 months or till the supply is completed.

7. Subletting of Work:

The publisher/distributor/agent shall not assign or sublet the work or any part of it to any other person or party.

8. Right to Call Upon Information Regarding Status of Supply:

- a. At the end of every 03 months, the vendor will submit a status report giving the details of the journals supplied during the months along with action taken on the pending supplies.
- b. GGSIP university has the right to call upon information regarding status of supply at any point of time.

9. General:

- a. The successful firm (s) will have to enter into an agreement on a non-judicial stamp paper of Rs. 100, the cost of which has to be borne by the Firm Agency itself.
- b. The agreement will remain valid for 30 months from the date of execution of the agreement.
- c. The Vice-Chancellor, GGSIPU, Dwarka , Sector 16-C, New Delhi-110078 reserves the right to accept or to cancel/reject any or all item (s) of the tender at any stage without assigning any reason. Decision of the Vice-Chancellor, GGSIPU on any dispute related to this tender shall be final and binding.
- d. The number of foreign journals to be supplied in the year 2019 is ---- (approximately) which may marginally vary from year to year.
- e. In the case of any dispute or misunderstanding arising out of this agreement, the decision of the Vice-Chancellor of the university shall be the final and binding on including debarring / suppliers including fixing of penalty for any violation of this agreement.
- f. All matters and disputes related to journal subscription are subject to legal jurisdiction of Honorable High Court, Delhi.
- g. This agreement is to be read, understand and effected in continuation and consonance with the terms and conditions of the tender document.

10. Breach of Terms and Condition:

- a. GGSIP university may terminate the contract without any notice incase the publisher/distributor/agent commits a breach of any of the terms and conditions of the contract. GGSIP university decision that a breach has occurred will be final and shall be accepted without demur by the publisher/distributor/agent.
- b. The University may, without prejudice to any other remedy for breach of the contract/agreement/supply order, by written notice of default sent to the supplier, terminate the contract/agreement in whole or part if the supplier fails to deliver or arrange to deliver thejournal/ journal issues

within three months from the dates of their publication, or within any extension thereof granted by the University. In such case(s) of termination, the University will not take any responsibility for the costs incurred by the supplier for the supply of the undelivered journals, which are covered under the termination and no payments will be made for recouping such costs.

- c. In the event, the University terminates the contract/agreement /supply order in Whole or in part, the University may procure those undelivered journals through other Supplier(s) upon such terms and in such manner, as it deems appropriate. However, the Supplier shall continue to supply other journals ordered with it, which are not covered under the termination.
- d. If the contract/agreement/supply order is terminated in whole or in part, by the university for failure of the supplier and materials are procured by the university from some other source, the university shall be entitled to recover the extra cost, if any, from the supplier.

11. Force Majeure:

- a. For purpose of this Clause, Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Supply Order.
- b. If a Force Majeure situation arises, the supplier shall promptly notify the University in writing of such conditions and the cause thereof. Unless otherwise directed by the University in writing, the Supplier shall continue to perform its obligations under the Purchase Order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12. Arbitration and Settlement of Dispute:

- a. Disputes/outstanding issues, if any should be resolved amicably by the parties to the contract.
- b. If after thirty (30) days from the commencement of such informal negotiations, University and the supplier are unable to resolve amicably the dispute, either

party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder:

- c. Any dispute or differences whatsoever arising between the parties out of or relating to the supply of periodicals shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The sole arbitrator shall be appointed by the Vice Chancellor, GGS Indraprastha University and it shall be no objection that arbitrator is employee of the university.
- d. The performance of the contractual obligations under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the vendor is specifically directed by University to desist from working in this behalf.
- e. The venue of arbitration shall be Delhi/ New Delhi. The language of proceedings shall be English. The Law governing the substantive issues between the parties shall be the Laws of India. All disputes are subject to the jurisdiction of the Delhi Courts only.
- f. Fees/charges etc., if any, payable to the arbitrator, shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.

Evaluation/Short Listing/Selection Criteria

(A) Basic Criteria for Evaluating Technical Bid

- 1) Eligibility criteria for technical bid prescribed at para 14 (14.1 to 14.7) in respect of experience in similar class of works completed, financial turnover, profitability and valid registrations, etc.
- 2) Details submitted by the vendor/Firm in “Performa for empanelment of Vendors” (Annexure-D).
- 3) The vendors who are having local office in Delhi/New Delhi (NCR Region) will be given the preference over others.
- 4) As the University requires uninterrupted supply of issues, only vendors who have been serving big Academic/Research libraries with order worth Rs.1Crore or more per year will be preferred.
- 5) Vendor having more Gross Annual Turnover (Average of 3 Years will be taken into account) will be preferred over others.
- 6) Vendor having more Amount of business with single library will be preferred over others.
- 7) Satisfactory service provided by the vendor/s in the past and the experience of UIRC, GGSIP University/other Academic and Research library will be taken into account for short listing.
- 8) **The vendor should also be ready to supply journals of Indian publishers. Non acceptance of Indian publishers will disqualify from the selection process.**
- 9) The Vendor taking less time for delivery after publication will be preferred over other vendors.
- 10) The Vendor agreed to airlift and deliver the issues by hand will be preferred over registered post or any method of delivering the issues.

(B) Short Listing/ Selection Criteria

- 1) The vendor/Firm supplying the journals will be shortlisted, on the basis of total marks obtained as per Annexure-L.
- 2) In case of tie between two or more vendors/firms during the process, the firm will be shortlisted on the basis of Point No.1 below and tie again will be on the basis of Point No.2 and tie again on the basis of Point No.3, the shortlisting will be done on the basis of following criteria:
 1. Vendor/firm that has its local office in Delhi/New Delhi/NCR region will be short listed over the other competing vendor or firm.
 2. Vendor/firm that has higher Gross Annual Turnover over the other competing vendor or firm will be short listed.
 3. Vendor/firm that has longer journal subscription experience over the other competing vendor or firm will be short listed.
- 3) Even though any vendor may satisfy the above requirements, he/she would be liable to disqualification if he/she has:-
 - Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
 - Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

The criteria for evaluation of technical bid for the supply of Foreign/Indian periodicals to UIRC, GGSIPU

S. No.	Criteria	Sub-criteria	Maximum Marks allotted	Marks Obtained	Remark/ Evaluation /Assessment of Committee
1	Local office in Delhi/New Delhi/NCR	-----	10		
2	Number of regular manpower deployed in local office (Delhi/New Delhi/NCR region)	0-50	2		
		51-100	3		
		101-150	4		
		More than 150	6		
3	Amount of business with single library/per year	1-2 crore	2		
		2-3 crore	3		
		3-4 crore	4		
		More than 4 crore	6		
4	Mode of supply of journals	Hand Delivery	8		
		By Post/Speed Post	4		
5	Time taken for delivery after publication	1-20 days	5		
		21-40 days	3		
		41-60 days	2		
6	Gross Annual Turn Over	10-20 crore	2		
		21-30 crore	3		
		31-40 crore	4		
		More than 40 crore	7		
7	Vendor total experience in supplying journals to Indian libraries	5-10 years	2		
		11-20 years	3		
		21-30 years	4		
		More than 30 years	6		
8	Vendor having FPBAI membership number	-----	3		
9	Vendor having DSBPA membership number	-----	3		
10	Vendor having AIPBS membership number	-----	3		
11	Subscription agent of libraries in Delhi/ NCR in last three years	1-10 libraries	2		
		11-20 libraries	3		
		21-30 libraries	4		
		More than 30 libraries	5		
12	Service satisfaction letter from libraries in Delhi/NCR in last three years	1-10 libraries	2		
		11-20 libraries	3		
		21-30 libraries	4		
		More than 30 libraries	5		
13	Total Marks	-----	130		

Tentative List of Print Journals to be Subscribed for UIRC, GGSIPU

S. No.	Journal Title
1	AA School Journal
2	Academy of Management Journal
3	Academy of Management Review
4	Accident Claims Journal
5	Adaptation (OUP)
6	Administrative Science Quarterly
7	Advertising Age
8	Afaqs Reporter
9	Air Civil Cases : All India High Court Cases
10	All India Arbitration Law Reporter
11	All India Reporter
12	AMBIO
13	American Economic Journal: Applied Economics
14	American Economic Review
15	Annals of Library & Information Studies
16	Annual survey of Indian Law
17	Architectural Record
18	Architectural Review
19	Architecture +Design
20	Architecture & Urbanism
21	Ariel: A Review of English Literature
22	Art & Deal
23	Art India
24	Asian Journal of communication
25	Asian Journal of Water Environment & Pollution
26	Better Photography
27	Bio Technique
28	Bioinformatics
29	Biospectrum
30	British Journal of Educational Studies
31	Bulletin of Economic Research
32	Business India
33	Business Today
34	Cambridge Journal of Economics
35	Camera Obscura
36	Cancer Research
37	Capital Market
38	Caravan
39	Chartered Secretary
40	Chem Engineering
41	Chemical Engineering Education
42	Chemical Engineering World
43	Chemical Industry Digest

44	Chemical Weekly
45	Chemistry & Industry
46	Chemosphere
47	Cinema Journal
48	Civil Engineering & Construction Review
49	Clinical Cancer Research
50	Collnet Journal of Scientometrics & Information Management
51	Columbia Journalism Review
52	Communication Research Trends
53	Communication Today
54	Company Law Journal
55	Comparative Educational Review
56	Competition Success Review
57	Competition Affairs
58	Computer Journal
59	Construction & Building Materials
60	Consulting Ahead: A comprehensive journal on consulting (Journal of CDC)
61	Contemporary Educational Dialogue
62	Context: Build Living & Natural
63	Corporate Law Adviser
64	Corporate Professional Today
65	Critical Review in Biotechnology
66	Critical Reviews in Microbiology
67	CSIR News
68	Current Central Legislation
69	Current Science
70	Dalal Street: Investment Journal
71	Decision
72	Delhi Law Times
73	DESIDOC Bulletin of Information Technology
74	Detail: Journal of Architecture
75	Dialogue (Punjab university)
76	Discover
77	Domus
78	Down to Earth
79	Economic and Political Weekly
80	Economic and Political Weekly
81	Editor & Publisher
82	Educational Theory
83	Electronic For You
84	ELLE Decor
85	EMBO Journal
86	EMBO Reports
87	Empirica
88	Empirical Economics
89	Energy & Buildings
90	Environment & Behaviour
91	Environment & Urbanization
92	Environment & Urbanization Asia

93	Environment International
94	Environmental Pollution
95	Essays and Studies (Jadavpur University)
96	Euromoney
97	Ex Imp Times
98	Film and Literature Review
99	Film Quarterly
100	Finance India
101	Foreign Trade Review
102	Geophysical Research Letters
103	GIS Development
104	Global Business Review
105	Global Journal of Flexible Systems Management
106	Governance now
107	Grassroots
108	Hardnews
109	Harvard Business Review
110	Harvard Design Magazine
111	Harvard Educational Review
112	Howard Journal of Communication
113	Hydrocarbon Processing
114	IASLIC Bulletin
115	IETE Journal of Education
116	IETE Journal of Research
117	IETE Technical Review
118	Indian Journal of Fertilizer
119	Indian Journal of Marketing
120	Indian Architect & Builder
121	Indian Banker
122	Indian Concrete Journal
123	Indian Economic Journal
124	Indian Educational Review
125	Indian Foreign Affairs Journal
126	Indian Forester
127	Indian Infrastructure
128	Indian Journal of Biotechnology
129	Indian Journal of Experimental Biology
130	Indian Journal of Library & Information Science
131	Indian Journal of Biochemistry and Biophysics
132	Indian Journal of Environment Protection
133	Indian Journal of Gender Studies
134	Indian Journal of Labour Economic
135	Indian Journal of Microbiology
136	Indian Journal of Public Administration
137	Indian Journal of Pure and Applied Mathematics
138	Indian Journal of Pure and Applied Physics
139	Indian Journal of Teacher Education
140	Indian Journal of Training & Development
141	Indian Literature

142	Indian Management
143	Interior Design
144	International Journal of Environmental Science & Technology
145	International Journal of Web Services Research
146	International Forestry Review
147	International Journal of Advertising
148	International Journal of Image & Graphics
149	International Journal of Media & Cultural Politics
150	International Journal of Semantic Web & Informational System
151	International Journal of Sensor Networks
152	International Review of Education
153	Investor
154	Japan Architect
155	Journal of Advertising
156	Journal of Applied Journalism & Media Studies
157	Journal of Human Values
158	Journal of Management Research
159	Journal of Academy Marketing Science
160	Journal of Advertising Research
161	Journal of Applied Behavior Science
162	Journal of Applied Psychology
163	Journal of Biological chemistry
164	Journal of Biosciences
165	Journal of Brand Management
166	Journal of Chemical Education
167	Journal of Chemical Engineering of Japan
168	Journal of Communication Studies
169	Journal of Comparative Literature and Aesthetic
170	Journal of Consumer Research
171	Journal of Development Studies
172	Journal of Development Studies
173	Journal of Discrete Mathematical Science & Cryptography
174	Journal of Economic Literature
175	Journal of Economic Perspective
176	Journal of Educational Planning and Administration
177	Journal of Energy Resource Technology
178	Journal of Entrepreneurship
179	Journal of Environment Engineering
180	Journal of Environmental Sciences
181	Journal of Experimental Botany
182	Journal of Geophysical Research : Bio-geosciences
183	Journal of Hazardous Materials
184	Journal of Heterocyclic Chemistry
185	Journal of Indian Institute of Architect
186	Journal of Information & Optimization Science
187	Journal of Institute of Town Planners
188	Journal of Intellectual Property Rights
189	Journal of Interdisciplinary Mathematics
190	Journal of International Communication

191	Journal of International Marketing
192	Journal of Librarianship & Information Science
193	Journal of London School of Economics
194	Journal of Management
195	Journal of Management Information system
196	Journal of Marketing
197	Journal of Marketing Research
198	Journal of Media Economics
199	Journal of Nano Science and Nano Technology
200	Journal of National Development
201	Journal of Political Economy
202	Journal of Popular Culture (Wiley Blackwell) Journal of Aesthetic and Culture
203	Journal of Private International Law
204	Journal of Public Relations Research
205	Journal of School of Language (JNU)
206	Journal of Social and Economic Development
207	Journal of Teacher Education
208	Journal of the Fantastic in the Arts
209	Journal of the Moving Image (Jadavpur University)
210	Journal of Urban Planning & Development
211	Journal of World Intellectual Property
212	Journalism & Mass Communication Educator
213	Journalism & Mass Communication Quarterly
214	Kerala Law Times
215	Kurukshetra
216	Labour & Industrial Cases
217	Landscape Journal
218	Library Journal
219	Library Technology Report
220	Lighting India
221	Literature Film Quarterly
222	Literature Film Quarterly
223	LittCritt
224	Management Review
225	Management Today
226	Marketing Insights
227	Media Asia
228	Media Watch
229	MIS Quarterly
230	MIT Sloan Management Review
231	Molecular Cellular Biology
232	Molecular Plant Microbe Interactions
233	National Geographic
234	Neural Computation
235	New Scientist
236	Newspaper Research Journal
237	Non Profit & Voluntary Sector
238	Online: Online Searcher

239	Open Magazine
240	Open Source for You
241	Oxford Economic Papers
242	Parmana Journal of Physics
243	Patent and Trade Marks Cases
244	PC Quest
245	Photonirvachak
246	Physics Today
247	Physics World
248	Physiology & Molecular Biology of Plants
249	Plant Cell
250	Plant Physiology
251	PNAS
252	Pollution Research
253	Prajnan
254	Pratiyogita Darpan
255	Proceedings of Chemical science : Journal of Chemical Science
256	Productivity: A quarterly journal of the national productivity council
257	Quarterly Journal of Economics
258	Rang Manch
259	RBI Bulletin
260	Refocus Magazine
261	Resonance
262	Science
263	Science of Total Environment
264	Science Reporter
265	Sebi & Corporate Laws
266	Seminar
267	Smart Photography
268	Social Change
269	Social Enterprise
270	Society Interiors
271	Software World
272	South Asian Ensemble
273	South Asian Journal of Management
274	South Asian Review
275	SRELS Journal of Information Management
276	Studies in Humanities and Social Science (IIAS, Shimla)
277	Studies in Indian Politics
278	Supreme Court Almanac
279	Supreme Court Reporter
280	Taxmann: Tax Law weekly
281	Tehelka
282	The Chemical Engineer
283	The Economist
284	The Literary Criterion
285	Time
286	Times Higher Education Supplement
287	University News

288	University Today
289	Urban Design International
290	Urban India
291	Urban Morphology
292	Urban Studies
293	Vidura
294	Vikalpa
295	Vision
296	War, Literature, and the Arts (Government of the United State of America)
297	Waste & Biomass Valorization
298	Water Research
299	Water Resources Research
300	Yojana