

**PUBLICATIONS DIVISION
MINISTRY OF INFORMATION & BROADCASTING
SOOCHNA BHAWAN,CGO COMPLEX,LODHI ROAD
NEW DELHI 110003**

**“INVITATION OF APPLICATION”
FOR
EMPANELMENT OF E-RESOURCE AGGREGATOR
FOR
PUBLICATIONS DIVISION**

Publications Division

13th August,2019

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DETAILED TERMS AND CONDITIONS FOR EMPANELMENT OF E-RESOURCE
AGGREGATOR(ERA) FOR PUBLICATIONS DIVISION

1. TEXT OF ADVERTISEMENT

**Publications Division
Ministry of Information & Broadcasting
Soochna Bhawan, C.G.O Complex, Lodhi Road,
New Delhi-110003**

INVITATION OF APPLICATION(IOA) FOR EMPANELMENT OF E-RESOURCE AGGREGATOR

DPD, New Delhi has invited applications from eligible organizations for empanelment of e-resource aggregator for Publications Division.

The Invitation of Applications (IOA) Document containing the details of qualification criteria, submission requirement, brief objective & scope of work and evaluation criteria etc. can be downloaded from the website publicationsdivision.nic.in.

Further details, if any, may be obtained from Business Manager I/c(Mr. Maruf Alam) , Publications Division, Room No. 54, Business Wing, Soochna Bhawan, New Delhi-110003 during working hours.

Last date for submission of IOA has been extended to **18th October,2019** upto 15:00 hrs. Sealed envelope marked to the captioned address, containing IOA and non-refundable processing fee of Rs.2000.00 by way of DD/Pay Order in favour of “DDO, Publications Division”, payable at New Delhi may be submitted mentioning “IOA for Empanelment of e-resource aggregator(ERA)” on the top cover:

Sh. Somvir Singh, Deputy Director (Business),

Ministry of Information and Broadcasting,

Room No. 763, Publications Division, CGO Complex,

Soochna Bhawan, New Delhi-110003

Note:

- (i) Publications Division or any of its designates reserves the right to cancel this request for IOA and/or invite afresh with or without amendments, without liability or any obligation for such request for IOA and without assigning any reason. Information provided at this stage is indicative and Publications Division reserves the right to amend/add further details in the IOA.
- (ii) Those who have already applied in response to the earlier advertisement dated 13th August,2019 need not to apply again.

2. LETTER OF INVITATION

**Publications Division
Ministry of Information & Broadcasting
Soochna Bhawan, C.G.O Complex, Lodi Road, New Delhi-110003**

No.8-1/2018-BI(SP)

Dated: 13th August,2019

Dear Sir/Madam,

Publications Division (Ministry of Information & Broadcasting) invites applications from interested organizations for Empanelment of e-resource aggregator for Publications Division.

The Invitation of Applications(IOA) Document containing the details of qualification criteria, submission requirement, brief objective & scope of work and method of evaluation etc. is enclosed.

The IOA Document is also available on the Publications Division website: publicationsdivision.nic.in

You may submit your responses in sealed envelopes in prescribed format to the undersigned latest by

Sh. Somvir Singh, Deputy Director (Business),

Ministry of Information and Broadcasting,

Room No. 763, Employment News, CGO Complex,

Soochna Bhawan, New Delhi-110003

Queries if any may be referred in writing to the Business Manager I/c(Mr. Maruf Alam) , Room No. 54,, Business Wing, Soochna Bhawan, New Delhi-110003, the above mentioned address or Telephone No. 011-24367260 or at E-mail: *businesswng@gmail.com*.

S. No.	Critical Dates	Date	Time
1.	Publishing Date	14/08/2019	16:00 hrs
2.	Bid Submission End Date	18/10/2019	15:00 hrs
3.	Bid Opening Date	18/10/2019	16:00 hrs

Yours faithfully,

Deputy Director (Somvir Singh)
For & on behalf of President of India

Encl.: IOA Document.

3. Background:

3.1 Introduction:

Publications Division (PD) is a repository of books and journals highlighting subjects of national importance and India's rich cultural heritage. The mandate of the organization is to preserve national heritage and disseminate the same through the production and sale of quality reading material at affordable prices. Publications Division publishes non-fiction books and journals on diverse aspects of Indian panorama, ranging from art and culture, land and people, flora and fauna, biographies of the Builders of Modern India, Gandhian Literature, Cultural Leaders of India, India's History, Freedom movement, children's literature among many other subjects. It publishes books in Hindi, English and other regional languages. It also publishes books containing compilation of Speeches of President, Vice-President and Prime Minister.

3.2 Books on Gandhian literature hold the place of pride for Publications Division with several books on Gandhian thought including the Collected Works of Mahatma Gandhi(CWMG) in 100 volumes, published in English and Sampooran Gandhi Vangmaya in Hindi. Publications Division in association with Rashtrapati Bhavan, Supreme Court of India and Election Commission of India has published a series of high quality books on various aspects of Indian President's official residence and its functioning, Courts of India and Election History etc.

3.3 Presently, PD has around 2400 live titles and these are knowledge imparting publications which need to reach the nook and corner of the country.

3.4 Publications Division is also publishing magazines and journals on various aspects of Indian life. Yojana, with its 13 language editions, is the flagship magazine on development-related issues. Kurukshetra, in English and Hindi, is devoted to rural development. Aajkal, in Hindi and Urdu, is a prestigious literary magazine. Bal Bharati is a popular children's magazine in Hindi. Employment News, in English, Hindi and Urdu, is a weekly dedicated to providing valuable and authentic information on jobs in central government, including the public sector.

3.5 Digitization is a new initiative of Publications Division. Under the scheme of "Media Infrastructure Development Programme" over 2000 titles were digitized and at present the Digital Archives has a repository of over 1600 titles. PD expanded its presence on digital publishing by increasing the total number of titles. Around 400 e-books are available on various e-commerce websites like Amazon and Google Play books. PD also made live its e-books on its own website for online sale.

4. Aims & Objectives:

Publications Division, New Delhi invites applications from eligible candidates for empanelment as e-resource aggregator to sell online e-books/e-journals. The e-resource aggregator so empanelled is expected to perform the following functions:-

- (i) Host and distribute the Publications online.
- (ii) Provide access to Publications to both individual as well as institutional users.
- (iii) Provide usage and revenue reports to PD.
- (iv) Manage access rights to Publications to the authorized users, based on any rules, requirements, security or privileges mutually agreeable by the PD and e-resource aggregator.

- (v) Undertake the responsibility for marketing and sales of e-pub/e-version of the Publications through its platform under a revenue share model.
- (vi) Keep the Database updated with the latest information available from PD.
- (vii) Share with PD information relating to revenue from sale of Publications on a regular basis by providing monthly reports and through publisher relation desk.
- (viii) Support and provide assistance to the Users/Subscribers of the publications consuming from e-resource aggregator portal.
- (ix) Sell the e-books only within India. For selling in the International market, the prior permission from PD needs to be taken. In that case the Digital Listed Price(DLP) of e-books will be changed but there will be no change in the Revenue sharing model i.e 70:30(PD: E-Resource Aggregator).

5. IOA Processing Fees

A non-refundable processing fee for Rs. 2,000/- (Two Thousand Rupees only) in the form of a Demand draft or a Pay Order drawn in favour of **“DDO, Publications Division,” Payable at New Delhi** has to be submitted along with the IOA response. Bids received without or with inadequate IOA processing fees shall be liable to get rejected.

6. Validity of Offer

The offer for IOA as per this document shall be valid for a period of twelve(12) months initially which may be extended further if required by Publications Division, Ministry of Information & Broadcasting.

7. Terms of Reference

The detailed terms of reference are :

1. The term of the agreement shall be for one year from the effective date of agreement and will be automatically renewed for successive term of 1 year, unless cancelled by either party by giving a written notice of 30 days.
2. In case of insolvency, bankruptcy or liquidation of any Party, the other Party may terminate this agreement by giving at least 30(thirty) days prior written notice to the other Party.
3. PD has right to withdraw specific titles as per discretion, but customers who have already bought the titles prior to the withdrawal date will continue to have access rights.

8. Qualification Criteria

The detailed terms of reference may be seen at Appendix B.

Following will be the minimum pre-qualification criteria. Each eligible consultant should possess all the following pre-qualification criteria. Responses not meeting the minimum pre-qualification criteria will be rejected and will not be evaluated.

S.No	Pre-Qualification Criteria	Supporting Compliance Document
1.	The applicant shall be a firm/ company/ partnership/proprietorship firm registered under the Indian Companies Act 1956/ the Partnership Act, 1932 and who have their registered offices in India and must have an office in National Capital Region of Delhi.	Copy of Certificate of Incorporation and Partnership deed, if any
2.	The firm should be in the business of providing similar services for at least 01 year as on 31.03.2019	Certificate by Company Secretary of the Bidder's organization.
3.	The Bidder should have an annual turnover of Rupees 10 lakh in 2018-19 from only sale of books/e-books/e-journals in India. However, for the states of North East and Jammu & Kashmir, the minimum turnover requirement will be Rs.1 Lakh.	(i) CA certified document with name of CA registration number, signature & stamp. (ii) Copy of Work Order/ Contract relating to: <ul style="list-style-type: none"> • Sale of books/e-books • Marketing of books
4.	The firm should not be blacklisted by any Central Govt./ State Govt./ PSU/ Govt. Bodies	Certificate signed by the authorized signatory.
5.	PAN No. / GST Certificate	Copy of Certificate to be enclosed.
6.	URL of the firm

9. Evaluation Criteria and Method of Evaluation:

- a. Screening of IOAs shall be carried out as per eligibility conditions mentioned in this document and based on verification of testimonials submitted.

- b. IOA will be evaluated for short listing inter alia based on their past experience of sale of e-Books & e-Journals, details of human resource power, financial strength of firm and presentation / proposal to the selection committee whose decision will be final and binding.
- c. Agencies who qualify as per the eligibility conditions will be provided a brief about the portal/website. The agencies may be required to make a presentation, if required, to a selection committee show-casing their proposals.

10. Last date of submission of IOA:

The last date of submission of IOA is (1500 hrs.).

Bid Opening Date & Time is (1600 hrs.)

**Publications Division
Ministry of Information & Broadcasting
Government of India**

APPLICATION FORM FOR E-RESOURCE AGGREGATOR/E-BOOK DISTRIBUTOR

1. Name of the Applicant(in full)
(With full postal address)
2. Name of the Company/Firm/or
Business With complete address
,if different from given in Col.I
3. Details of Business/Occupation
- i) Whether the business is proprietary/
partnership/Limited Company
- ii) Give details along with Names and
Addresses of the partners
- iii) If the Business is a limited company
- a) The Act under which it was incorporate
- b) Registered Address
- c) Full details of business along with Address
of the Branches, if any
4. Details of experience if any, in selling
Books and Journals along with type of
Language of publications sold
5. Are you interested in selling
Publications Divisions electronic
- I. Books
- Or
- II. Journals and
- Or
- III. Books & Journals both
6. URL of the firm

Dated:

Signature

Name and Stamp

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NB: Please read the detailed terms & conditions before applying. An agreement to be signed with PD.

APPENDIX B

DETAILED TERMS & CONDITIONS FOR EMPANELMENT OF E-RESOURCE AGGREGATOR(ERA)

1. OBJECTIVE:

Publications Division(PD) is an attached office under the Ministry of Information & Broadcasting, Government of India and having its office at Soohna Bhawan ,Lodhi Road, New Delhi-110003. The objective is to define a working relationship between the PD and ERA for online hosting services, licensing and sale of Publications.

2. GRANT OF RIGHTS:

1. PD will grant a non-exclusive license for E-publishing , hosting, aggregation and distribution of the Publications listed in the PD Price List. Roles and responsibilities of e-Resource Aggregator and DPD will be set as per an agreement.
2. PD owns the copyright for the Publications, with E-publishing rights assigned to e-Resource Aggregator under the agreement. PD 's copyright notification shall be distinctly displayed in every Publications item displayed online to the users. In addition, PD hereby licenses e-Resource Aggregator to use its name, logo and associated trademarks of the Publications, limited for the purpose of marketing and distributing the Publications, during the Term.

3. SERVICES TO BE PROVIDED BY E-RESOURCE AGGREGATOR:

Following are the services that will be provided by e-Resource Aggregator to PD

1. E-Resource Aggregator will host and distribute the Publications online.
2. E-Resource Aggregator will provide access to Publications to both individual as well as institutional users.
3. E-Resource Aggregator will provide usage and revenue reports to PD.

4. RESPONSIBILITIES OF E-RESOURCE AGGREGATOR:

1. E-Resource Aggregator shall manage access rights to Publications to the authorized users, based on any rules, requirements ,security or privileges mutually agreeable by the PD and E-Resource Aggregator.
2. E-Resource Aggregator will undertake the responsibility for marketing and sales of e-pub/e-version of the Publications through its platform under a revenue share model.
3. E-Resource Aggregator will, to the extent possible, keep the Database updated with the latest information available from PD.
4. E-Resource Aggregator will share with PD information relating to Revenue from sale of Publications on a regular basis by providing monthly reports and through publisher relation desk.
5. E-Resource Aggregator's business model for Publications' delivery to individuals/institutional user shall be by way of download of Publications through e-Resource Aggregator.

6. E-Resource Aggregator will support and provide assistance to the Users/ Subscribers of the publication consuming from E-Resource Aggregator portal.
7. E-Resource Aggregator can sell the e- books only within India. For selling in the institutional market, the prior permission from PD needs to be taken. In that case the Digital Listed Price/Price of e-books will be changed but there will be no change in the Revenue sharing model i.e 7:3.

5. ACCESS THROUGH THE ERA PLATFORM:

ERA will aggregate and market Publisher's content through its platform. ERA shall own all information regarding the customers.

6. FEES, PRICING AND REVENUE SHARING:

1. PD shall establish a suggested retail price(exclusive of GST applicable) for each e-book(the "Digital List Price").
2. PD shall be free to change the Digital List Price(s) of any E-book at any time and will confirm the updated Digital List Price(s) for any E-book via its metadata. In no event shall the actual retail price be more than the Digital List Price(s) for any E-Book.
3. E-Resource Aggregator shall pay to PD 70% of digital list price on all copies sold.|
4. E-Resource Aggregator shall as principal, sell the E-Book copies to the customers and shall assume all risk of non-payment by the customers, and shall pay the amount for every copy of the E-book sold by the E-Resource Aggregator without any deduction or withholdings. E-Resource Aggregator shall be deemed to have sold 5 (five) E-Books each time that a copy thereof is made available to a customer by E-Resource Aggregator for one electronic delivery of publishing to the customer.
5. All sums payable by E-Resource Aggregator to PD shall be paid through WIRE Transfer/Online Transfer.
6. E-Resource Aggregator has to give a Bank Guarantee of Rs.2,00,000(Two Lakhs only) to PD before signing the agreement.

7. ACCOUNTING:

- 7.1 Within thirty(30) days of the end of each calendar month during the Term, starting with the first month that the e-books are available for sale on the platforms , ERA will send to PD a monthly statement in respect of that previous calendar month in a digital format accompanied by payment in full of the amount due and owing to PD for the relevant month.
- 7.2 PD shall have the right to audit and examine the Era books, records,platforms by furnishing at least seven (07) days prior written notice to ERA.
- 7.3 In addition to the other rights and remedies available to PD in respect of unpaid moneys due to it , any late payment will attract interest at the rate of 12% p.a. from the date payment is due until the date of actual payment. Nothing in this sub-clause shall be applicable unless ERA withholds the aforementioned payment due to PD without any reasonable cause for a period of more than forty(40) days to be calculated from the date the payment becomes due and payable to PD.

8. TERM AND TERMINATION:

- 8.1 The term of the agreement shall be for one year from the effective date of agreement and will be automatically renewed for successive term of 1 year, unless cancelled by either party by giving a written notice of 30 days.
- 8.2 In case of insolvency, bankruptcy or liquidation of any Party, the other Party may terminate this agreement by giving at least 30(thirty) days prior written notice to the other Party.
- 8.3 PD has right to withdraw specific titles as per discretion, but customers who have already bought the titles prior to the withdrawal date will continue to have access rights.

9. EMPLOYEE SOLICITATION:

Both parties i.e PD and ERA agree not to induce/solicit, directly or indirectly, the employees of either party during the period of agreement and for one(1) year following the termination of this agreement.

10. INDEMNIFICATION:

- 10.1 Each party except otherwise provided in the Agreement shall indemnify,keep indemnifies and hold harmless the other Party against any claim, action demand, expense, loss or other liabilities whatsoever which may arise as a result of or consequence of its negligence and/or omission and /or failure to fulfill its obligations under this Agreement and /or under nay terms of any applicable law or regulation.
- 10.2 Publisher indemnifies ERA against any loss, claim, action, liability of whatsoever that may arise as a consequence of Publisher's existing relation/agreement/MOU with previous associates, printer, author, other patron etc, in relation to this agreement.
- 10.3 Publisher also indemnifies ERA against and loss, claim, action, liability of whatsoever nature arising due to infringement, plagiarism, violation of clause 6,delay reported by other authors, librarian ,institutes or any other competent authority due to negligence and/or omission and/or failure by Publisher and/or existing/previous employee, associate, printer, author or other patron etc.

11. SECURTIY AND DRM:

1. E-Resource Aggregator shall use and shall ensure to |protect the security of all E-books and any other materials provided by PD pursuant all user information in their possession or control.
2. E-Resource Aggregator shall maintain effective digital rights management(DRM) protection for the platforms and each E-Book made available via the platforms in compliance with the DRM Specifications as per our DRM policy.
3. E-Resource Aggregator ,must immediately notify PD of any breach or suspected breach of security (including any unauthorized use, disclosure, or acquisition of or access to the E-Books or any other material provided by PD or to the user information) or digital rights management protection with respect to the E-Books and take corrective measures.

12. TRADE MARKS AND INTELLECTUAL PROPERTY:

- 13.1 PD hereby grants to ERA for the term a non-exclusive license to post the names and logos in respect of the relevant e-books made available on the platforms solely for the purpose of indentifying the relevant publisher thereof. All goodwill from use shall ensure to the benefit of PD.
- 13.2 All rights in the e-books and any Intellectual Property Rights of PD not specifically granted in this Agreement by PD are reserved by and to PD.
- 13.3 ERA will not use or authorize the use of the E-books and will not distribute or make the e-books available other than as expressly authorized in this Agreement.

13. RELATIONSHIP OF THE PARTIES

The relationship between Publisher and Era is not and shall not be considered a partnership, franchise, or joint venture. Both parties are and shall remain independent organizations. Neither party shall have no authority and shall take no action ,or shall refrain from taking an action indicating that it has authority , to bind the other Party to any obligation.

14. CONVENANTS:

PD and ERA hereby jointly covenant that they shall employ their reasonable endeavours and cooperate with each other to discharge their respective obligations under this Agreement.

15. FORCE MAJEURE:

- 15.1 If any event of force majeure continues for a period in excess of forty five(45) consecutive days, resulting in the inability of a Party to perform its business activities under the terms of this Agreement, either Party shall be entitled to terminate this Agreement upon written notice to the other party. In this case there will be no liability on either Party.
- 15.2 The term force majeure used above shall mean acts of good, acts of any public enemy ,wars , hartals, blockades, insurrections, riots, epidemics, landslides, lightening, earthquake, fires, storms, floods, civil disturbances, terrorisms and any other cause not within the control of the affected Party, all of which by the exercise of due diligence such Party is unable to prevent.

16. NOTICE:

Any notice required to be given pursuant to this Agreement and shall be in writing and delivered by hand, or mail or e-mail or Fax to the address of the relevant Party set out in this Agreement or such other address as either Party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery(if delivered by hand) and when received(if sent by other means).

17. GOVERNING LAWS AND DISPUTE RESOLUTION:

- 17.1 The Agreement shall be exclusively governed by and constructed in accordance with the laws of India. In the event of any disputes, differences and questions that may arise between the Parties hereto or their respective representatives in regard to these presents or its subject matter and or interpretation thereof or in any way whatsoever the Parties hereto shall endeavour to settle such disputes amicably through mutual discussions.
- 17.2 In case of failure by the parties to resolve the disputes in the manner set out in clause 17.1 above , the disputes may be referred to the courts in Delhi.