

LIBRARY
CENTRAL RESEARCH INSTITUTE, KASAULI (H.P.) -173204

Phone: (01792) 272562; 273133 eMail:crilibrarykasauli@gmail.com



Empanelment of Vendors for Supply of Books to CRI Library, Kasauli
[Detailed information & Response form -Annexure-A]

&

Empanelment of Subscription Agencies for Subscription of Journals & related products to CRI
Library, Kasauli
[Detailed information & Response form -Annexure-B]

Library, CRI Kasauli invites open offer of interest for “Empanelment of Vendors for the Supply of Books” & “Empanelment of Subscription Agencies for Subscription of Journals & related products” on prescribed format from reputed vendor(s)/supplier(s)/distributor(s)/Subscription agents in India. Interested vendor(s)/supplier(s)/agent(s)/distributor(s) may respond in the prescribed format along with one copy each of the requisite documents to **“The Librarian Grade-1, Central Research Institute (CRI) Kasauli (Dist. Solan), Himachal Pradesh -173204”** by **2.00 pm on 19 December 2016.**

No. :CRI/LIB/2016-17
Issue Date: 25.11.2016
Last Date of Submission: 19 December 2016 by 02:00 PM

Empanelment of Vendors for Supply of Books to Library, CRI Kasauli

Instructions:

1. Interested vendor(s)/supplier(s)/distributor(s) having **ten years** experience in book trade and annual trade turnover of Rs. 2 crore should submit their response in the prescribed format, in sealed envelope superscribing – **Application for Empanelment for the Supply of Books to Library, CRI Kasauli**”.
2. The response should be signed by an authorized signatory of the vendor(s) bearing his/her full name and status, clearly indicated below the signature along with the official seal of the firm. Incomplete and conditional responses will not be considered.
3. At any given point of time, if any of the documents furnished by the vendor(s)/supplier(s) is found to be false, it would be deemed to be a breach of terms of contract making the concerned firm liable for legal action, besides termination of empanelment.
4. Strict discipline must be maintained with respect to your interest for empanelment with Library, CRI Kasauli. No canvassing or repeated communication should be made with the Library, failing which may attract punitive action and will become liable to be de-listed by the Institute.
5. Responses received after the deadline will not be considered.
6. The responses will be scrutinized and shortlisted by a Committee duly constituted by the Competent Authority of the Institute. The shortlisted vendor(s)/supplier(s) will then be informed by email and/or by regular post for further procedure, as required.
7. This empanelment will be valid initially for **one year** and may be extended upto **four years**, but one year at a time depending upon satisfactory performance of the empanelled vendor(s)/supplier(s)/agent(s)/distributor(s), at the sole discretion of the Institute.
8. The short-listed vendor(s)/distributor(s)/Library supplier(s) for empanelment are required to agree to supply as per the Institute’s **“Terms & Conditions for supply of Books”** as stipulated.

Enclosures:

1. Proof of your membership in any of the associations:
 - (i) Good Offices Committee (GOC)
 - (ii) Federation of Publishers’ and Booksellers’ Association of India (FPBAI)
 - (iii) Any other State / National Association(s) of books suppliers.
2. Copies of the authority letters issued by the publishers along with details of your distributorship / dealership / stockiest / exclusive or preferred agent(s).
3. Copy of PAN Card of firm / owner / partners.
4. One copy each of Income Tax returns of last three consecutive years.
5. Details of your firm’s Sales Tax Registration Number (Copy of GST, CST Certificate).
6. Minimum six (06) references of the Libraries of reputed Government Institutes/Organizations, Universities etc. with whom you are already registered.
7. Details of the annual turnover of the firm for the last three consecutive years with documentary evidence.
8. Affidavit on a non-judicial stamp paper of Rs. 50/- of not having black-listed for minimum five (05) years by any of the Institutes or Universities or Government organizations in India.
9. Attach proof for having minimum 10 years experience in book trade

Empanelment for supply of books will be governed by the following “Terms and Conditions”

1. General

- (i) The Director, CRI Kasauli reserves the right to approve or reject any or all the vendors, whose decision will be final in all cases in respect of acceptance/rejection/arbitration.
- (ii) The Director, CRI Kasauli reserves the right to add and/or drop any vendor to/from its empanelled list, and/or to place purchase order(s) with any vendor(s) at any time.
- (iii) Any book suppliers found blacklisted by any government of India/state institutions/universities/autonomous institutions during the last five years would not be eligible for empanelment. An undertaking in respect of this has to be enclosed that the book supplier are not blacklisted by any government institutions in the last five years.
- (iv) The empanelment will be valid initially for one year and may be extended up to four years, but one year at a time depending upon satisfactory performance of the empanelled vendor(s)/supplier(s)/agent(s)/distributor(s), at the sole discretion of the Institute.
- (v) CRI may empanel more than one vendor(s)/supplier(s)/agent(s)/distributor(s) and shall be free to purchase books etc. through any one or more of them. However the act of empanelment shall not deprive the CRI Library of its right to purchase books etc. directly without routing them through the empanelled agencies.

2. Pre-order Inquiry

- (i) The Library will send a “Pre-order Inquiry” by eMail, to any or all the empanelled vendors, for the required list of books to know the following details, in accordance with these approved “Terms & Conditions”:
 - (a.) Availability (In stock/procurable/whatever may be the availability condition)
 - (b.) Shipping time (in weeks), strictly in weeks only.
 - (c.) Unit Price (in Original Currency)
 - (d.) Validity period of price information provided.
- (ii) The empanelled vendor(s) have to respond with the details inquired for, within three (03) working days from the date of receipt of the “Pre-order Inquiry”, by e Mail only.

3. Purchase Orders

- (i) The CRI Library will place purchase orders with any of the empanelled vendor(s), except in special cases, if any, based on recommendation by the LC and approved by the competent authority.
- (ii) The purchase orders will be placed with the empanelled vendor(s) based on the the pre-order inquiry placed by the Library, also keeping in view their past performance and their links with the publishers and distributors, as finalized by Library.
- (iii) Supply of books has to be made strictly against the purchase orders only.
- (iv) Sending an acknowledgment of the receipt of purchase order, which is taken as an acceptance of the purchase order, is mandatory, by eMail only.
- (v) Any clarification/query regarding the purchase order should be sought from the Library within five (05) days of receipt of the order.

4. Time-frame for supply

- (i) The turnaround time committed by the vendor at the time of pre-order inquiry is considered time-frame for meeting the supply in the first place. Otherwise,

- (a) 4 weeks (maximum) for titles available in India
- (b) 8 weeks (Maximum) for foreign titles not available in India
- (ii) If the requested title(s) is "Out of Print" (OOP), "Out of Stock" (OOS) or "Print on Demand" (POD), sufficient valid supporting documentary proof should accompany the communication seeking any extra time for supply.
- (iii) In case of titles that are not supplied, a certificate of non-availability of those titles in the market from the publisher/publisher's distributor/stockiest should be furnished within the due date of supply.
- (iv) In case there is a delay that is foreseen in supply, the concerned empanelled vendor should send a request for extension of time with reasons, at least, five (05) working days before due date of supply.
- (v) If the provided reason for delay is justified with adequate proof e.g., communication from publisher/publisher's distributor or stockiest, the Library may consider extension of time as may deem fit.

5. Supply

- (i) Consignee and Mode of Dispatch: The books should be sent to THE LIBRARY, CENTRAL RESEARCH INSTITUTE, KASAU LI (Dist. Solan)-173204 (H.P.). The charges will be borne by the supplier i.e. the supply should be free of freight charges.
- (ii) Books sent via V.P.P. will not be accepted.
- (iii) Supply must be made either by Postal Services or Courier Service only.
- (iv) Every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in supply, their quantity and price.
- (vi) Transit Insurance will be borne by supplier till the supply reaches the destinations.
- (v) In case of doubt regarding the supply, clarification should be taken from the Librarian, prior to the execution of the order, failing which the decision of the Library shall be binding to supplier.

6. Conditions for cancellations of the released purchase orders

- (i) If the empanelled vendor(s) to whom the order has been placed, fails to supply the entire order or any part of the order thereof, within the stipulated time without sending any written communication to the Library regarding delay or his inability to supply the ordered title(s), then the order will stand cancelled and the Institute reserves the right to drop the vendor from its empanelled list after providing him one opportunity to represent his case.
- (ii) The decision of accepting supply of cancelled titles is at the sole discretion of the Library and the decision of the Competent Authority shall be final in this regard.
- (iii) In case the vendor(s) regrets to supply the titles mentioned in the P.O. due to any reason, then the P.O. will be canceled and a fresh P.O. will be placed with the next available vendor(s). In such case, if there happens to be an increase in price mentioned by the next available vendor(s), the difference in price has to be borne by the vendor(s) with whom the P.O. was placed at the first instance. This difference of amount will be deducted from the available invoice(s) of the said vendor(s).

7. Edition specifications

- (i) Latest editions of books must be supplied, unless mentioned otherwise.
- (ii) By default, paperback editions of books should be supplied, unless mentioned otherwise.

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

8. Discount

- (i) Discount rate for supply of book/ books shall be **minimum 20%**.
- (ii) Short or No Discount: In case of Government publications (GOI & Swami's Publications, etc.) & Short discount titles, the rate of discount may be as applicable. In such cases, the vendor has to explain via email about the discount rate, and provide proof of it being a short discount title. In any case, titles published by major Publication houses shall not be considered as short discount titles.
- (iii) In case a vendor is found to quote as Short Discount, a title which other vendors supply at the agreed rate of discount, CRI, Kasauli reserves the right to delist that vendor.
- (iv) In case a vendor is found to reply selectively to queries placed by the Library, choosing to reply only in case of titles of certain publishers, and/or replying as "Out of Print/ Out of Stock" for other publishers' titles, Director, CRI, Kasauli reserves the right to delist that vendor.
- (v) CDs/DVDs/AV and Digital Materials as may be applicable.
- (vi) In case of very urgent books requirement of the institute and the books not available in the market, in such cases with the prior approval of the Librarian the vendors can supply the books through online procurement. In such cases, the Library shall not claim the discount and may undertake to pay handling charges, if the proof is submitted. Documentary evidence shall be submitted in support of such claim.

9. Invoicing procedure and Conversion Rates

- (i) The Invoice should bear the firm's IT PAN.
- (ii) Pre-receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies).
- (iii) A revenue stamp should be affixed on the original bill and should be signed by authorized signatory.
- (iv) Invoice should be raised in favour of Director, CRI Kasauli.
- (v) One invoice should be raised against one purchase order (P. O.) only. Titles from different P. O.s should not be combined and supplied under one invoice.
- (vi) The prices in the invoice should be indicated in original currencies and Indian Rupees, with currency conversion rate.
- (vii) **TT Selling Rate of State Bank of India (SBI) / Reserve Bank of India (RBI)** as applicable on the **date of the invoice** only should be followed, and should also be clearly indicated on the invoice.
- (viii) Provide latest Publisher's invoice without tampering, as price proof in case of Foreign Publications.

10. Price

- (i) The Price charged in the bills shall be the published price as printed on the book and where the price is not printed, it should be according to the price proof submitted.
- (ii) Increase of price by rubber stamp or pasting tables or by superimposing or paper or changing page or otherwise, shall not be allowed. Any such action will be treated as irregular and price of the title with such irregularities will be disallowed. It may lead to the black listing and cancelation of empanelment

- (iii) Photocopies of publishers/ importers / distributors invoice indicating title, author, ISBN, foreign currency, clearly may be accepted as price proof.

11. Undertaking

Every invoice should certify the following:

- (i) The prices charged in this invoice are the actual, current publisher's prices as billed to us; and are true and correct.
- (ii) The prices charged are as per the publisher's invoice (publishers/importers/distributors) and latest catalogue.
- (iii) The latest editions have been supplied, and they are not remaindered titles.
- (iv) The books supplied against this order have been checked against defects in collation, binding, and condition of accompanying material viz., CDs etc., and for other physical conditions. If any defects are detected later, the defective books/CDs shall be replaced free of cost, at the destination of supply.
- (iv) **Defective Items & Reverse Pickup:** Reverse pick-up of the defective items is the responsibility of the vendor(s) and the charges are to be borne by the vendors(s) only. Reverse pick-up of the defective items must be arranged for, within 30 days of receiving intimation from Library.

12. Mandatory enclosures with Invoice

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

12. Termination of empanelment

The Institute shall be at liberty to terminate the empanelment of an empanelled vendor(s)/supplier(s) without any prior notice and drop the said firm from its panel in case of occurrence of any of the following events:

- (i) In case of breach of any terms of agreement, or unsatisfactory / inefficient working on the part of the vendor.
- (ii) If the vendor fails to deliver at least 75% of the supply (in terms of number of titles ordered) during a year.
- (iii) If at any time, found that the information provided by the empanelled vendor in any form about publications, services and related matters are incorrect and result in losses in any form to the Institute. The Institute shall also reserve the right to claim the amount of loss incurred by the Institute, based on the available invoices submitted by that empanelled vendor(s)/supplier(s).

- 13.** The Institute reserves the right to change or modify or amend or substitute any clause(s) in the "Terms and Conditions", if required, at any time.

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

RESPONSE FORM FOR EMPANELMENT OF VENDORS FOR SUPPLY OF BOOKS TO LIBRARY, CRI KASAU LI
***PLEASE READ THE "TERMS AND CONDITIONS" CAREFULLY BEFORE FILLING THE FORM**
(Strike off whichever is not applicable)

1. Name of the Firm:

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

3. Kind of Proprietorship: _____

i. Name and address of Directors / Managing Directors / Proprietor:

ii. If partnership, name and address of partners:

Checklist of Enclosures

1	Proof of your membership in any of the associations:	
	(i) Good Offices Committee (GOC)	
	(ii) Federation of Publishers' and Booksellers' Association of India (FPBAI)	
	(iii) Any other State / National Association(s) of books suppliers.	
2	Copies of the authority letters issued by the publishers along with details of your distributorship / dealership / stockiest / exclusive or preferred agent(s).	
3	Copy of PAN Card of firm / owner / partners.	
4	One copies each of Income Tax returns of last three consecutive years.	
5	Details of your firm's Sales Tax Registration Number (Copy of GST, CST Certificate).	
6	Minimum six (06) references of the Libraries of reputed Government Institutes/Organizations, Universities etc. with whom you are already registered.	
7	Details of the annual turnover of the firm for the last three consecutive years with documentary evidence.	
8	Affidavit on a non-judicial stamp paper of Rs. 50/- of not having black-listed for minimum three (05) years by any of the Institutes or Universities or Government organizations in India.	
9	Attach proof for having minimum 10 years experience in book trade	

DECLARATION

1. I/We _____,
(Names of proprietor(s)/partners or shareholders) hereby declare that the information provided in this application form are true to the best of our knowledge and that we shall be bound by the acts of duly constituted attorney.
2. I/We also hereby declare that all matters related to Central Research Institute Kasauli shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority of CRI Kasauli
3. Mr. _____, whose signatures are appearing below, is/are the authorized representative(s) of the firm.
4. I/We also undertake the responsibility to communicate all subsequent changes in the constitution or working of firm, affecting the accuracy of the facts, stated above.
5. I/We assure that if empanelled, the firm will serve the Library, CRI Kasauli for a minimum period of one year.
6. I/We have read and understood all the **“Terms and Conditions”** of Library, CRI Kasauli, as mentioned in this document and consciously agree to abide by them.

Signature of Partners / Proprietors :

Place :

Signature of authorized representative of the firm with stamp :

Date :

Empanelment of Subscription Agencies for Subscription of Journals, & Journal related products

Instructions:

1. Interested vendor(s)/supplier(s)/distributor(s) having **ten** years experience in Journal/periodicals trade and annual trade turnover of Rs. 2 crore should submit their **response in the prescribed format, in sealed envelope** superscribing – **Application for Empanelment for subscription of Journals to Library, CRI Kasauli**”.
2. The response should be signed by an authorized signatory of the vendor(s) bearing his/her full name and status, clearly indicated below the signature along with the official seal of the firm.
3. Incomplete and conditional application(s), and applications received after deadline, will not be considered.
4. At any given point of time, if any of the documents furnished by the vendor(s)/supplier(s) is found to be false, it would be deemed to be a breach of terms of contract, besides termination of empanelment and forfeiture of security deposit.
5. Strict discipline must be maintained with respect to your interest for empanelment with Library, CRI Kasauli. No canvassing or repeated communication should be made with the Library, failing which may attract punitive action and will become liable to be de-listed by the Institute.
6. The responses will be scrutinized and shortlisted by a Committee duly constituted by the Competent Authority of the Institute. The shortlisted vendor(s)/supplier(s) will then be informed by email and/or by regular post for further procedure, as required.
7. The short-listed vendor(s)/distributor(s)/supplier(s), are required to agree to supply as per the Institute’s “Terms & Conditions for Supply Journals etc. ” as stipulated.
8. This empanelment will be valid initially for **one year** and may be extended upto **four years**, but one year at a time depending upon satisfactory performance of the empanelled vendor(s)/supplier(s)/agent(s)/distributor(s), at the sole discretion of the Institute.

Enclosures:

1. Proof of your membership in any of the associations for publisher(s)/subscription of journals:
(i) Good Offices Committee (GOC) (ii) Federation of Publishers’ and Booksellers’ Association of India (FPBAI) (iii) Any other State/National/International Association(s) for subscription & supply of journals, databases and journal related products.
2. Copy of certificate of being exclusive or a preferred agent of any publisher(s)/scholarly society(ies)/organization(s)?
3. Minimum six (06) references of the Libraries of reputed Government Institutes/Organizations, Universities etc. with whom you are already registered.
4. Please attach a certificate of successful execution of single order during last year (worth more than 10 lakh rupees) with respect to the Institutes where executed (Also attach copy of orders).
5. Copy of PAN Card of firm / owner / partners.
6. One copies each of Income Tax returns of last three consecutive years.
7. Details of your firm’s Sales Tax Registration Number (Copy of GST, CST Certificate).
8. Details of the annual turnover of the firm for the last three years with documentary evidence.
9. Affidavit on a non-judicial stamp paper of Rs. 50/- of not having black-listed for minimum five (05) years by any of the Institutes or Universities or Government organizations in India.
10. Proof of having minimum ten years experience in Journal/periodicals trade

The empanelment of Subscription Agencies for subscription of Journals - "Terms and Conditions"

1. General

- (i) The Director, CRI Kasauli reserves the right to approve or reject any or all the agent(s), whose decision will be final and binding in all cases with respect to acceptance/rejection/arbitration.
- (ii) Library, CRI Kasauli, reserves the right to add and/or drop any agent(s) to/from its empanelled list, and/or to place order(s) with any agent(s) at any time and CRI may empanel more than one subscription agency and shall be free to subscribe journals etc. through any one or more of them. However the act of empanelment shall not deprive the CRI Library of its right to subscribe direct from publisher.

2. Proposals/Subscription Details

- (i) Proposals will be called from the empanelled agent(s), whenever, requirement arises, for which the Library may place inquiry with the empanelled agent(s) for subscription details and discount offered of required journals/periodicals/databases/other resources.
- (ii) The empanelled subscription agency should respond within **a week** of receipt of the enquiry eMail.
- (iii) Pricing details of all resources should be informed in their original currency.
- (iv) If the price of any particular resource is not available at the time of sending Proforma invoice, the subscription amount may be paid as per the existing year's price and subsequent upon receiving the confirmed price for the subscribed year from the publisher, the agency may send a revised or a supplementary invoice.
- (v) However, no supplementary invoice will be accepted for difference in exchange rates for currency conversion.
- (vi) Discounts/concessional rates offered by the publisher/subscription agent must be included in the proposal(s).
- (vii) Any special offers provided by the publisher(s), such as, free online facility of journals wherever it is applicable with the print journal have to be IP authenticated on the Institute's IP number.
- (viii) Mode of supply of resources/journals viz., electronic access, airmail, etc. should be specified in the proposal/proforma invoice and also confirm if the supply will be direct from the publisher(s) or through the agency.
- (ix) Postage/freight/handling/service charges if any should be indicated in the proposal/proforma invoice only and should be indicated separately. They will not be paid if not mentioned in the proposal/proforma invoice.
- (x) Levying of any additional postage/freight/handling/service charges after order confirmation will not be accepted.
- (xi) The empanelled agencies are required to submit the authorization letter(s) /letter indicating exclusive/sole/preferred/authorized subscription agent/dealer from the publisher(s).
- (xii) Quoting unrealistic rates with respect to the available and applicable catalogue/market prices, at the time of calling proposals will be treated as disqualification and will lead to cancellation of empanelment.
- (xiii) Advance payment will NOT be made for subscription/Renewal of any resource. However, in special cases suitable justification and supporting documents may be submitted to the Library for consideration. **In case of advance payment the firm will be required to deposit the security amount at 100% of the total value against the amount**

of the P.O. in the shape of Bank Guarantee or Fixed Deposit which will be released only after completion of supply of the issues of Foreign and Indian journals of the year or successful adjustment of advance paid. No interest will be paid by CRI on security money. CVC guidelines vide OM No. 02-07-01-CTE-30 dated December 31, 2007 may be heeded for acceptance of Bank Guarantee.

- (xiv) The firm/agency should give undertaking that the firm have necessary permission to deal with foreign and Indian periodicals subscription.
- (xv) The firm will have to enter into an agreement with the Director, CRI Kasauli on a non-judicial stamp paper of Rs. 100/- , the cost of which has to be borne by the supplier

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

- (i) Distribution of orders to the empanelled agencies is purely based at the discretion of Library, CRI Kasauli.
- (ii) Subscription/Renewal Orders shall be placed by the Library CRI Kasauli against the submitted proposal/Performa invoice/invoice for the required journals/periodical titles/resources, on accepting all the agreed Terms and Conditions, as approved.
- (iii) The empanelled agencies are required to seek confirmation of order(s) from the Library against the Performa invoice/proposal submitted by them, before making remittance to the publisher.
- (iv) Sending an acknowledgment of the receipt and acceptance of Subscription/Renewal Order is mandatory, by eMail only, within two (02) working days.
- (v) Any clarification/query regarding the Subscription/Renewal Order should be sought from the Library within two (02) working days of receipt of the order.
- (vii) Time-frame for remittance to publisher: 30 days from the date of the "Confirmed Order". The empanelled agencies have to remit the entire subscription/renewal amount to the publisher on behalf of the Institute within the said time-frame from the Institute and submit the remittance proof along with the invoice.
- (viii) In case there is a delay that is foreseen in supply/activation of resources, the concerned empanelled agent(s) should send a request for extension with reasons, at least five (05) working days before the date of supply/activation.
- (ix) If the provided reason for delay is justified with adequate and valid supporting documentary proof e.g., communication from publisher/publisher(s), the library may consider extending the supply/activation time, as may deem fit.
- (x) If no information or communication regarding online activation/supply and/or payment remittance to publisher is received from the empanelled agent(s) within the said time-frame, the subscription/renewal order shall automatically stand cancelled.
- (xi) Separate permission for revoking the cancelled order(s) should be sought through eMail from the library with sufficient documentary evidence.
- (xii) Acknowledgement of receipt of payment must be sent within one week to the Library.
- (xiii) **Mode of Supply:** The Print journals etc. should be sent to THE LIBRARY, CENTRAL RESEARCH INSTITUE, KASALI Dist. Solan)-173204 (H.P.)

4. Services to be provided during subscription period

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

- (iii) Firm has to provide subscriber No. allotted by the publisher against the journals subscribed.
- (iv) The subscription agency has to send periodical reminders automatically to the publishers concerned for any non-receipt of issues and send copies of reminders to us for our verification of records.

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

- (i) In case of print resources, the empanelled agencies shall claim missing issues from the publisher(s) on their own, if the supply is arranged through their agency. The Library shall, as usual, claim issues from the empanelled agent(s) where supplies are arranged directly from publisher(s).
- (ii) It is necessary to send timely claims for missing issues by registered post/fax/eMail, etc., and to inform the library with publishers' replies regularly.
- (iii) The empanelled agencies will have to refund the amount for the journals/CDROM issues that are not received/not supplied.
- (iv) The empanelled agencies will be completely responsible for the refund of subscription amount for non-supplied journal issues. The refund time may be extended if any confirmation is received from the publisher regarding delay in publishing/supply.

6. Invoicing Procedure

- (i) The prices in the invoice should be indicative of original currencies.
- (ii) The Invoice should bear the firm's IT PAN and Bank details.
- (iii) The date of invoice should be that of bank transfer for remittance of the payment to the publisher.
- (iv) Pre-receipted invoice(s)/bill(s) are to be submitted in triplicate (3 copies).
- (v) A revenue stamp should be affixed on the original bill and should be signed by an authorized signatory.
- (vi) Invoice should be raised in favour of Director, CRI Kasauli
- (vii) One invoice should be raised against one publisher/resource as per the order only. Journal titles from different publishers should not be combined and supplied against one invoice.
- (viii) The invoice should contain all relevant details viz., our order no. & date, title of the resource and/or journal(s), volume/issue no., subscription period covered and ISSN number.
- (ix) Supplementary invoice(s) can be raised only if publisher(s) increases the subscription price at a later date.

7. Undertaking

- Every invoice should certify the following.
- (i) The prices charged in this invoice are publisher's actual and current prices as billed to us; and are true and correct.
 - (ii) The discount offered and service charges, if any, should be specified in a separate column.
 - (iii) The prices charged are as per the publisher's invoice and their latest catalogue.

8. Currency Conversion and Mandatory enclosures with Invoice

- (i) Conversion of foreign currencies to Indian Rupees shall be at the actual **TT Selling Rate of State Bank of India (SBI) / Reserve Bank of India (RBI)**, prevalent at the time of

payment made by you to the publisher(s), duly supported by Banker's certificate. This will be treated as Currency Conversion Proof (CCP).

- (ii) Every price proof, and latest currency conversion proof with date, should contain authorized signature and stamp/seal of the empanelled agency.
- (iii) An authorization letter from the publisher for being sole agent/preferred agent/authorized agent, whichever is applicable, has to be submitted.
- (iv) A copy of publisher's invoice/eMail communication of price confirmation, as a price proof should be attached.
- (v) Proof of remittance of payment from the agency's bank may be submitted.

9. Settlement of Accounts

- (i) The empanelled agency shall guarantee quick, regular and complete supply of the journals subscribed through them.
- (ii) In case of non-receipts, the agent(s) shall send either the replacements or refunds for unsupplied journal volumes/ issues, by way of cheque, before the end of next financial year, except, for cases where publication of a journal is behind schedule and that the fact, duly supported with documents from the publishers, has been notified to the library.
- (iii) For example, the agent(s) shall settle 2017 subscription accounts by the middle of 2018. If certain publications remain unsupplied even after the middle of 2018, a list of such titles and their delayed publication and dispatch schedule, duly supported from the publishers, should be submitted by October 2018, else, the 2017 accounts must be finally settled by December 2018.
- (iv) It is emphasized that adherence to these dates is mandatory.

10. Delisting from the Panel

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

- (i.) If the agency fails to activate/supply ordered resources within the agreed time;
- (ii) In case of breach of any terms of agreement, or unsatisfactory/inefficient working on the part of the agent(s);
- (iii) If at any time, found that the information provided by the agent(s) in any form about publications, services and related matters are incorrect and result in losses in any form to the Institute;The Institute shall also reserve the right to claim the amount of loss incurred by the Institute, based on the available invoices submitted by that empanelled vendor(s)/supplier(s).
- (iv) In such case(s), the Institute will be at liberty to cancel the empanelment without giving any prior notice to the agent(s).

11. The Institute reserves the right to change or modify or amend or substitute any clause(s) in the terms and conditions, if required, at any time.

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

RESPONSE FORM FOR EMPANELMENT OF SUBSCRIPTION AGENCIES FOR SUBSCRIPTION OF JOURNALS***PLEASE READ THE "TERMS AND CONDITIONS" CAREFULLY BEFORE FILLING THE FORM***(Strike off whichever is not applicable)*

1. Name of the Firm: _____

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

3. Kind of Proprietorship: _____

i. Name and address of Directors / Managing Directors / Proprietor:

_____ii. If partnership, name and address of partners:

_____**Checklist of Enclosures**

1	Proof of your membership in any of the associations for publisher(s)/subscription of journals:	
	(i) Good Offices Committee (GOC)	
	(ii) Federation of Publishers' and Booksellers' Association of India (FPBAI)	
	(iii) Any other State/National/International Association(s) for subscription & supply of journals, databases and journal related products.	
2	Copy of certificate of being exclusive or a preferred agent of any publisher(s)/scholarly society(ies)/organization(s)?	
3	Copy of PAN Card of firm / owner / partners.	
4	One copies each of Income Tax returns of last three consecutive years.	
5	Details of your firm's Sales Tax Registration Number (Copy of GST, CST Certificate).	
6	Minimum six (06) references of the Libraries of reputed Government Institutes/Organizations, Universities etc. with whom you are already registered.	
7	Please attach a certificate of successful execution of single order during last year (worth more than 10 lakh rupees) with respect to the Institutes where executed (Also attach copy of orders).	
8	Details of the annual turnover of the firm for the last three consecutive years with documentary evidence.	
9	Affidavit on a non-judicial stamp paper of Rs. 50/- of not having black-listed for minimum five (05) years by any of the Institutes or Universities or Government organizations in India.	
10	Proof of having minimum 10 years experience in Journal/periodicals trade	

DECLARATION

1. I/We _____,
(Names of proprietor(s)/partners or shareholders) hereby declare that the information provided in this application form are true to the best of our knowledge and that we shall be bound by the acts of duly constituted attorney.
2. I/We also hereby declare that all matters related to CRI Kasauli shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority of CRI Kasauli.
3. Mr. _____, whose signatures are appearing below, is/are the authorized representative(s) of the firm.
4. I/We also undertake the responsibility to communicate all subsequent changes in the constitution or working of firm, affecting the accuracy of the facts, stated above.
5. I/We assure that if empanelled, the firm will serve the Library, CRI Kasauli for a minimum period of one year.
6. I/We agree to make the payment to the publisher by electronic transfer at the cost of agent(s) immediately after confirming the order through eMail.
7. I/We have read and understood all the “**Terms and Conditions**” of Library, CRI Kasauli, as mentioned in this document and consciously agree to abide by them.
8. I/we agree to furnish a Refundable Security Deposit/**Bank Guarantee of an amount equivalent to the total cost of the Purchase Order** as performance guarantee deposit.

Signature of Partners / Proprietors :

Place :

Signature of authorized representative of the firm with stamp :

Date :