



**DIRECTORATE OF COLDWATER FISHERIES RESEARCH**  
(Indian Council of Agricultural Research)  
**Bhimtal-263 136 District Nainital Uttarakhand**



F.No. 8-5(4)/118/2017-18/ 2235-87

Fax: 05942-247693

Dated: 25.09.2017

Dear Sir,

ICAR- Directorate of Coldwater Fisheries Research, Bhimtal intends to subscribe 8 foreign journals (online only) (list enclosed) for the year 2017 (January-December) on the enclosed terms and conditions in the prescribed format. You are requested to send your competitive tender for the rates to subscribe the foreign journals latest by **25.10.2017 at 17.00 hours** by speed post or by hand. The tenders will be opened on **26.10.2017**. An EMD of Rs. 30,000/- (Rupees Thirty thousand only) in shape of DD in favour of DCFR (ICAR) UNIT at SBI, Bhimtal (Code No. 7348) has to be enclosed along with technical bid. Tenders received after the expiry date will not be entertained. The envelope (containing technical and financial bids separately) should be superscribed as "**Subscription of Foreign Journal for the Year 2017**". The envelope containing tender/quotation should be wax sealed and be addressed to **the Director, ICAR- Directorate of Coldwater Fisheries Research Bhimtal-263 136, Nainital, Uttarakhand**. For non-compliance of the terms and conditions, the tender would be rejected.

Surs sincerely  
*[Signature]*  
25/09/17

**Encl:** 1. Terms and conditions for the subscription of the foreign online journals for DCFR library.  
2. List of foreign online journals to be subscribed.

**Copy to:** 1. OIC, ARIS (AKMU) cell with a request to upload on the website of DCFR.  
2. Administrative Officer, DCFR for publishing tender in national news papers (TOI and The Hindu).  
3. Incharge (Stores) with a request for uploading the tender on CPP portal.

*Note: First technical bid will be opened. Financial bid will be opened only for those firms who are found technically qualified.*

## **Terms & conditions for the subscription (Online only) of the Foreign Journals in the ICAR-DCFR Library**

1. Tenders in any other form except on the tender form issued by Institute should not be entertained.
2. The tenders must be submitted in sealed cover containing two sealed envelopes; first envelope should contain TECHNICAL BID and the second envelope with FINANCIAL BID. The sealed cover must be superscripted with 'Subscription of Foreign Journal for the Year-2017' addressed to the Director, ICAR-Directorate of Coldwater Fisheries Research, Bhimtal-263136, Nainital, Uttarakhand. Tenders received after due date will not be entertained.
3. The intending firm/vendor has to deposit Bid Security (EMD) of Rs. 30,000/- (Rupees thirty thousand only) in the shape of Demand Draft/Pay order/FDR from commercial bank in favour of "ICAR Unit DCFR, Bhimtal" payable at SBI Bhimtal branch (07348) with the technical bid. The Bid Security (EMD) will not carry any interest on it. The EMD will be refunded in full on receipt after the finalization of tender. The refund of EMD not claimed within three years from the last date of receipt of tender will stand forfeited. However, in case of tender accepted for the supply of journals, the EMD will be refunded only after depositing of the Security Deposit.
4. The selected firm/agency upon receipt of confirmed order shall process Institutional subscription for the journals ordered with them. The firm will pay the advance amount of subscription to the respective publishers for the journals ordered.
5. The successful firm will be required to deposit the security amount at the 100% of the total order value in the shape of Bank Guarantee or fixed deposit which will be released only after completion of subscription period of the online journals. No interest will be paid by DCFR on Security money. The advance payment will be made by DCFR to the firm only after receiving the bank guarantee. CVC guidelines vide OM no.02-07-01-CTE-30 dated Dec. 31, 2007 should be heeded for acceptance of Bank Guarantee.
6. Firm has to provide Subscriber Number allotted by the publisher against Journals subscribed.
7. The journals available in dual currencies should be billed in the currency by which the converted cost is the lowest in Indian rupees.
8. The firm/agency has to specify clearly the flat discount rate to be given for the supply of journals keeping in view the total order value. Such discount will be subject to deduction from the bill amount itself.
9. Activation of online journals has to be done by the firm without charging any additional charges or subscription.
10. The firm/vendor will provide all the facilities of subscription model/license agreement with the publishers where ever applicable.
11. The subscription agency has to send periodical reminders automatically to the publishers concerned for any non-receipt of issues and send copies of reminder to us for our verification and records. Agency/firm should provide web based claim management support so that order/delivery/claim status can be checked by DCFR, Bhimtal as and when required. The company should submit documentary evidence (In the form of website print outs) of such facility and also give website address where this service can be checked.
12. The firm should have last five years' experience in supply of foreign and Indian journals to ICAR Institute's/SAU, Central universities/other UGC recognized universities. The firm /agency should make an undertaking that it will be in a position to supply the journals as per the list attached.
13. The firm/vendor will refund the proportionate cost/value/amount along with 10% penalty for the not supplied/subscribed journals/issue in lieu thereof in the form of refund by means of a Demand Draft favouring "ICAR Unit DCFR, Bhimtal" payable at SBI

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13. The firm/vendor will refund the proportionate cost/value/amount along with 10% penalty for the not supplied/subscribed journals/issue in lieu thereof in the form of refund by means of a Demand Draft favouring "ICAR Unit DCFR, Bhimtal" payable at SBI Bhimtal branch (07348). The firm will refund to DCFR full amount of subscription of journals along with the penalty which are not supplied/subscribed within six months from receipt of payment. No penalty will be charged, if the suppliers provide valid and satisfactory reasons for non-supply of the journals with documentary evidence received from the publishers. The documents relating to non-supply of journals should be submitted well in advance to avoid penalty.
14. The agency/vendor should activate online subscription on behalf of DCFR library and provide IP Access within one month of subscription. In case of the firm/agency fails to provide the online accessibility within 30 day of subscription from the date of billing the firm /agency will be subjected to a legal action and penalty of 2% of the cost of subscription of that journal per week will be imposed.
15. No interest would be payable on amount paid by the subscription agent to the publisher on account of delay in payment by the institute.
16. The firm/agency should give undertaking that the firm have necessary permission to deal with foreign and Indian periodicals subscription and make necessary payment in foreign and Indian currency. Further it should fulfill all statutory requirements.
17. The successful firm will have to enter into an agreement with ICAR-DCFR on a non-judicial stamp paper of Rs.100/- (Rs. One hundred only) for the mutually agreeable terms and conditions, which should be valid, till the adjustment is finally settled. The cost of stamp paper has to be borne by the Tenderer himself.
18. The matter of non-accessibility of journals will be viewed seriously and DCFR has right to discontinue the contract at any time without giving any reason in case services of the agents are not satisfactory and to claim refund from the agency handling on our behalf.
19. The Director, ICAR-DCFR on behalf of ICAR reserves the right to accept or to reject any or all items(s) of the tender at any stage without assigning any reason. The decision of the Director, ICAR-DCFR in this regard and any dispute matter will be final and legally binding.
20. The number of journals to be subscribed for the calendar year Jan. to December, 2017 which may be increased or decreased at any stage of the contract by ICAR-DCFR. All journals are to be supplied for the calendar year January to December, supply of the periodicals should commence from the issue no. 1 of the volume starting during the year unless specified otherwise.
21. The rates of the journals /titles must be submitted only by charging on current bank exchange rate (TT selling rate). Correct price proof from the publishers should be furnished. Rates quoted should include taxes if any.
22. Initially the contract for supply of journals will be one calendar year i.e. January to December of a year and can be extended for further one year with the approval of Director, ICAR-DCFR.
23. Force majeure: Any failure of omission or commission to carry out the provisions of the contract by the supplier shall not give rise to any claim by either of the party to contract, if such failure of omission or commission arise from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane or any pestilence or from civil strikes, compliance with any statute and /or regulation of the government, lockouts and strikes, riots, embargo or from any political or other reasons beyond the supplier's own control including war (whether declared or not) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within

two weeks from the date of occurrence of such an event which could be attributed to Force majeure conditions.

24. Price Fall Clause: The offer of the rates by the publishers/suppliers will be subject to the price fall clause i.e. if any item is offered by the tenderer on lower rates to some other organization, he shall forthwith notify such reduction or sale immediately to the Director, ICAR-DCFR and such reduction will automatically be applicable to the ICAR-DCFR.
25. No gratification clause: The bidders will give an undertaking that they will not try to gratify any person or use any other unfair means involved in the purchase of the quoted journals. This will also debar the company for participating in other tenders floated or to be floated by the purchaser and suitable action will be initiated against such defaulters.
26. Validity of bids: For the calendar year and additional six months totaling 18 months e.g. from 01 January 2017 to 30 June 2018.
27. The bidders will not form a part of the cartel and put in supporting quotations for some other companies. This will debar the company for participating in other tenders floated or to be floated by the purchaser. The institute can compare the prices of other bidders L2, L3 etc. also the prices quoted in other tenders for same products and in case of discrepancy suitable action will be initiated.
28. Non-black listing- bidders will provide an undertaking on non-judicial stamp paper that neither they nor their principal publishers/suppliers have been blacklisted by any State/ Central Government departments/other organizations.
29. Discount percentage shall be indicated both in figures as well in words.
30. In case of any dispute arising out of their contract, decision of the Director, ICAR-DCFR, will be final and binding to both parties.
31. The Institute will not bear any supplementary claims without any valid and acceptable reasons.
32. The contract is not transferable to any other agent in respect of journals not dealt by the firm without prior consent of the Director, DCFR.
33. In case the rates quoted by more than one firm are same, then the firm which has more annual turnover will be given priority.

#### **Selection Criteria of Bidders for TECHNICAL BID for the supply of Foreign Journals**

1. The firm should have financial status in dealing with the supply of the periodicals. Turnover of the firm during the preceding 3 years should be minimum 5 times of the supply order. 2The documentary proof of this effect in the form of balance sheet for each year for the last three years has to be enclosed along with the offer of the tender, failing which the offer will be rejected. *(To be enclosed with the technical bid).*
2. The firm should be having PAN (Permanent Account No.) / TAN/GST allotted by the Income tax Department, documentary proof of the same has to be enclosed along with the technical bid.
3. The Firm/Agency should be a regular member of the "GOODS OFFICES COMMITTEE" of the Federation of Publishers and Book Sellers Association of India and a proof has to be enclosed (with the technical bid) with the offer.
4. The firm shall provide web based claim management support so that the order /delivery/claim status can be checked by this institution as and when required. Company should submit documentary evidence (in the form of website printouts) of such a facility and also give website address where this service can be checked.

5. The intending firm/vendor has to deposit Bid Security (EMD) of Rs. 30,000/- (Rupees thirty thousand only) in the shape of Demand Draft/Pay order/FDR from commercial bank in favour of "ICAR Unit DCFR, Bhimtal" payable at SBI Bhimtal branch (07348) with the technical bid.
6. The firm /agency is supposed to enclose the documentary evidence of minimum Two (2 nos.) work orders of at least the same value of the present supply order each for the subscription of foreign journals to be annexed regarding supply of periodicals to ICAR Institute's/SAU Central universities/ other UGC recognized universities and IITs, (to be enclosed with the technical bid). Experience should be for supply of foreign and Indian Journals.
7. The firm / agency should give undertaking that the firm have necessary permission to deal with foreign and Indian periodicals subscription and make necessary payment in currency. Further it should fulfill all statutory requirements as per the enclosed checklist with the technical bid).
8. Terms and conditions for supply of journals in ICAR-DCFR library duly signed has to be enclosed with the technical bid).
9. The financial bid in another sealed envelope (superscripted as "FINANCIAL, BID") must only contain the rates offered along with proforma invoices in triplicate duly pre-receipted with revenue stamp. 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.
10. Rates should be quoted in the following format (to be enclosed in financial bid).

Sl. No.	Title of Journal (ISSN No.)	Subscripti on period	Freque ncy	Curre ncy	Price (INR)	Any other charge, if any	Conversion rate/Bank TT selling rate	Amount (INR)
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
Total								
% flat discount if any @								
Total (after deducting discount, if any)								

Signature of the Quoter or Tenderer

<b>S.No.</b>	<b>List of journals</b>	<b>ISSN No.</b>	<b>Year</b>
1.	Journal of Aquatic Animal Health	1548-8667	2017
2.	Journal of Molecular Evolution	0022-2844	2017
3.	Mitochondrial DNA	1940-1744	2017
4.	Canadian Journal of Fisheries and Aquatic Sciences	1205-7533	2017
5.	Nature: The International Weekly Journal of Science	1476-4687	2017
6.	Proceedings of the National Academy of Sciences (India) Section B: Biological Science	0369-8211	2017
7.	Zootaxa	1175-5326	2017
8.	Acta tropica	0001-706X	2017