

Maharashtra National Law University, Nagpur
Moraj Design & Decorator Building (DnD),
Near Oil Depot, MIHAN Flyover, Wardha Road, Khapri, Nagpur- 441108

**Notice Inviting Tender for Empanelment of Book, Law Reports, Journals
Suppliers/Distributors**

Last date of receiving Quotation: February 25, 2020

Opening of bids will be communicated to the participating bidders on February 25, 2020

Maharashtra National Law University, Nagpur (MNLU, Nagpur) was established by the Government of Maharashtra by way of enactment known as the Maharashtra National Law University Act (Maharashtra Act No. VI of 2014) came into existence on May 15, 2015. It is a fully residential University engaged in teaching and promoting research in law and allied disciplines. The process of empanelment of book Suppliers/Distributors/Publishers for supply of books to the library of the University for a period of 03 (Three) years with effect from the date of approval of empanelment.

The University invites sealed quotations from reputed Book Suppliers/ Distributors / Publishers. Quotations in sealed cover, superscripted as “**Expression of Interest for Empanelment of Book Suppliers**”, shall be sent to the following address:

The Registrar,

Maharashtra National Law University, Nagpur
Moraj Design & Decorator Building (DnD),
Near Oil Depot, MIHAN Flyover, Wardha Road, Khapri, Nagpur- 441108

All interested Suppliers/ Distributors/ Publishers are requested to submit an undertaking in the enclosed format (Instruction of Tender), duly signed. The University would process further, the formalities with those Suppliers / Distributors/ Publishers who submit the signed undertaking. It is further requested to kindly send a separate sealed letter, stating the percentage of flat rate discount offered to University for all categories of books of Indian, Foreign edition but printed and supplied within India on a continuous basis.

If more than one supplier quotes for the same percentage of discount, the orders may be split between all the vendors. The short listed vendors need to pay a sum of Rs. 5,000/- in the form of demand draft drawn in favour of “**The Registrar, Maharashtra National Law University, Nagpur**” payable at “**Nagpur**” towards a refundable deposit.

Tender shall be submitted as per “Instruction to Tenderers” forming a part of the tender document. University reserves the right to cancel/Postpone the tender and submission, opening date and accept/reject any or all tenders without assigning any reasons thereof. Bidders may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by bidder is not found to be true. The decision of Competent Authority of the University will be the final and binding.

Yours faithfully,

Registrar

Maharashtra National Law University, Nagpur
Moraj Design & Decorator Building (DnD),
Near Oil Depot, MIHAN Flyover, Wardhaa Road, Khapri, Nagpur- 441108

Notice Inviting Tender for Empanelment of Book Suppliers/Distributors

Instruction of Tender

1. General :

- i. That against a given order, only the latest edition of the book titles will be supplied.
- ii. That against each title, it will be certified that the books supplied are genuine and not the pirated versions.
- iii. That unless otherwise specified in the order, only the Indian Edition/ Low Price Edition of the book, if existing and corresponds to the latest edition of the book, will be supplied.
- iv. That unless otherwise specified in the order, only the Paperback Edition of the book, if existing and corresponds to the latest edition of the book, will be supplied in place of the Hard Cover edition.
- v. That, if the CD/online version of the book exists, it would be my/our responsibility to inform the Library about the same before supplying against a given order.
- vi. **Return of Bad Books:** If a supplied book does not conform to specifications or if the book is not in good condition, the supplier will be asked to take back at his own expense and replace it within one month; otherwise the order will be cancelled. The Library will not be responsible for such books if not taken back and replaced within the given period.
- vii. A bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company Violation of this condition is liable to disqualify the tenders in which such bidder has participated.

2. Cost of Bidding :

The bidder shall bear all costs associated with the preparation and submission of the bid and the purchaser will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

3. Enquiry on availability of books :

- i. The library may place an enquiry with all the empanelled vendors for the required titles and number of copies of each thereof, by email.
- ii. **Within two days of receipt of the email,** the vendors having books as per above list in their ready stock of books have to respond quoting titles available with number of copies and unit price, by reply email only.
- iii. In case of emergency, orders may be placed with local vendors; however discount policy will remain the same.

4. Purchase Orders :

- i. Supply of books has to be made strictly against and as per the purchase orders.
- ii. Sending the acknowledgment of the receipt of purchase order, which is taken as acceptance of the purchase order, is mandatory, preferably by email.
- iii. Any clarification / query regarding the purchase order should be sought from the Library within three (03) days of receipt of the order.

5. Supply of Books/CD's/DVD's/Journals :

- i. The supply should be free of freight charges.
- ii. Consignee and Mode of Dispatch : The books should be sent to the University
- iii. Every supply should be accompanied by a delivery challan, clearly bearing the details of the terms and titles in supply, their quantity and price.
- iv. The University has right to accept or refuse the supply in parts or full or cancel the order without assigning any reason.
- v. Indian Edition of books available in the market should be supplied even if foreign edition is mentioned in our order unless otherwise specified.
- vi. Net payable price will be the publisher's price minus discount offered. The prices of the suppliers shall include amount of taxes/duties leviable, if any.
- vii. No banned book(s) should be supplied and if any such book is supplied it would be forfeited.
- viii. Books must be in good condition. Mutilated, soiled books if supplied have to be replaced without any extra cost.
- ix. The supplier undertakes to refund the amount if charges in excess than the prices of books.
- x. Transit Insurance will be borne by supplier till the supply reaches the destinations.

6. Time frame for supply and cancellations :

- i. That Indian edition of the book(s) shall be supplied within 21 days from the receipt of the order. Similarly, foreign editions of the book(s) shall be supplied within 45 days of the receipt of the order.
- ii. The decision of accepting supply of cancelled titles is at the sole discretion of the University.
- iii. Within 7 days' time from the receipt of the order, supplier will make a survey and submit a check list of all those books which could be supplied by him in stipulated time period mentioned above, failing which the order will be treated as cancelled.
- iv. In very specific cases of delay in supplying of book(s) within the stipulated periods, and the delay is justified due to valid reasons; the supplier will be responsible for obtaining the permission from the Librarian/ Person in charge.

7. Edition specifications :

- a. Latest editions of books must be supplied, unless mentioned otherwise.
- b. Paperback editions of books should be supplied, unless specified otherwise.
- c. Indian editions of books should be supplied, unless mentioned otherwise.
- d. In case of non-availability of paperback and Indian editions, clarification / permission should be sought, preferably by email from the Library, regarding supply of the available editions.

8. Invoicing procedure :

- i. Pre-receipted invoice (s)/bill(s) are to be submitted in triplicate (3 copies).
- ii. A revenue stamp should be affixed on the original bill and should be signed by authorized signatory.
- iii. Invoice should be raised in favour of "**The Registrar, Maharashtra National Law University, Nagpur**"
- iv. One invoice should be raised against one purchase order (P.O) only. Titles from different P.O.s should not be combined and supplied under one invoice.

9. Undertaking: Every invoice should certify the following.

- i. The prices charged in this invoice are the actual, current publisher's prices as billed.

- ii. The prices charged are as per the publisher's invoice (publishers / importers / distributors) and latest catalogue.
- iii. The latest editions have been supplied.
- iv. The books supplied against this order have been checked against defects in collation, binding and condition of accompanying material viz. CDs etc... and for other physical conditions. If any defects are detected later, the defective books will be replaced without any payment by the University. The vendor will be liable to arrange for supply of replaced books at the destination of supply.

10. Mandatory enclosures with invoice :

- i. A copy of publisher's catalogue (in case of non-availability of recent catalogue publishers invoice may be considered) as a price proof.
- ii. A currency conversion proof.
- iii. Every price proof and currency conversion proof should contain seal and authorized signature of the vendor.

11. Discount

The discount pattern offered in Financial Bid should be followed.

12. Billing and Payment :

- i. That supplier shall mention his G.S.T. number in the bill.
- ii. Those Taxes will be applicable as per rules.
- iii. That Payment will be made within 30 days from the delivery of all titles against as order.
- iv. That Payment shall be made by e-payment as per the Government of India Instructions.
- v. All payment to the supplier shall be made through RTGS for which they are required to submit the required information :Name of the Bank with Address, Bank Account Number, IFC Code

13. Terminations of empanelment :

A vendor's empanelment may be terminated/ dropped / black-listed from the panel of suppliers at the occurrence of any of the following:

- i. If the vendor fails to deliver even, at least 70% of the supply (in terms of number of titles) during the year.
- ii. In case of breach of any terms of agreement, or unsatisfactory/ inefficient working on the part of the vendor.
- iii. If at any time it is found that the information provided by the vendor in any form about publications, services and related matters are incorrect and result in losses in any form to the University. In such case(s), the University reserves the right to claim the amount of loss occurred to the University, from the available invoices submitted by the vendor / supplier.
- iv. The Competent Authority of University reserves the right to change or modify or amend or substitute any clause in the terms and conditions that are listed above if required, at any time.

14. Packing :

The packing list giving full particulars of the books must be kept in packing list. The particulars of the order number and date should also be there.

15. Payment :

Payment will be made in Indian rupees only through e-payment within reasonable time i.e. 30 days from the receipt of the consignment, if the books are in good condition and there are no discrepancies of any nature.

16. Language of Bid:

The bid prepared by the bidder and all documents related to the bid shall be in English Language.

17. Signing of all bid papers :

- i. All the pages of the tender documents, Proforma For Financial Bid submitted by tenderer shall be signed and stamped by the tenderer.
- ii. While filling up the rates in form of bid, tender shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- iii. The tenderer must fill and submit the rates as per instruction given in, proforma for Financial Bid. The tenderer shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer where required in the documents. Incomplete tender or tender not submitted as per instruction is liable to be rejected if a tender does not quote a price/rate for any items in Form of Bid, the tender may be summarily rejected.
- iv. The tenderer should clearly read and understand all the terms and conditions, specifications. etc., mentioned in the original tender document. If the tenderer has any observation, the same may be indicated in his forwarding letter along with the tender.
- v. The Competent Authority of University reserves the right to accept or reject any tender fully or partly at any time prior to the award of the contract.

I / We are ready to supply the books on terms & conditions given above kindly include me / us in your panel for the same.

Date :
Place :

(Signature of the Tenderer & Seal)

Name :
Address :

Maharashtra National Law University, Nagpur
Moraj Design & Decorator Building (DnD),
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PROFORMA FOR FINANCIAL BID

Percentage of discount offered (To be mentioned in both figures and words)

1. Foreign Publication	
Text Books	
Reference Books	
General Books	
CD's/DVD's/E-books	
2. Indian Publication	
Text Books	
Reference Books	
General Books	
Government Publications	
Institutional and Public documents	
CD's/DVD's/ E-books	

Date :

(Signature of the Tenderer & Seal)

Place :

Name :

Address :

**Maharashtra National Law University, Nagpur
Moraj Design & Decorator Building (DnD),
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Notice Inviting Tender for Empanelment of Book Suppliers/Distributors

**Application Form for Empanelment of Vendors for Supply of
Books, Law Reports, Journals (printed and Electronic) to the library of Maharashtra
National Law University, Nagpur**

(STRIKE OFF WHICH EVER IS NOT APPLICABLE)

(Please read the terms and conditions carefully before filling the form)

1. Name of the Firm :.....
2. Address of Head Office & Branches with telephone numbers, fax numbers, email addresses, and website, if any :

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3. Please tick mark and provide documentary proof of your membership in any of the following associations :
 - (i) Good Offices Committee (GOC) : **Yes/No**
 - (ii) Federation of Publishers' and Booksellers Association of India (FPBAI) : **Yes/No**
 - (iii) Any other State/ National Association(s) of books suppliers :
4. Are you a distributor/dealer/stockiest/exclusive/preferred agent of any publisher? If so, please attach copies of the authority letters issued by the publishers along with the details of yours distributorship / dealership / stockiest / exclusive or preferred agents.
5. Is the firm an income Tax payee ? If so, please attach one copy of Income Tax returns of last three consecutive years and also a copy of PAN card of the partners/owners.
6. Please provide details of your firm's Sales Tax Registration No. (Attach : copies of GST, CST Certificate).
7. Minimum 5 references of the Libraries of the Universities/ Indian Reports with whom you are already registered may be quoted.
8. Please provide an affidavit on a non-judicial stamp paper of Rs. 100.00 for not having blacklisted for minimum three (03) years by any of the Institutions or Universities or Government organizations in India.

DECLARATIONS

- (i) I/We.....
(names of the partners/proprietors or share-holders) do hereby declare that the entries made in this application form are true to the best of our knowledge.
- (ii) I/We also hereby declare that all matters related to Maharashtra National Law University, Nagpur shall be treated as confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority.
- (iii) Mr..... whose signatures are given below, is an authorized representative of this firm.
- (iv) I/We also undertake the responsibility to communicate all subsequent changes in the constitution or working of firm.
- (v) I/We assure that if empanelled, the firm will serve the Maharashtra National Law University, Nagpur for a minimum period of Three year.
- (vi) I/We have read and understood the terms and conditions of Maharashtra National Law University, Nagpur as mentioned in the document and consciously agree to abide by them.

Place

Date (with Firm's Seal).....

Signature of Partners/Proprietors

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