

**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

Contents

1. Text of Advertisement	3
2. Letter of Invitation.....	4
3. Background:	5
4. Aims & Objectives:.....	5
5. IOA Processing Fees.....	6
6. Validity of Offer	6
7. Terms of Reference.....	6
8. Qualification Criteria	6
9. Evaluation Criteria and Method of Evaluation:.....	7
10. Last date of Submission	8
11. Application Form	9

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

10-13

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 invites 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 is 3rd September, 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, Employment News, CGO Complex,
Soochna Bhawan, New Delhi-110003**

Note: 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.

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	03/09/2019	15:00 hrs
3.	Bid Opening Date	03/09/2019	16:00 hrs

Yours faithfully,

(Somvir Singh)
Deputy Director
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 Sampurna 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/- (Rupees Two Thousand 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 wrote 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 03/09/2019(1500 hrs.).
Bid Opening Date & Time is 03/09/2019 & 4:00 p.m (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

.....

.....

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

**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 Sookna 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 money 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. TERMS 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. EMPLOYEES 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 indemnified 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 any 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. SECURITY 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:

12.1 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 identifying the relevant publisher thereof. All goodwill from use shall ensure to the benefit of PD.

12.2 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.

12.3 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 god, acts of any public enemy, wars , hartals, blockades, insurrection, 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.

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

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

- 7. Name of the Applicant(in full)
(With full postal address)
- 8. Name of the Company/Firm/or
Business With complete address
,if different from given in Col.I
- 9. 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
 - d) The Act under which it was
Incorporate
 - e) Registered Address
 - f) Full details of business along with Address
of the Branches, if any

- 10. Details of experience if any, in selling
Books and Journals along with type of
Language of publications sold
- 11. Are you interested in selling
Publications Divisions electronic

 - IV. Books
 - Or
 - V. Journals and
 - Or
 - VI. Books & Journals both

Dated:

Signature

Name and Stamp

.....

.....

TERMS OF REFERENCE FOR EMPANELMENT OF E-RESOURCE AGGREGATOR (ERA) FOR PUBLICATIONS DIVISION

1. Introduction:

Publications Division, Ministry of Information & Broadcasting is among the premier publishing organizations of the Government of India Established in 1941, it is mandated to bring out books and journals on issues of national importance and make them available to people at an affordable price. Publications Division has been publishing 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, Cultural Leaders of India, India's History, Freedom movement, children's literature among many other subjects.

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(CWVG) in 100 volumes, published in English and *Sampoorna 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.

1.2 Presently, Publications Division's sales & marketing efforts are undertaken through network of its book agents as well as its sales emporia located in eight cities. Publications Division envisages strengthening of its sales and marketing efforts by empanelling book distributors in all the States/UTs. Accordingly, Publications Division envisages EBD's to act as an extended arm of Publications Division will undertake aggressive sales and marketing efforts to ensure greater reach for the quality books of Publications Division.

1.3 The applicants may specify if they wish to be considered for a particular state or a group of states or for the entire country. Each application for a particular state will be treated as a separate application and Publications Division will decide based on the technical scrutiny and presentations as to which states are finally allotted to the applicants.

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

A. 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.

B. 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.

C. 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.

D. 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.

E. TERM AND TERMINATION

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.

F. SECURITY AND DRM

- i. 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.
- ii. 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.
- iii. 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.

2. Accounting

- 2.1 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 pursuant to this Agreement, 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.
- 2.2 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.
- 2.3 In addition to the other rights and remedies available to Pd in respect of unpaid moneys due to it under this Agreement, 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.

3. Trademarks & Intellectual property

- 3.1 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.
- 3.2 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.
- 3.3 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.

4. Relationship of the Parties

The relationship between PD 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 any action indicating that it has the authority, to blind the other party to any obligation.

5. Eligibility Criteria :

All the firms seeking empanelment as ERA should meet the following qualifying criteria and submit their applications along with relevant documents as detailed below:

- a. *A bonafide ERA having at least one year of experience in distributing books/e-books*
- b. *The registered book publisher with at least 1(One) year of experience and minimum turnover of Rs10 lakhs (cumulative) in 2018-19. However, for the states of North East and Jammu & Kashmir, the minimum turnover requirement will be Rs.1 lakh.*
- c. *Certificate showing the date of initial registration of shop indicating business in book trade issued by Central Government/State Government/Local Bodies (Tehsildar, Municipal Corporation. SDM, DM) establishing 5 years existence of the firm.*
- d. *Income Tax or Sales Tax returns in 2018-19 establishing at least one year existence of the firm indicating business in book trade/distribution*
- e. *Copies of annual accounts, namely, Trading Account, Profit and Loss Account and the balance sheet for the financial year 2018-19 duly authenticated by chartered accountant indicating annual turn over, this being not less than the annual target of sale of DPD publications.*

- f. Self certified copy of PAN card in the name of proprietor in case of a proprietary firm or in the name of the firm in case of a partnership/Pvt. Ltd Company.*

6. Period of Contract :

The contract will be valid for two years, i.e., from 1st, 2019 to 31st, 2021. The contract can be extended further on mutually acceptable terms and conditions depending on the satisfactory performance of the wholesale dealers / distributors. If any party wishes to discontinue the contract, a notice period of three months is required. However, if at any stage it is found that the Distributor has flouted any terms and conditions or indulged in any practice that is not in conformity with the law, DPD shall have the right to terminate the contract/distribution ship without any notice.

7. Process of Selection :

Empanelment of e-resource aggregator will be based on technical scrutiny in response of such eligible distributors who shall apply in respect to an open advertisement to be issued by Publications Division at an appropriate stage. A duly constituted committee of Publications Division shall evaluate such responses on the basis of following indicative parameters:

- (i) Number of years of experience in distributing e-books/journals;
- (ii) Turnover for the last year;
- (iii) Number of offices in the concerned State where the applicant wishes to apply for empanelment ;
- (iv) Number of towns/cities in the State being serviced by the applicants for e-books/journals for the last year ;
- (v) Number of publishers associated with the applicant;
- (vi) Number of e-books/journals distributed by the applicant during the last year;
- (vii) Number of cities/towns serviced by the applicant in other States; and
- (viii) Number of offices of the applicant in other States.

The above parameters are only indicative in nature and the final bidding document will be put up in public domain by the Publications Division.

The empanelled e-resource aggregator shall have the option of applying for one or more State but the processing of applications will be on a State-wise basis. Department may give preference to the one having presence in adjoining States for the purpose of giving an advantage in terms of coordinated sales and marketing strategy spread across the region and not just limited to a State.

- 7.1 **Process for Existing Agents:** Existing ERA can apply afresh against this IOA for empanelment. In case, the existing agents don't apply for this empanelment, Publications Division reserves the right to assign the existing agents as e-resource aggregator that may be empanelled on the basis of this IOA.
- 7.2 **Price of Digital Publications and Marketings tie-ups with e-tailers**
For e-books, e-journals & e-aggregators:
- (a) e-books will be available to customers through different platforms including e-commerce platforms along with the website of Publications Division.
 - (b) The price of e-books/e-journals to be at par with print books with 25% discount on the price to be passed on to buyers. In effect it would be 75% of the p-book.
 - (c) Publications Division to utilize the marketing platform for sale of its e-books/e-journals with a revenue sharing ratio of 70:30(DPD: ERA) on the realised amount through sales of e-books/e-journals being compliant with Indian laws.
 - (d) Additional Special discount of up to 20% offers for a period of not exceeding 10 days could be provided on National Holidays or Important days such as World Book Day, Republic Day, Independence Day, Gandhi Jayanti etc.

8. Terms of payment :

All supplies of DPD publications will be made on pre-payment basis, i.e. payment through Demand Draft or electronic transfer. The credit facility shall also be allowed subject to submission of EMD to the tune of 100% of sales calculated for a stock value of one month of supply.

9. Supply of books :

Once a firm order is received from wholesale dealers / distributors and payment made or EMD submitted, DPD will supply the publications at his registered address / address of shop or godown as desired by him within the period of 21 days from receipt of payment subject to availability of stock for which the concerned agent would need to enquire before placing of order.

10. Performance Bank Guarantee/Fixed Deposit Receipt (FDR) :

E-Resource Aggregator has to give a Bank Guarantee of Rs.2,00,000(Two lakhs only) to Publications Division before signing the agreement.

11. List of Documents to be attached:

11.1 Copies of annual accounts, namely, Trading Account, Profit and Loss Account and the balance sheet of the last the year duly authenticated by chartered accountant indicating annual turnover.

11.2 Self certified copy of Income Tax return for the last year i.e.2018-19 and PAN card in the name of proprietor in case of a proprietary firm or in the name of the firm in case of a partnership/Pvt. Ltd Company.

11.3 Copy of GST Registration/GST number

11.4 Submission of supporting documents to establish offices in various cities/towns of India

11.5 Supporting documents to establish books being distributed by the applicant (publications with RNI No.)

11.6 Supporting documents to establish the number of publishers with whom the applicant is associated for marketing/distribution

11.7 Supporting document to establish number of towns/cities from where the applicant is distributing.

12. Indicative Evaluation criteria:

12.1 Number of years of experience in distributing books;

12.2 Turnover for the last three years ;

12.3 Number of offices in a particular state ;

12.4 Number of towns/cities being serviced by the applicants for Distributing books for the last three years

12.5 Number of publishers associated with the applicant;

12.6 Number of books currently distributed by the applicant ;

13. Penalty Clause :

In case of dishonour of payment, a penalty of 5% against the outstanding payment will be imposed.

14. Termination of Contract:

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.

16. Notice:

Any notice or other communication given pursuant to this Agreement shall be in writing and shall be effective either when delivered personally to the party for whom intended , or five (5) days following deposit of the same into the mail(registered or recorded post or first class postage prepaid) or other local equivalent postal service, if sent by facsimile on receipt of confirmation of delivery if sent on a business day in the place of receipt or, if not sent on a business day in the place of receipt, on opening of the business on the next business day or the next day if sent by overnight delivery services (with confirmation of delivery) , addressed to such party at the address set forth on the initial page of this Agreement. Either party may designate a different address by notice to the other given in accordance with the terms of this clause.

17. Force Majeure

17.1 Neither party shall be liable for any delays or failures in performance in whole (or in part) of its obligations under this agreement, if such delay or non-performance is due to any act of god, war, terrorism, insurrection, riot, civil disturbance, rebellion, government regulation, embargo, explosion, fire, flood, tempest, strike, or failure in lighting, electrical power or telecommunications equipment, circuits, or other events beyond the reasonable control of the party whether or not similar to the foregoing(an” event of Force Majeure”). In any such event the parties will discuss the feasibility of continuing the provision of the services, including the cost related thereto.

17.2 In the event that the event of Force Majeure persists for a period of 30 business days or more and whichever party’s performance is affected by the event of force majeure, either party shall be entitled to terminate the relevant Order under this Agreement unilaterally without liability to the other in respect of such termination. Upon such termination, Client shall pay Publications Division for all services rendered and expenses incurred by Personnel up to and including the date of termination and demobilization costs resulting from such early termination as provided for in the relevant Order. In the event of such termination, Client acknowledges that the services will be work in progress and may not be in a finished state.

18. Arbitration Clause:

The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, rules or re-enactments thereof.