

ICAR-INDIAN INSTITUTE OF WATER MANAGEMENT

CHANDRASEKHARPUR, BHUBANESWAR-751023.



TENDER PAPER

FOR

PROCUREMENT OF INTERNATIONAL JOURNALS FOR THE YEAR-2016

<i>Annexure-I</i>	:	<i>Tender Call Notice</i>	
<i>Annexure-II</i>	:	<i>Technical Bid</i>	
<i>Annexure-III</i>	:	<i>Eligibility Criteria</i>	
<i>Annexure-IV</i>	:	<i>Terms and Conditions</i>	
<i>Annexure-V</i>	:	<i>Financial Bid</i>	
<i>Annexure-VI</i>	:	<i>Agreement Format</i>	:

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भाकृअनुप-भारतीय जल प्रबंधन संस्थान
(पुराना नाम भाकृअनुप-जल प्रबंधन निदेशालय)
ICAR-INDIAN INSTITUTE OF WATER MANAGEMENT
(Formerly ICAR-Directorate of Water Management)
(भारतीय कृषि अनुसंधान परिषद /Indian Council of Agricultural Research)
रेल विहार के सामने, चन्द्रशेखरपुर, भुवनेश्वर -751023, ओड़ीशा
Opp. Rail Vihar, Chandrasekharpur, Bhubaneswar-751023. Odisha



Advertisement No. **ICAR-IIWM/04/16**

TENDER CALL NOTICE

Sealed two bid tenders (Technical & financial bid) are invited by the Director, ICAR-Indian Institute of Water Management, Bhubaneswar from reputed/Registered firm(s) for purchase of international Journal for the year 2016.

Technical Bid as per the requirement given in the **Annexure-II** will have to be submitted in separate envelope superscribing as the envelope as “**Technical Bid**”. Similarly in **Annexure-V** may be filled up, which is called “**Financial Bid**” to be submitted in separate sealed cover superscribing as “**Financial bid**”. The envelope for Technical & financial Bid should be kept in a large envelope which should reach at this office within the due date mentioned in the tender paper.

Tender paper may be had from the office on every working day during office hours i.e. 09.30 A.M. to 01.00 P.M. & 02.00 P.M. to 05.00 P.M. at a cost of ₹1000.00(Non-refundable) and ₹1050.00(Non-refundable) by post in shape of Demand draft drawn on any Nationalized Bank in favour of ICAR-UNIT-IIWM, Bhubaneswar from 24.08.2016 to 15.09.2016. The details of tender document are also available at the ICAR-IIWM Website: www.iiwm.res.in. The bidders may download the tender form and submit the same with the prescribed tender fee of ₹1000.00. Last date for receipt of tender is upto 05.00 P.M. of 15.09.2016. The technical bid will be opened on 16.09.2016 at 11.30 A.M. in the committee room of ICAR-IIWM, Bhubaneswar in the presence of tenderers or their authorized representatives. The financial bid of the firm those who qualify in technical bid will be opened later under intimation to technically qualified bidders. The tender to remain open for acceptance upto 90 days from the date of opening.

Administrative Officer (I/c)

SCHEDULE OF TENDER

Technical Bids

1	Name & address of the Firm/Agency	
2	Regn No. of the firm	
3	I.T Clearance certificate	
4	Service Tax Registration No.	
5	PAN No. as applicable	
6	Details of EMD deposited(D.D. No., date with Bank drawn on) with this tender	
7	Name of the Authorised signatory of the firm/agency or his representative to be visiting ICAR-IIWM, office Bhubaneswar regarding the contract	
8	Name & full address of the Firm's banker	
9	Bank Account No. with IFS Code No.	
10	Telephone No. of firm (Both Land and Mobile)	
11	E-Mail address of firm if any	

N.B: Documents/vouchers are to be enclosed with the tender failing which the tender is liable to be rejected.

Authorized Signatory with seal

Date:

Place:

Eligibility Criteria

1. The firm should have financial status in dealing with the supply of the foreign Periodicals. Turn over of the firm should be atleast 5-10 orders worth Rs.50.00 Lakhs or more in the last 5 years per annum. The documentary proof of this effect in the form of balance sheet for each year for last three year has to be enclosed alongwith the offer of the tender, failing which the offer will be straight way rejected.
2. The firm/agency should be having PAN (Permanent Account Number) allotted by the Income tax Department, documentary proof of the same has to be enclosed.
3. The Firm/agency should be a regular Member of the “Good Offices Committee” of the Federation of Publishers & Books Sellers Association of India and proof has to be enclosed alongwith the offer for empanelment.
4. The Firm/agency should have infrastructure for providing the online accessibility and submit documentary evidence to this effect for providing online accessibility to the libraries.
5. Earnest money deposited 5% of the total quoted value in the form of Demand Draft any nationalized bank favouring the ICAR-UNIT-IIWM payable at Bhubaneswar may be attached alongwith the quotation.
6. Financial Bid has to be appended alongwith the offer (In a Separate envelope).
7. The Firm/Agency is supposed to enclose the Documentary Evidence of minimum 3 work orders of at least ₹10.00 lakhs each to be annexed regarding supply of foreign periodicals to recognized Institution/Universities.
8. Certificate from Reserve Bank of India to remit payment to foreign publishers has to be enclosed.
9. Terms and conditions for supply of foreign journals in ICAR-IIWM Library duly signed has to be enclosed.
10. A member of GOC (Good Offices Committee) since last 5 years certificate must be submitted as proof.
11. The company should be serving prestigious customers like Universities, IIT's, IIM's as well as ICAR and its other Institutions should be attached as proof.
12. The supplier must have permission from RBI to open foreign currency bank account specially for journals, subscriptions may be attached as proof.

Administrative Officer (I/c)

Terms and Conditions

A: SUBSCRIPTION:

1. Selected Agent/Vendor upon receipt of confirmed order shall process Institutional Subscription and make advance payment to respective publisher on behalf of ICAR-IIWM, Library for the journals as per order. The Agent shall submit their invoices within 30 days from the date of order alongwith Price proof of publisher, copy of the draft remittance and subscription Name, Number and Date, from the publisher.
2. For all the periodicals the supplier shall charge the publishers current subscription rates as indicated in the publisher current catalogues or invoices. Wherever concessional/package rates are available the supplier must charge accordingly.
3. Rates quoted should include all taxes.
4. The foreign journals available in dual currency should be billed in the currency by which the converted cost is the lowest in Indian rupees.
5. **Subscription Period:** All journals are to be supplied for the calendar year 2016 or a complete volume as specified in the order. Supply of the periodicals should commence from the issue no.1 of the volume starting during the year unless specified otherwise.
6. **Conversion Rate:** The current bank exchange rate (Institute selling rate) on the date of remittance shall be used for conversion of foreign currency supported by a certificate issued by a scheduled bank and countersigned by the supplier.
7. **Subscription ID's:** The supplier shall submit subscriber numbered ID of the journals issued by the publisher.
8. The Agent/Vendor will provide all the facilities of subscription model license agreement with the publishers where ever applicable.
9. A copy of the RBI permission letter alongwith dealing with the foreign periodical subscription.
10. The successful Agent/Vendor will be required to deposit the security amount at the rate of 5% of the total order value in the shape of Demand Draft drawn in favour of ICAR-UNIT-IIWM payable at Bhubaneswar.
11. The contract for supply of international journals will be for one year i.e. 2016.

B: PAYMENT:

1. Upon submission of Agent invoices alongwith Remittance Proofs, subscription Name, number and date, publisher's price proof, Bank conversion, Certificate, ICAR-IIWM shall release payment against the invoice amount upon receipt of journals in good condition. The bill to be raised by the supplier at the conversion rate prevailing on the date when the journals are finally selected by the librarians for purposes.
2. No interest will be payable on amount paid by the subscription agent/vendor on account of delay in payment by the institute.

C: ONLINE ACTIVATION:

1. The Agent/Vendor has to inform the ICAR-IIWM Library about the availability of **free online access** to the ordered foreign journals at the time of submission of tender.
2. The online journals which are available free alongwith print subscription should be provided by the Agent/Vendor without charging any additional service charges.
3. The Agent/Vendor should active to online subscription on behalf of the ICAR-IIWM library and provide **IP Access within one month of subscription**. In case if the firm/agency fails to provide the online accessibility within 45 days of subscription from the date of billing the firm/agency will be subject to a legal action and penalty of 3% of the cost of subscription of that journals per week will be imposed.

D: DELIVERY OF JOURNALS:

1. The Agency/Vendor shall supply the journals to ICAR-IIWM Library by hand or by post.
2. The Agency/Vendor shall procure all the journals subscribed by the ICAR-IIWM Library from the respective publishers by air freight arrangement at no additional cost and supply the same to the library.
3. The Agency/Vendor will ensure safe delivery of journals to the ICAR-IIWM Library alongwith a challan/delivery proof in duplicate. One copy of the same will be returned by library as a proof of receipt.
4. The supplier should follow up for those issues of journals which are delayed and not received from the publishers within 6 weeks from the expected date of publication with due intimation to the library.

E: TECHNICAL SUPPORT:

1. The Agency/Vendor shall develop links to subscribed online journals (Free against print) on the existing ICAR-IIWM Library webpage on ICAR-IIWM website to enable and ensure that online periodicals can be accessed through the same. Submit at least two samples of such portals.
2. Agent/Vendor shall have a well established team of technical staff to provide online activation of online journals and ensure technical support to crease out any problem faced in accessing online journals within two working days of any complaint.
3. Agent/Vendor shall provide web based claim management support so that the order/delivery/claim status can be viewed by this Institution as and when required. Company should be in a position to give the live demo of such a facility at the time of bid opening.

F: MISSING ISSUES, DELAY IN SUPPLY:

1. The Agent/Vendor shall monitor claims for missing issues of journals, if any and arrange to provide the same within reasonable period.

2. The Vendor/Agent shall have to accept full responsibility for the refund in full in cases where any issue of a journal is not supplied to the library. In case of incomplete supplies, subscription cost of missing issues must be refunded.
3. The Agent/Vendor shall refund to ICAR-IIWM Library full amount of subscription of journals which are not supplied within six months from receipt of payment.

G: GENERAL:

1. The EMD will not carry any interest on it. The EMD shall be refunded in full after the finalization of tender.
2. The successful vendor/agent will have to enter into an agreement with the Director, ICAR-IIWM, Bhubaneswar or any other officer authorized on his behalf on a non-judicial stamp paper of ₹100.00 only, the cost of which has to be born by the Agent/Vendor himself.
3. The Director, ICAR-IIWM, Bhubaneswar reserves the right to accept or reject any or all items of the tender at any stage without assigning any reason. Decision of the Director, ICAR-IIWM on any dispute related to this tender shall be final and binding.
4. In the case of any disputes or misunderstanding arising out of this agreement, the decision of the Director, ICAR-IIWM, Bhubaneswar shall be the final and binding to the supplier including fixing of penalty for any violation of this agreement.
5. Percentage of discount if any may be mentioned clearly.
6. Conditional quotation will be rejected.
7. In case of dispute, the matter will be referred to the Arbitration.
8. It is certified that all the information furnished by me is true and correct. In case it is found false, I have no objection of being our bid rejected or cancelled by ICAR-Indian Institute of Water Management.
9. In order to bring about a uniformity of GOC recommended conversion rates, library discount and standardization in the terms of supply.
10. The prices have been correctly charged in accordance with the Publishers/Importers/Distributors Invoices and publishers catalogues.

I agree to abide by the terms and conditions mentioned above.

Date

Place

Signature and seal of Agent/Vendor

SCHEDULE OF TENDER**Financial Bids**

Sl. No.	Journal Title	Subscription for the year 2016	Rate	Total	Free online Access (Yes/No)
1	ASCE Journal of Irrigation & Drainage Engineering				
2	ASCE Water Resources Planning & Management				
3	Groundwater				
4	Irrigation & Drainage				
5	Nature				
<i>Total :</i>					
<i>Discount :</i>					
<i>Taxes if any :</i>					
<i>Grand total :</i>					

Signature of the Agency/Firm

AGREEMENT FORMAT

The agreement made on _____ day _____ of _____ 2016 between the DIRECTOR, ICAR-Indian Institute of Water Management, Bhubaneswar (herein after called the Director) on behalf of Indian Council of Agricultural Research, New Delhi of the one part hereinafter called 1st party and M/S _____ hereafter called the 2nd party.

Whereas the Director accepted the price of the supplier of foreign journals mentioned in this agreement to be supplied to the ICAR-IIWM for a period of one year with effect from _____ to _____ and whereas the supplier has agreed to supply to the Director such foreign journals.

Now it is hereby agreed and declared by and between the parties hereto as follows:

1. The supplier shall supply to the Director, ICAR-IIWM, Bhubaneswar copies of all issues of journals details of which are given in the above letter within reasonable time its publication thereof by the respective publishers at the rates shown in the rate column respectively against each journals.
2. Payment to the supplier will be released after supply is made.
3. ₹ _____ has been accepted by the Director, ICAR-IIWM, Bhubaneswar towards the cost of _____ nos. of international journals for the year 2016 which has been quoted by the supplier M/S _____ in their tender.
4. In the event of any of the copies of the said journals being lost in transit or in the event of the supplier failing to supply any such copies after their publications for any reason whatsoever, the supplier shall replace all such copies as may have been lost in transit or as the case may be supply to ICAR-IIWM without any extra charge on receipt of intimation in this behalf.
5. If the supplier fails to deliver any issue of any journal within _____ 2016 they will refund the proportionate subscription amount for the undelivered issue to the Director, ICAR-IIWM, Bhubaneswar or give a supply status report and wherever publisher delay is there, the time has to be extended by ICAR-IIWM for delivering of the issues.
6. In the event of any question dispute of differences arising under or out in connection with these presents of touching of concerning the construction meaning, operation effect thereof any matter contained therein or as to the rights, duties or liabilities of the parties hereto respectively, however, in connection with these presents except as to matters the decision of which is herein before specially provided for the same shall be referred to the sole arbitration of any person appointed by the Director, ICAR-IIWM, Bhubaneswar at the time of such appointment that the person appointed is Government servant, that he had to deal with the matter into which these presents relate and

views on all or any of the matter in dispute or difference. The award of the arbitrator so appointed shall be final and binding on the parties to these presents. It is a term of these presents that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or unable to act for any reason. Such administrative head as aforesaid at the time of such transfer vacation of the office on inability to act, shall appoint another person to act as arbitrator in accordance with the terms of these presents. Such person will be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of these presents that no person other than a person appointed by the Director, ICAR-IIWM as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. Subject as aforesaid the Indian Arbitration Act, 1940 shall apply to the Arbitration proceedings under this clause.

The venue of the arbitration proceedings will be such place as the sole arbitrator may decide. IN WITNESS WHEREOF the parties hereto have set their hands the day and the year first above written.

7. The ICAR-IIWM reserves the right to terminate this agreement on one month notice in writing to suppliers without assigning any reason whatsoever.
8. The firm should have financial status in dealing with the supply of the foreign Periodicals. Turn over of the firm should be atleast 5-10 orders worth Rs.50.00 Lakhs or more in the last 5 years per annum. The documentary proof of this effect in the form of balance sheet for each year for last three year has to be enclosed alongwith the offer of the tender, failing which the offer will be straight way rejected.
9. A member of GOC (Good Offices Committee) since last 5 years certificate must be submitted as proof.
10. The company should be serving prestigious customers like Universities, IIT's, IIM's as well as ICAR and its other Institutions should be attached as proof.
11. The supplier must have permission from RBI to open foreign currency bank account specially for journals, subscriptions may be attached as proof.

Signed by the above named
Supplier in the presence of

Witness:

1.

2.

Signed by the (Name & Designation) of the
Officer subscribing the journal on behalf of
Director, ICAR-IIWM, Bhubaneswar

Signature of the Officer subscribing the Journal